

The public may attend the meeting in person or view it online at  
<http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, April 7, 2025  
6:00 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE AGENDA**

**V. INTRODUCTION OF STUDENTS AND SCOUTS**

**VI. PRESENTATIONS**

- SevenDays proclamation
- Mayor's Monarch Pledge proclamation

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on April 7. Comments will be shared with Councilmembers prior to the meeting.

**VIII. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

1. Consider approval of regular City Council meeting minutes – March 3, 2025
2. Consider appointment of committee members
3. Consider approval of expenditure ordinance #3048
4. Consider approval of contract with McAnany Construction for 2024 UBAS program
5. Consider approval of contract with Sunflower Paving for the 2025 concrete repair program
6. Consider bid award for purchase of swimming pool chemicals
7. Consider bid award for highway rock salt
8. Consider traffic and pedestrian safety on 66<sup>th</sup> Street west of Mission Road
9. Consider amendments to Chapter XI, Article 7 - Local Traffic Regulations
10. Consider addition to Chapter XI, Article 2 - Local Regulations

**IX. COMMITTEE REPORTS**

COU2025-14 Insurance Committee – Consider 2025-2026 insurance renewals  
Jason Hannaman

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2025-15 Consider purchase of indoor unmanned aerial vehicle (UAV) for police operations  
Chief McCullough

COU2025-16 Consider 2026-2030 County Assistance Road System (CARS) program  
Melissa Prenger

COU2025-17 Consider interlocal agreement with Johnson County for project DRAIN-23X  
Cliff Speegle

COU2025-18 Consider construction contract with WCI, Inc. for the DRAIN-25X: 67<sup>th</sup> Street RCB replacement project  
Cliff Speegle

COU2025-19 Consider construction administration agreement with Trekk Design Group for the 2025 drainage program  
Cliff Speegle

XIV. **COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)**

Consider financial contribution to Dolyna, Ukraine (sister-city)  
Wes Jordan

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

**If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).**

# CITY OF PRAIRIE VILLAGE

## Proclamation

SevenDays 2025

Whereas, SevenDays Make a Ripple, Change the World, overcomes hate by promoting kindness and understanding through education and dialogue; and

Whereas, SevenDays provides opportunities encouraging all people to participate in activities that promote and practice kindness; and

Whereas, SevenDays 2025 will commemorate its second anniversary focused on teaching kindness making a ripple to change the world; and

Whereas, SevenDays 2025 began on Monday, March 31st and continues through Tuesday, April 8; and

Whereas, SevenDays continues its daily themes of Love, Discover, Others, Connect, You, Go and Onward as they bring people from walks of life together to overcome hate with acts of kindness; and

Whereas, the memories of three wonderful and unique people, Reat Underwood, Dr. William Corporon, and Terri LaManno, will be honored through kindness and understanding; and

Whereas, SevenDays expands its acts of compassion, acceptance and understanding to those who gather; and

Whereas, we fully support and encourage all in Prairie Village, Kansas including residents, businesses, organizations and visitors, to come together during the SevenDays to act more kindly and be more understanding of differences, thereby making the world a better place one ripple at a time.

Now, therefore, I, Mayor Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby proclaim March 31 through April 8, 2025, as

### **SevenDays of Kindness**

in Prairie Village, KS and urge all citizens to engage in acts of kindness and remember the events of April 13, 2014, not only for the losses of that day but also for the significance of the powerful and enduring vow to overcome hate with kindness.

---

Mayor Eric Mikkelson

---

Adam Geffert, City Clerk

# CITY OF PRAIRIE VILLAGE

## Mayor's Monarch Pledge – April 7, 2025

**Whereas**, Prairie Village is working to build a healthy, sustainable and diverse community that brings the many benefits of nature to all corners of our community; and

**Whereas**, Prairie Village recognizes that human health and quality of life ultimately depend on well-functioning ecosystems, and that biodiverse regions can better support food production by fostering healthy soil and air quality and thereby creating healthy connections between humans and wildlife; and

**Whereas**, Prairie Village is home to many native wildlife and pollinator species such as birds, butterflies, bees, and insects; and

**Whereas**, pollinators are crucial to sustain a healthy ecosystem that efficiently produces food and natural resources that make our way of life possible now and in the future; and

**Whereas**, 75%-95% of all flowering plants rely on pollinators, and pollinators are responsible for bringing us one out of every three bites of food, including many fruits, nuts and vegetables, as well as half of the world's raw materials such as oils and fibers; and

**Whereas**, Monarch butterflies are widely recognized, beloved and important members of the pollinator population, commonly seen and appreciated in our local community; and

**Whereas**, as caterpillars, Monarchs rely exclusively on milkweed, wildflowers in the genus *Asclepias*, for their food supply and habitat during this critical two-week period of their brief lives; and

**Whereas**, the Center for Biological Diversity has observed that clustered Monarch butterflies have declined by over 90% in the overwintering forests in Mexico over the last 30 years, and are currently imperiled due to habitat loss and pesticide use; and

**Whereas**, all communities have an opportunity and a responsibility to do what they are able to protect and propagate habitat for Monarch butterflies and their fellow pollinators.

**Now therefore, I**, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby declare and affirm our community's commitment to protect and restore Monarch habitats throughout the year in recognition of all that pollinators contribute to the health of our environment and the quality of our lives. I urge Prairie Village residents to do the same, so these pillars of our ecosystem will once again flourish across the continent.

---

Mayor Eric Mikkelson

---

Adam Geffert, City Clerk



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
MARCH 3, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 3, at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Chris Brewster, MultiStudio; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed 11-0.

**INTRODUCTION OF STUDENTS AND SCOUTS**

Several students from Rockhurst High School were present as a requirement for their U.S. Government class.

**PRESENTATIONS**

- Chief McCullough recognized resident Lisa Elsener's athletic accomplishments in the Special Olympics. Mayor Mikkelson read a proclamation declaring March 3, 2025 as Lisa Elsener Day in Prairie Village.
- Mayor Mikkelson read a proclamation declaring March as National Sleep Awareness Month in Prairie Village.
- Ms. Nguyen read a proclamation pronouncing March as Women's History Month in Prairie Village.
- Mayor Mikkelson recognized councilmembers for their service and presented their annual ceremonial checks.

**PUBLIC PARTICIPATION**



**PRAIRIE VILLAGE**  
KANSAS

- Th Theodore Fritz, Ward 2, stated his opposition to the demolition of the Mission Road Bible Church for the construction of a new city hall.
- Pam Justus, Ward 6, expressed her disapproval of the City’s financial contributions to United Community Services.
- Ward 6 residents Anne Melia, Dennis Boody, and Paul Gorelick and Ward 5 resident Alan Bauman noted their frustration over dishonesty and misinformation in local politics in the community.
- Ward 1 residents Nick Alphs, Cooper Weeks, and Matt Jones voiced their support of a speed table to calm traffic on 66<sup>th</sup> Street west of Mission Road.
- Philip Kuhn, Ward 1, shared concern about the speed of traffic on Granada Street between 65<sup>th</sup> Street and 67<sup>th</sup> Street.

**CONSENT AGENDA**

Mayor Mikkelson asked if there were any items to be removed from the consent agenda for discussion:

1. Consider approval of regular city council meeting minutes - February 18, 2025
2. Consider appointment of committee members
3. Consider mattress removal and reuse agreement with Sleepyhead Beds

**Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Reddell, Graves, Gallagher. The motion passed 11-0.**

**COMMITTEE REPORTS**

- Planning Commission
  - **COU2025-12: R-1B Neighborhood design guidelines planning commission report and recommendation**

Mr. Brewster noted that the first amendment to the neighborhood design guidelines occurred in 2017, and that the current second amendment went into effect in February 2019 with the understanding that guidelines could be revisited to address any issues that arose. The guidelines included requirements for street trees, greenspace, impervious coverage limits, building size and massing, garage extent and placement, and window and door openings. The housing discussion brought up questions about whether the design guidelines appropriately limited size and scale of homes, especially teardown/rebuilds. The city council held a work session in April 2023 to discuss next steps in the housing discussion related to R-1 zoning areas. At the work session, council completed a prioritization exercise to provide staff direction for which areas to address first. The top two results



were updating the neighborhood design guidelines and researching further regulations and/or fees for short term rentals. Council directed staff to look into reducing the size and scale to better fit into existing neighborhoods, and also review green space and lot coverage requirements in the R-1B zoning areas.

Staff presented two options for initial discussion at the council committee of the whole on October 2, 2023. Generally, “Option 1” was a simple size restriction which could result in unintended design consequences, and “Option 2” would refine massing standards but leave building coverage and height unchanged. The council favored “Option 2” and directed staff to consult with the planning commission for further refinement and recommendations. Subsequent to this direction staff conducted additional analysis and received feedback on the options and arrived at modified third and fourth options that addressed some of the challenges with prior options.

At its December 3, 2024 meeting, the planning commission made a motion to send the neighborhood design guideline update discussion back to council to ensure interest remained in pursuing the topic. Any updates to design guidelines would require a zoning code update and a formal adoption process, including a public hearing and city council review and decision.

At its December 16, 2024 meeting, the council made a motion to send the R-1B neighborhood design guideline recommendations back to the planning commission for further consideration.

At its February 4, 2025 meeting, the planning commission reviewed the direction from council and discussed the design guidelines. The consensus among members was that there was not a need for changes in R-1B guidelines at the present time due to several considerations, including a desire to avoid adjusting guidelines too frequently, and that a small building height reduction would not provide a noticeable difference. Commission members suggested that staff continue to monitor issues that arose which might need to be addressed.

Mr. Brewster said that if the council still wished to pursue changes on the topic, it would need to draft its own amendment to the zoning code, or provide more specific direction to the planning commission to amend the code.

**Mr. Gallagher made the following motion: *“I move to accept the recommendation of the planning commission at its February 12 meeting regarding potential changes to R-1B lots at this time. Should staff, the city council, or the planning commission identify recurring issues in the future, they will be brought to the city council or planning commission for further consideration.”*** Mr. Graves seconded the motion.



Ms. Selders stated that constituents in Ward 2 remained very concerned about the size of new homes in the City, and felt that guidelines needed to be reviewed and modified.

Mr. O'Toole said that the planning commission members were very deliberate in making their decision, and agreed that making changes too frequently could result in negative outcomes.

Mr. Gallagher noted that if approved, his motion would allow specific or recurring issues to come back before the council to review as needed.

**After further discussion, the motion passed 9-2, with Ms. Selders and Mr. Dave Robinson in opposition.**

### **MAYOR'S REPORT**

- The Mayor noted events that had taken place since the prior council meeting on February 18:
  - A ribbon-cutting ceremony for the new Penny's restaurant in the Prairie Village Shops
  - The Mayor's Prayer Breakfast event in Kansas City, Mo.
  - A Northeast Johnson County Mayors lunch
  - A MARC Board meeting
  - A Total Transportation Policy Committee meeting
  - A meeting with the Johnson County Appraiser
- The Mayor shared the following upcoming events:
  - A Zoom call with leaders of Prairie Village's sister city, Dolyna, Ukraine
  - A Coffee with a Cop event on March 14 at Starbucks
  - The National League of Cities event in Washington, D.C., the week of March 10
- The Mayor also noted the following:
  - The City had closed on the purchase of the Mission Road Bible Church property
  - Staff continued to track bills in the State Legislature, including HB2396, which would do away with the current revenue neutral rate process
- Additionally, the Mayor provided historical data regarding the City's mill levy, and how it could fluctuate slightly based on the county's valuation data even if the council made no adjustment to the rate.

### **STAFF REPORTS**

- Chief McCoullough shared information on two recent incidents that had occurred in the City.



- Mr. Jordan asked committee chairs to complete the filling of committee vacancies.

### **OLD BUSINESS**

There was no old business to come before the council.

### **NEW BUSINESS**

#### **COU2025-13      Consider additional funding for property tax rebate program**

2025 marked the fourth year of the property tax rebate program in the City. In December 2024, council voted to allocate \$50,000 to the program in 2025, which was supplemented with an additional \$940.78 in rollover from the prior year. As of February 26, \$2,983.21 remained in the fund, with 12 rebates totaling approximately \$7,900.00 left to process. 73 households had been issued refunds, for a total \$47,957.57.

Staff requested an allocation of an additional \$10,000.00 to the program in order to assist the pending applicants and other applications that may be received throughout the remainder of the year.

**Mr. Reddell made a motion to approve an additional \$10,000.00 for the 2025 property tax rebate program. The motion was seconded by Mr. Graves and passed 11-0.**

**Mr. Nelson made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Dave Robinson and passed 11-0.**

### **COUNCIL COMMITTEE OF THE WHOLE**

#### **2026 Budget goals and objectives**

Mr. Hannaman said that the next step in the budget process was to discuss goals and objectives for 2026, noting that the goals and objectives were developed under the framework of the council's organizational priorities:

- Quality of life
- Superior services
- Community safety
- Be mindful of tax burden
- Invest in public realm
- Environmental sustainability



Mr. Hannaman stated that each year, the council reaffirmed its goals and objectives specific to the upcoming budget year. The draft 2026 document carried forward the adopted 2025 budget goals and objectives for council to provide input and direction for any desired changes:

- Maintain high quality services and programs
- Maintain quality streets, parks, and infrastructure
- Continue strong financial condition
- Maintain financial transparency and citizen participation in budget issues

He added that the 2025 budget had a built-in \$1.15M of funding for the municipal complex project, and that the remaining funding needed for planned debt service would depend on the amount of cash funding versus borrowing that was ultimately needed, as well as how payments would be structured.

Mr. Hannaman shared information about “decision packages”, which were generally considered additions or reductions of core services of the City, such as:

- Mill levy reductions
- Grant programs
- Increased funding for street maintenance in the capital improvement plan

He noted that decision package items should be submitted by April 10 to be discussed by the finance committee and council.

Mr. Gallagher said that any suggested modifications to the budget needed to be very specific in describing where funding would be increased or reduced.

Mr. Cole Robinson asked whether there were any federal funds included in the budget that could be at risk. Mr. Bredehoeft said both the “Safe Streets for All” program and the carbon reduction program in public works could be impacted by changes to federal funding. Mr. Jordan added that the City had recently applied for federal grants for the municipal complex construction project.

**Mr. Nelson made a motion to approve 2026 budget goals and objectives as presented. The motion was seconded by Mr. Cole Robinson and passed 11-0.**

### **Discussion of traffic and pedestrian safety on 66<sup>th</sup> Street west of Mission Road**

Mr. Bredehoeft said that traffic calming on 66<sup>th</sup> Street was first studied in 2010 based on a request from residents. The results of that study showed that 66<sup>th</sup> Street did not meet the requirements of the traffic calming program and measures were not installed at that time. Recently, traffic calming was again requested, and new traffic data remained similar to



previous results. Data from 2010 and 2024 showed that speeds still did not meet the threshold for traffic calming:

	<u>85<sup>th</sup> Percentile Speed</u>
• 2010 Data:	29 MPH
• 2024 Data:	28 MPH

Mr. Bredehoeft noted that a second issue in the subject section of road was the crosswalk connecting Prairie Elementary School to the neighborhood. A pedestrian bridge linked to a sidewalk between residential lots going from the school to 66<sup>th</sup> Street, at which a significant number of parents drop off and pick up students during the school year. To improve safety, public works and the police department studied the location and adjusted “no parking” areas to improve sightlines for the pedestrian crossing. He added that staff had continued to review the area periodically to make sure no additional changes were needed.

Recently, the principal of Prairie Elementary School submitted comments expressing her concern for the safety of pedestrians in the area. A crossing guard was not warranted per the police department’s criteria for the crossing, so the principal suggested that the City install a pedestrian crossing beacon to help bring awareness to vehicles when pedestrians are present. Police department and public works staff met with residents in the neighborhood and with Ward 1 councilmembers, and agreed to install a pedestrian crossing beacon.

Mr. Bredehoeft noted that residents along 66<sup>th</sup> Street also felt that a speed table was warranted along with a pedestrian beacon to help calm traffic throughout the day. However, traffic data did not support the installation of a speed table based on the traffic calming policy. He said that approving the installation of calming measures that did not meet the policy threshold could create challenges with future applications and those that had been denied in the past.

**Mr. Reddell made a motion to recommend approval of the installation of a speed table on 66<sup>th</sup> Street west of Mission Road. The motion was seconded by Mr. Graves.**

Mr. O’Toole, Ms. Nguyen and Mr. Cole Robinson stated that they felt it was appropriate to install traffic calming measures even though the area did not meet the criteria due to limited sightlines and the large number of children crossing the street during school days.

Mr. Bredehoeft suggested that a lighted crossing beacon should also be added along with the speed table to provide additional safety.

**Mr. Reddell agreed to amend his motion to recommend approval of the installation of a lighted crossing beacon along with the speed table. Mr. Graves agreed to second the amended motion.**



**After further discussion, the motion passed 11-0.**

**COU2025-09      Discuss proposal of a city ordinance regarding the requirement of helmets for juvenile e-scooter users**

Chief McCullough said that the police department had received safety concerns regarding e-scooter use from residents, department members, and the council. The department implemented a multi-faceted approach of education, public messaging, and enforcement in response. Efforts included e-scooter safety presentations incorporated into the D.A.R.E. program, public messaging utilizing City, police department, Shawnee Mission School District social media channels, and articles in the Village Voice. He noted that while there had been a few e-scooter crashes in the city, none resulted in serious injuries.

Chief McCullough stated that to further promote safe e-scooter practices among young riders and prevent future incidents, the department recommended a City ordinance requiring helmet use for children 17 and younger. The proposed ordinance would prioritize education and awareness; first-time violations would result in a warning, though subsequent violations could result in a citation at the officer's discretion. He added that the department intended to use the ordinance to foster positive interactions with e-scooter users and parents, encouraging voluntary compliance with safety regulations and City ordinances.

**Ms. Sharp made a motion to recommend approval of Ordinance #2504, requiring motorized scooter helmets for minor riders. The motion was seconded by Mr. Cole Robinson.**

**Ms. Selders made a friendly amendment the motion to also include helmet requirements for e-bikes in the ordinance. Ms. Sharp and Mr. Cole Robinson agreed to the amendment.**

**After further discussion, the amended motion passed 11-0.**

**Discussion of potential partnership opportunities regarding the YMCA property**

Mr. Jordan said City staff had met with the broker handling the sale of the YMCA property and had received inquiries from entities that expressed interested in purchasing the property for redevelopment. He noted that City staff had shared expectations of land use under Village Vision 2.0 and the importance of any new development fitting the character of the community and neighborhood, should there be an application for rezoning.

Staff was also asked about partnership opportunities, and conveyed that the council would likely be open to discuss ideas providing a direct community benefit. Mr. Jordan said that staff wished to discuss the topic with council to determine a general framework from the City's perspective that could be shared with interested parties.



Mr. Jordan noted that the broker had indicated that over 20 entities had expressed interest in the property, which would have an anticipated sales price of approximately \$3M. He added that a partnership between the City and a developer would likely include incentives of some kind, such as tax-increment financing or industrial revenue bonds, and would need to include a benefit to the community, such as reconstruction of the pool house.

Mr. Dave Robinson said that he favored either a partnership that would include an extension to Harmon Park along with residential development, or collaboration with the Johnson County Library.

Mayor Mikkelson stated that council should consider whether the City purchasing the property was an option. He stated that he also supported using the parcel for the library, an indoor aquatic recreation facility or attainable townhomes.

Mr. Reddell said that he did not favor the City purchasing the property and suggested that staff ask developers specifically what they could offer.

Mr. Gallagher stated that he felt any potential rezoning possibilities needed to be considerate of residents in surrounding neighborhoods based on the rezoning discussion that had taken place in recent years. He added that he was not in favor of the City providing financial support to developers.

Mr. Cole Robinson requested that the council hold an executive session at the end of the meeting to discuss potential options for acquisition of the property.

Ms. Selders, Ms. Sharp and Mr. Agniel stated their opposition to public incentives for developers at the property.

After further discussion, Mr. Reddell moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed 11-0.

#### **EXECUTIVE SESSION**

At 9:35 p.m., Mr. Cole Robinson made the following motion:

*"I move the City Council recess into executive session for a period of 15 minutes for a discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, Finance Director, and City Attorney will be present. The open meeting will resume at 9:55 p.m."*

The motion was seconded by Mr. Graves and passed 11-0.



PRAIRIE VILLAGE  
KANSAS

The regular meeting resumed at 9:55 p.m.

At 9:55 p.m., Mr. Cole Robinson made the following motion:

*"I move the City Council recess into executive session for a period of 15 minutes for a discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, Finance Director, and City Attorney will be present. The open meeting will resume at 10:10 p.m."*

The regular meeting resumed at 10:10 p.m.

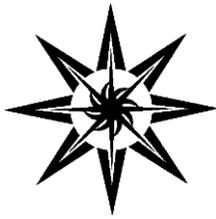
#### **ANNOUNCEMENTS**

Announcements were included in the Council meeting packet.

#### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 10:11 p.m.

Adam Geffert  
City Clerk



**MAYOR**

**Council Meeting Date: April 7, 2025  
CONSENT AGENDA**

**Consider appointment of committee members**

---

**RECOMMENDATION**

Mayor Mikkelson requests council ratification of the appointment/reappointment of the following individuals:

<b>Committee</b>	<b>First Name</b>	<b>Last Name</b>	<b>Term</b>	<b>New/Reappoint</b>
Parks and Recreation	Andrew	Mohn	2025-26	New*
Parks and Recreation	Emily	Meyer	2025-27	New
Parks and Recreation	Greg	Bortnick	2025-27	New
Parks and Recreation	Diane	Mares	2025-27	Reappointment
Parks and Recreation	Jay	Moorman	2025-27	Reappointment
Parks and Recreation	Matthew	Moder	2025-27	Reappointment
Environmental Committee	Jeff	Roberts	2025-27	New
Environmental Committee	Magda	Born	2025-27	Reappointment
Environmental Committee	Tamara	McMahon	2025-27	Reappointment
Environmental Committee	Penny	Mahon	2025-27	Reappointment
Environmental Committee	Nathan	Kovac	2025-27	Reappointment

\*Completing a vacated term

**BACKGROUND**

The individuals listed above have expressed interest in service on the indicated Prairie Village committees. Committee chairs and staff have reviewed all applications, met with the individuals and desire to have these committee members appointed. The new volunteer application is attached.

**ATTACHMENTS**

Volunteer applications

**PREPARED BY**

Adam Geffert

City Clerk

Date: April 1, 2025

## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 7, 2025

**Copy of Ordinance**  
3048

Ordinance Page No. \_\_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

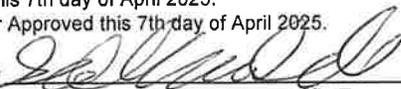
NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
32336-32379	2/7/2025	46,998.76	
32380-32392	2/11/2025	13.00	
32392-32476	2/14/2025	265,950.86	
32477-32490	2/21/2025	232,022.00	
32491-32553	2/28/2025	482,909.68	
Payroll Expenditures			
2/7/2025		468,441.22	
2/21/2025		462,636.43	
Electronic Payments			
Electronic Pmnts	2/1/2025	7,961.34	
	2/7/2025	21,329.91	
	2/14/2025	10,337.12	
	2/20/2025	4.11	
	2/25/2025	1,134.40	
	2/26/2025	1,820.90	
	2/27/2025	1,200,000.00	
	2/28/2025	167,425.00	
<b>TOTAL EXPENDITURES:</b>			<b>3,368,984.73</b>
Voided Checks			
	Check #	( Amount )	
Council Checks	32380-32392	(13.00)	
New Again	32454	(3,743.40)	
Standard & Poors	32487	(215.00)	
Carrie Graves	32514	(322.00)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(4,293.40)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>3,364,691.33</b>

Section 2. That this ordinance shall take effect and be in force from and after its passage.

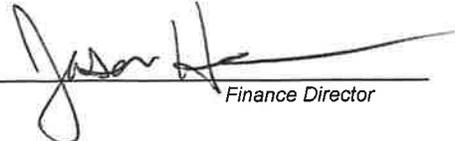
Passed this 7th day of April 2025.

Signed or Approved this 7th day of April 2025.

ATTEST:

  
City Treasurer

ATTEST:

  
Finance Director

Payroll Date:	2/7/2025
Total Amount ADP Debited From PV Accounts	\$ 378,531.33
M,N-(K) KPERS Employer	\$ 23,992.43
(K) KPERS Employee	\$ 13,441.16
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 22,115.26
(L) DC457 Employee Contribution	\$ 14,575.54
(L) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,357.12
(P) POLPEN Police Pension Employee	\$ 5,773.08
	<u>\$ 468,441.22</u>

Payroll Date:	2/21/2025
Total Amount ADP Debited From PV Accounts	\$ 373,845.45
M,N-(K) KPERS Employer	\$ 23,892.33
(K) KPERS Employee	\$ 13,385.08
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 21,709.64
(L) DC457 Employee Contribution	\$ 14,392.27
(L) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,083.28
(P) POLPEN Police Pension Employee	\$ 5,673.08
	<u>\$ 462,636.43</u>

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	<u>\$ -</u>

# Accounts Payable

## Checks by Date - Summary by Check Date



**PRAIRIE VILLAGE**  
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	841	Elavon	02/01/2025	0.00	83.20
ACH	841	Elavon	02/01/2025	0.00	283.73
ACH	945	UMB Bank ACH	02/01/2025	0.00	737.55
ACH	1248	Bluefin Payment Systems	02/01/2025	0.00	61.90
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	02/01/2025	0.00	1,952.69
ACH	9	Evergy - KCPL - ACH	02/01/2025	0.00	4,842.27
Total for 2/1/2025:				0.00	7,961.34
ACH	311	ADP Electronic Debit	02/07/2025	0.00	6,623.05
ACH	9	Evergy - KCPL - ACH	02/07/2025	0.00	14,706.86
32336	2639	Gadine E Acton	02/07/2025	0.00	617.13
32337	3380	All Copy Products Inc	02/07/2025	0.00	234.24
32338	2392	Allegiant Networks LLC	02/07/2025	0.00	2,223.63
32339	3553	Joan Assenberg	02/07/2025	0.00	689.73
32340	3342	Sharon Louise Barnes	02/07/2025	0.00	904.06
32341	3941	Andrew Edward Blessng	02/07/2025	0.00	600.80
32342	3943	Teresa Carol Chow	02/07/2025	0.00	629.89
32343	3339	Dennis Comstock	02/07/2025	0.00	504.71
32344	2404	Cynthia Cowherd	02/07/2025	0.00	703.86
32345	3741	Sheryl Dick	02/07/2025	0.00	490.80
32346	3750	Elaine Dunn	02/07/2025	0.00	601.22
32347	245	Easy Ice LLC	02/07/2025	0.00	75.21
32348	2898	Evergy - KCPL	02/07/2025	0.00	314.63
32349	2666	Fiber Platform LLC	02/07/2025	0.00	700.00
32350	3748	Nancy G Fielder	02/07/2025	0.00	716.09
32351	3696	Fisher, Patterson, Saylor, & Smith, L.L.P.	02/07/2025	0.00	382.50
32352	3749	Joseph A Garcia	02/07/2025	0.00	617.46
32353	3532	Jessica Gattorna	02/07/2025	0.00	559.92
32354	3542	Jacquita James	02/07/2025	0.00	850.76
32355	3333	Frank Kalich	02/07/2025	0.00	556.55
32356	1571	Kansas City Community Gardens	02/07/2025	0.00	161.78
32357	41	Kansas Gas Service	02/07/2025	0.00	737.76
32358	3557	Kevin D. Kennedy	02/07/2025	0.00	711.87
32359	3359	Janet Kerns	02/07/2025	0.00	559.08
32360	3541	Ian Kozlowski	02/07/2025	0.00	713.14
32361	3939	Kevin Lafferty	02/07/2025	0.00	777.40
32362	3343	Kathy and Steven McCalmon	02/07/2025	0.00	639.38
32363	2958	Midwest Shredding Service LLC	02/07/2025	0.00	105.00
32364	3942	Sharon Mitschke	02/07/2025	0.00	796.59
32365	3543	Virgil G Moore	02/07/2025	0.00	588.38
32366	3597	Cheryl Sue Navarre	02/07/2025	0.00	642.75
32367	2824	Robert Nelson	02/07/2025	0.00	705.97
32368	48	Northeast Johnson County Chamber of Con	02/07/2025	0.00	6,700.00
32369	3362	James Olenick	02/07/2025	0.00	729.79
32370	706	Kent Slocum	02/07/2025	0.00	780.99
32371	3938	Suchat Smanot	02/07/2025	0.00	513.15

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
32372	72	Staples Business Advantage	02/07/2025		0.00	85.29
32373	3940	Jo Statler	02/07/2025		0.00	756.33
32374	3034	Verizon	02/07/2025		0.00	123.24
32375	1042	Verizon Wireless	02/07/2025		0.00	1,006.74
32376	3310	Virtual Project Manager LLC	02/07/2025		0.00	15,000.00
32377	111	WaterOne	02/07/2025		0.00	137.25
32378	3734	Steven Gerard Whalen	02/07/2025		0.00	490.80
32379	3331	Catherine Wilson	02/07/2025		0.00	562.89
Total for 2/7/2025:					0.00	68,328.67
32380	3949	Chi Nguyen, Councilmember Ward 3	02/11/2025	VOID	1.00	0.00
32381	3353	Cole Robinson, Councilmember Ward 1	02/11/2025	VOID	1.00	0.00
32382	3355	Dave Robinson, Councilmember Ward 4	02/11/2025	VOID	1.00	0.00
32383	3356	Gregory Shelton, Councilmember Ward 5	02/11/2025	VOID	1.00	0.00
32384	3179	Ian Graves, Councilmember Ward 6	02/11/2025	VOID	1.00	0.00
32385	2988	Inga Selders, Councilmember Ward 2	02/11/2025	VOID	1.00	0.00
32386	3950	Lori Sharp, Councilmember Ward 3	02/11/2025	VOID	1.00	0.00
32387	1927	Mayor Eric Mikkelson	02/11/2025	VOID	1.00	0.00
32388	3952	Nick Reddell, Councilmember Ward 5	02/11/2025	VOID	1.00	0.00
32389	2717	Ronald W. Nelson, Councilmember Ward 2	02/11/2025	VOID	1.00	0.00
32390	1929	Terrence Gallagher, Councilmember Ward 4	02/11/2025	VOID	1.00	0.00
32391	3948	Terry O'Toole, Councilmember Ward 1	02/11/2025	VOID	1.00	0.00
32392	3951	Tyler Agniel, Councilmember Ward 4	02/11/2025	VOID	1.00	0.00
Total for 2/11/2025:					13.00	0.00
ACH	1288	BMO Harris Bank NA- ACH	02/14/2025		0.00	10,337.12
32393	2265	All City Management Services Inc	02/14/2025		0.00	3,988.52
32394	2330	Allied Services LLC	02/14/2025		0.00	407.30
32395	156	Blue Cross Blue Shield of Kansas City	02/14/2025		0.00	138,460.18
32396	3089	Bob Allen Ford Inc	02/14/2025		0.00	576.00
32397	3945	Denise Carrier	02/14/2025		0.00	601.87
32398	3110	City Wide Maintenance Company Inc	02/14/2025		0.00	11,240.00
32399	3568	Consolidated Fire District 2	02/14/2025		0.00	1,350.00
32400	2024	Custom Lighting Services LLC	02/14/2025		0.00	6,420.00
32401	3523	Daikin TMI LLC	02/14/2025		0.00	1,770.00
32402	3738	Randy M Davis	02/14/2025		0.00	672.88
32403	1668	Stephanie Davis	02/14/2025		0.00	736.96
32404	158	Delta Dental of Kansas	02/14/2025		0.00	6,703.54
32405	3944	Diagnostic Services of Kansas State, Inc.	02/14/2025		0.00	216.75
32406	3741	Sheryl Dick	02/14/2025		0.00	263.64
32407	1131	Disko Promotions Inc	02/14/2025		0.00	151.68
32408	245	Easy Ice LLC	02/14/2025		0.00	245.25
32409	1065	EE Reimbursement	02/14/2025		0.00	190.00
32410	1118	EE Reimbursement	02/14/2025		0.00	66.00
32411	1401	EE Reimbursement	02/14/2025		0.00	66.00
32412	2462	EE Reimbursement	02/14/2025		0.00	66.00
32413	2960	EE Reimbursement	02/14/2025		0.00	132.00
32414	3156	EE Reimbursement	02/14/2025		0.00	584.00
32415	3816	EE Reimbursement	02/14/2025		0.00	176.00
32416	3863	EE Reimbursement	02/14/2025		0.00	154.00
32417	3865	EE Reimbursement	02/14/2025		0.00	110.00
32418	3937	EE Reimbursement	02/14/2025		0.00	44.00
32419	756	EE Reimbursement	02/14/2025		0.00	66.00
32420	2980	Enterprise FM Trust	02/14/2025		0.00	14,930.44
32421	2584	Susan Farrell	02/14/2025		0.00	768.97

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
32422	3922	Fidelity Security life Insurance Company	02/14/2025		0.00	873.51
32423	88	First Call	02/14/2025		0.00	309.82
32424	85	Force America Inc	02/14/2025		0.00	186.52
32425	3742	Kathleen Frederick	02/14/2025		0.00	742.02
32426	388	Fun Services of Kansas City	02/14/2025		0.00	2,147.50
32427	2101	Marianne Gaines	02/14/2025		0.00	786.89
32428	3770	Phyllis Gamel	02/14/2025		0.00	640.00
32429	1886	GPS Insight LLC	02/14/2025		0.00	159.80
32430	384	GT Distributors	02/14/2025		0.00	3,395.16
32431	3953	Timothy P. Higgins	02/14/2025		0.00	620.41
32432	3449	HUB International Great Plains	02/14/2025		0.00	1,400.00
32433	3763	Hunter Law Group, P.A.	02/14/2025		0.00	7,370.00
32434	3680	Independent Truck Upfitters Inc	02/14/2025		0.00	181.85
32435	3931	Innovative Fluid power West Inc.	02/14/2025		0.00	227.02
32436	2316	Integrity Locating Services LLC	02/14/2025		0.00	2,433.20
32437	383	International Association of Chiefs of Polic	02/14/2025		0.00	875.00
32438	3472	J Webb Inc	02/14/2025		0.00	47.50
32439	575	J&D Equipment Inc	02/14/2025		0.00	2,408.70
32440	1230	J&J Printing Inc	02/14/2025		0.00	337.75
32441	694	Johnson & Wyandotte Counties Council of	02/14/2025		0.00	560.00
32442	84	Johnson County Wastewater	02/14/2025		0.00	144.76
32443	3570	Kansas CareNow Urgent care	02/14/2025		0.00	95.00
32444	757	Kansas Department of Revenue	02/14/2025		0.00	125.00
32445	2335	Kansas One-Call System Inc	02/14/2025		0.00	207.48
32446	1168	Kaw Valley Engineering Inc	02/14/2025		0.00	150.00
32447	2891	Woonli Khiew	02/14/2025		0.00	676.47
32448	21	KU Midwest Occupational Health	02/14/2025		0.00	1,963.00
32449	205	Lawson Products	02/14/2025		0.00	1,327.76
32450	213	Legal Record	02/14/2025		0.00	44.28
32451	3330	James Mance	02/14/2025		0.00	929.77
32452	627	Susan Myers	02/14/2025		0.00	797.01
32453	3376	Mynatt Truck & Equipment Co Inc	02/14/2025		0.00	1,168.38
32454	1247	New Again Inc	02/14/2025	VOID	3,743.40	0.00
32455	25	Office Depot	02/14/2025		0.00	144.20
32456	369	Overland Park Garden Center Inc	02/14/2025		0.00	239.16
32457	3733	P&A Administrative Services Inc.	02/14/2025		0.00	750.00
32458	3933	Danielle Pinnell	02/14/2025		0.00	2,500.00
32459	3947	Renaissance Life and Health Insurance Co	02/14/2025		0.00	12,782.81
32460	3536	Nancy Kepner Robinson	02/14/2025		0.00	639.16
32461	3743	Constance Beth Rodriguez	02/14/2025		0.00	582.06
32462	102	Safety-Kleen Systems Inc	02/14/2025		0.00	525.50
32463	777	Rodney Sanders	02/14/2025		0.00	795.00
32464	73	SBCO	02/14/2025		0.00	2,243.75
32465	2667	SiteOne Landscape Supply Holding LLC	02/14/2025		0.00	4,945.24
32466	2308	Stanard & Associates Inc	02/14/2025		0.00	550.00
32467	3904	Tool Country Inc	02/14/2025		0.00	11.97
32468	2433	Traffic and Parking Control Co Inc	02/14/2025		0.00	323.00
32469	3718	Traffic Control Corp	02/14/2025		0.00	3,900.00
32470	3103	TWAS Topco LP	02/14/2025		0.00	208.00
32471	2047	United Rentals (North America) Inc	02/14/2025		0.00	714.51
32472	1042	Verizon Wireless	02/14/2025		0.00	2,992.28
32473	3539	Theresa Maureen Wallerstedt	02/14/2025		0.00	711.23
32474	3349	Shirley Waring	02/14/2025		0.00	679.03
32475	737	West Publishing Corp	02/14/2025		0.00	762.41
32476	3576	Ada Young	02/14/2025		0.00	718.61
Total for 2/14/2025:					3,743.40	272,544.58

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	310	Kansas Department of Revenue - "online p	02/20/2025	0.00	4.11
			Total for 2/20/2025:	0.00	4.11
32477	2330	Allied Services LLC	02/21/2025	0.00	168,815.52
32478	605	Columbia Capital Management LLC	02/21/2025	0.00	19,270.50
32479	1031	Financial Printing Resource Inc	02/21/2025	0.00	650.00
32480	944	Gilmore & Bell PC	02/21/2025	0.00	24,500.00
32481	1032	Grant Street Group	02/21/2025	0.00	2,250.00
32482	84	Johnson County Wastewater	02/21/2025	0.00	760.18
32483	41	Kansas Gas Service	02/21/2025	0.00	2,865.01
32484	967	Kansas State Of	02/21/2025	0.00	375.00
32485	145	Robin A. Lewis	02/21/2025	0.00	1,425.00
32486	1019	Moody's Investors Service	02/21/2025	0.00	9,000.00
32487	1033	Standard & Poor's Financial Services LLC	02/21/2025	VOID	215.00
32488	111	WaterOne	02/21/2025	0.00	1,275.79
32489	672	EE Reimbursement	02/21/2025	0.00	310.00
32490	751	EE Reimbursement	02/21/2025	0.00	310.00
			Total for 2/21/2025:	215.00	231,807.00
ACH	1288	BMO Harris Bank NA- ACH	02/25/2025	0.00	1,134.40
			Total for 2/25/2025:	0.00	1,134.40
ACH	311	ADP Electronic Debit	02/26/2025	0.00	1,820.90
			Total for 2/26/2025:	0.00	1,820.90
ACH	1288	BMO Harris Bank NA- ACH	02/27/2025	0.00	1,200,000.00
			Total for 2/27/2025:	0.00	1,200,000.00
ACH	147	Kansas State Treasurer	02/28/2025	0.00	167,425.00
32491	2265	All City Management Services Inc	02/28/2025	0.00	4,660.52
32492	3380	All Copy Products Inc	02/28/2025	0.00	234.24
32493	534	Arbor Masters Tree & Landscape	02/28/2025	0.00	4,715.00
32494	3958	Mary K. Bertoldie	02/28/2025	0.00	664.46
32495	156	Blue Cross Blue Shield of Kansas City	02/28/2025	0.00	145,066.48
32496	3089	Bob Allen Ford Inc	02/28/2025	0.00	344.63
32497	790	Cellco Partnership	02/28/2025	0.00	193.10
32498	1723	Cheryl Citron	02/28/2025	0.00	531.26
32499	3353	Cole Robinson, Councilmember Ward 1	02/28/2025	0.00	322.00
32500	3832	Sean Dougherty	02/28/2025	0.00	87.19
32501	1572	EE Reimbursement	02/28/2025	0.00	44.00
32502	2460	EE Reimbursement	02/28/2025	0.00	44.00
32503	2979	EE Reimbursement	02/28/2025	0.00	22.00
32504	3156	EE Reimbursement	02/28/2025	0.00	44.00
32505	3864	EE Reimbursement	02/28/2025	0.00	22.00
32506	3954	EE Reimbursement	02/28/2025	0.00	44.00
32507	524	EE Reimbursement	02/28/2025	0.00	44.00
32508	3959	CUSIP Global Services FactSet Research S	02/28/2025	0.00	215.00
32509	3453	Fast N Friendly LLC	02/28/2025	0.00	19,384.64
32510	3956	Mary R. Ferraro	02/28/2025	0.00	721.79
32511	88	First Call	02/28/2025	0.00	472.08

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
32512	2112	Forensic Psychology Associates Inc	02/28/2025	0.00	1,800.00
32513	3955	Adrienne Kristina Goss	02/28/2025	0.00	568.99
32514	3867	Carrie Graves	02/28/2025	VOID	0.00
32515	384	GT Distributors	02/28/2025	322.00	2,328.76
32516	3338	Kim Horgan	02/28/2025	0.00	749.58
32517	2129	Imaging Office Systems Inc	02/28/2025	0.00	10,804.10
32518	3680	Independent Truck Upfitters Inc	02/28/2025	0.00	1,064.16
32519	2988	Inga Selders, Councilmember Ward 2	02/28/2025	0.00	414.00
32520	575	J&D Equipment Inc	02/28/2025	0.00	3,372.18
32521	1986	JM Fahey Construction Co	02/28/2025	0.00	152,936.70
32522	3570	Kansas CareNow Urgent care	02/28/2025	0.00	80.00
32523	3957	Stacy J. Krieg	02/28/2025	0.00	671.41
32524	21	KU Midwest Occupational Health	02/28/2025	0.00	847.00
32525	3737	Karen A Lasho	02/28/2025	0.00	644.66
32526	97	Lawrence Pest Control Company Inc	02/28/2025	0.00	360.00
32527	205	Lawson Products	02/28/2025	0.00	69.50
32528	375	League of Kansas Municipalities	02/28/2025	0.00	25.00
32529	213	Legal Record	02/28/2025	0.00	195.89
32530	92	Lexington Plumbing and Heating Company	02/28/2025	0.00	3,223.00
32531	3190	Lexipol LLC	02/28/2025	0.00	17,138.41
32532	1927	Mayor Eric Mikkelson	02/28/2025	0.00	670.96
32533	275	Missouri Door Co. Inc.	02/28/2025	0.00	350.46
32534	3376	Mynatt Truck & Equipment Co Inc	02/28/2025	0.00	407.85
32535	1247	New Again Inc	02/28/2025	0.00	3,496.60
32536	100	O'Dell Service Company Inc	02/28/2025	0.00	4,543.46
32537	2072	Olsson Associates	02/28/2025	0.00	15,673.53
32538	190	Pitney Bowes Lease	02/28/2025	0.00	210.18
32539	2141	Pre-Paid Legal Services Inc	02/28/2025	0.00	606.10
32540	2744	Pro Circuit Inc	02/28/2025	0.00	1,084.83
32541	3913	Cynthia Ptacek	02/28/2025	0.00	561.83
32542	1007	Rejis Commission	02/28/2025	0.00	1,398.07
32543	102	Safety-Kleen Systems Inc	02/28/2025	0.00	2,338.13
32544	73	SBCO	02/28/2025	0.00	756.25
32545	2667	SiteOne Landscape Supply Holding LLC	02/28/2025	0.00	3,870.60
32546	3723	Sound Thinking Inc.	02/28/2025	0.00	7,575.00
32547	279	Sunflower Equipment LLC	02/28/2025	0.00	2,344.99
32548	2469	Taylor-made Co	02/28/2025	0.00	6,159.04
32549	2568	TREKK Design Group LLC	02/28/2025	0.00	7,320.20
32550	238	United Community Services of Johnson Co	02/28/2025	0.00	47,000.00
32551	20	Tara Wakefield	02/28/2025	0.00	81.12
32552	99	Work Zone Inc	02/28/2025	0.00	646.75
32553	3179	Ian Graves, Councilmember Ward 6	02/28/2025	0.00	322.00
Total for 2/28/2025:				322.00	650,012.68
Report Total (232 checks):				4,293.40	2,433,613.68



# PUBLIC WORKS DEPARTMENT

Council Consent Agenda: April 7, 2025

## CONSIDER APPROVAL OF A CONTRACT WITH McANANY CONSTRUCTION FOR THE 2025 UBAS PROGRAM (UBAS2025)

### RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with McAnany Construction for the 2025 UBAS Program in the amount of \$395,000.

### BACKGROUND

Ultra-thin bonded asphalt surface (UBAS) is an asphalt surface treatment used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather. This treatment is being used on Prairie Village arterial and collector streets.

On March 12, 2025, the office of the City Clerk opened bids for the 2025 UBAS Program. Two bids were received:

McAnany Construction	\$ 295,000.00
Superior Bowen	\$ 299,515.00
Engineer's Estimate	\$ 353,201.75

City staff have reviewed the bids for accuracy and recommends awarding the project to the low and responsible bidder, McAnany Construction.

In order to maximize the purchase power of 2025 bids, the contract will be awarded at the budget amount of \$395,000. Staff will select the next street on the list that fits the requirements for this type of surface treatment to add to the project.

### FUNDING SOURCE

There is funding available in the CIP Project UBAS2025.

Construction	\$395,000
Testing	\$ 5,000
Total	\$400,000

### ATTACHMENTS

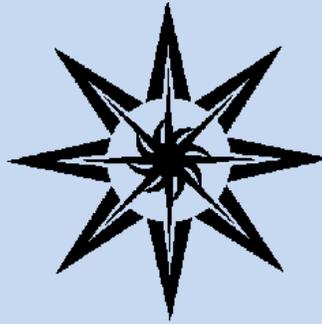
1. Construction Agreement with McAnany Construction.
2. UBAS2025 Map

### PREPARED BY

Melissa Prenger, City Engineer

April 1, 2025

**CONSTRUCTION AGREEMENT**



**UBAS2025  
2025 UBAS PROGRAM**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

---

**McANANY CONSTRUCTION**

CONSTRUCTION CONTRACT  
FOR  
UBAS2025 | 2025 UBAS PROGRAM

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
McANANY CONSTRUCTION

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and McANANY CONSTRUCTION, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2025 UBAS PROGRAM, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

**WHEREAS**, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

**WHEREAS**, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

**WHEREAS**, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

**WHEREAS**, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

**ADVERSE WEATHER** shall have the meaning set forth in Section 9.3 hereof.

**APPLICATION FOR PAYMENT** shall mean a written request for compensation for Work performed on forms approved by the City.

**BID** shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

**BID DOCUMENTS** shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

**BID PROPOSAL** shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

**BONDS** shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

**CERTIFICATE FOR PAYMENT** shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

**CHANGE ORDER** is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

**CITY** shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

**CONTRACT** or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

**CONTRACT PRICE** shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

**CONTRACT TIME** shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

**CONTRACTOR** shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

**DEFECTIVE WORK** shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

**FIELD ORDER** shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

**FINAL ACCEPTANCE** shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

**GENERAL CONDITIONS** shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

**INSPECTOR** shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

**NOTICE TO PROCEED** shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

**PAY ESTIMATE NO. \_\_\_\_ or FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

**PLANS** shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT** shall mean the Project identified in the first paragraph hereof.

**PROJECT MANAGER** shall mean the person appointed by the Public Works Director for this Contract.

**PROJECT MANUAL** shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

**PROJECT SEGMENTS** shall have the meaning set forth in Section 7.1 hereof.

**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

**SHOP DRAWINGS** shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**SPECIFICATIONS** shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

**SPECIAL CONDITIONS** shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

**SUBCONTRACTOR** shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION** shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

**TOTAL COMPLETION** shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

**TOTAL PROJECT WORK** shall have the meaning set forth in Section 7.1 hereof.

**UNIT PRICE WORK** shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

**UNUSUALLY SEVERE WEATHER** shall have the meaning set forth in Section 9.4 hereof.

**WORK** shall the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

**WORK SCHEDULE** shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

- act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### 4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS(\$395,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### 5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

## 6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications

stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

## 7. **WORK SCHEDULE:**

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments.**" A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

## **8. DELAYS AND EXTENSIONS OF TIME**

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein

ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

**9. ADVERSE WEATHER:**

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## 10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set

forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## 11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be

deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

## 12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in

accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

### **13. CLAIMS BY THE CONTRACTOR**

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance

- of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this

Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

#### **14. CHANGES IN THE WORK**

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -  
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:  
 Policy MUST include the following condition:  
 NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

- Is authorized to do business in the State of Kansas;
- Carries a Best's policy holder rating of A- or better; and
- Carries at least a Class VIII financial rating, **or**
- Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
  - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

- 16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

**"The Contractor"** means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and **"Loss"** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
  - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
  - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

## 19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

## 20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

## **21. RIGHT OF CITY TO TERMINATE**

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

## **22. MISCELLANEOUS:**

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

- if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

McANANY CONSTRUCTION

(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

McANANY CONSTRUCTION

(typed company name)

7700 Mission Road

15320 MIDLAND DRIVE

(typed address)

Prairie Village, Kansas 66208

SHAWNEE, KANSAS 66217

(typed city, state, zip)

913-385-4647 (Public Works)

913-631-5440

(typed telephone number)

(date of execution)

(date of execution)

TO BE FILLED IN BY PV ON DATE OF AWARD

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, Alex Aggen

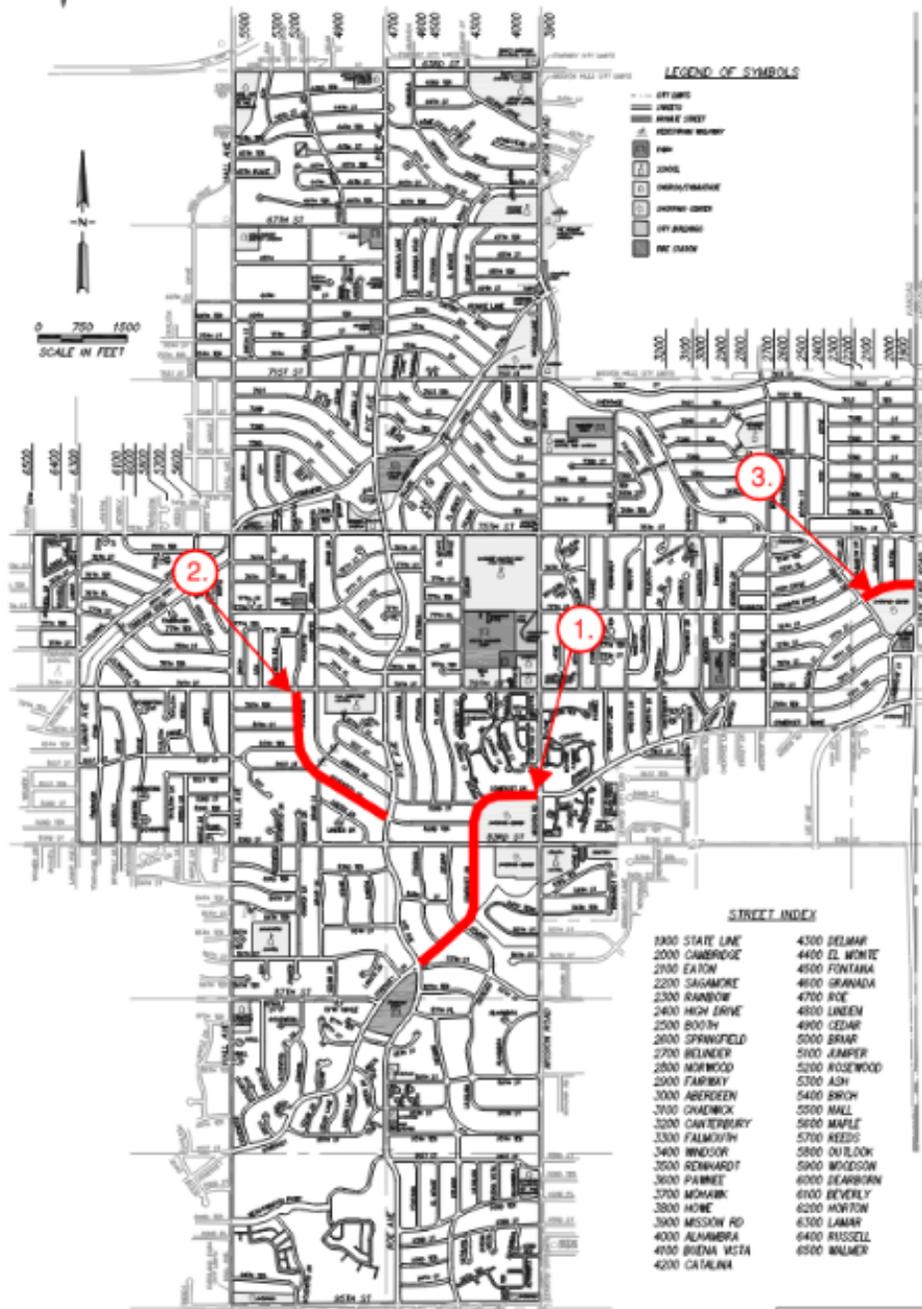
(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

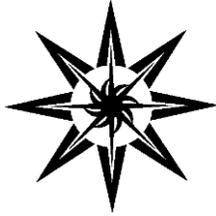
# UBAS2025 | 2025 UBAS PROGRAM

1. SOMERSET DR (MISSION RD TO ROE AVE)
2. ROSEWOOD DR (79<sup>TH</sup> ST TO ROE AVE)
3. 76<sup>TH</sup> ST (STATELINE TO BOOTH DR)



CITY OF PRAIRIE VILLAGE  
*Star of Kansas*





## PUBLIC WORKS DEPARTMENT

Council Consent Agenda: April 7, 2025

### CONSIDER APPROVAL OF A CONTRACT WITH SUNFLOWER PAVING FOR THE 2025 CONCRETE REPAIR PROGRAM (CONC2025)

---

#### RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Sunflower Paving Inc. for Project CONC2025 2025 Concrete Repair Program for \$595,000.

#### BACKGROUND

On February 26, 2025, the City Clerk opened bids for Project CONC2025, 2025 Concrete Repair Program. Six bids were received:

JM Fahey	\$619,840.50
Superior Bowen	\$607,356.50
Kansas Heavy Construction	\$592,063.50
Leath and Sons	\$569,430.00
Phoenix	\$559,991.88
Sunflower Paving	\$418,457.60
Engineers Estimate	\$594,150.00

The budget for this project is \$600,000 and the contract award is set at \$595,000 annually. Locations of repairs will be adjusted (increased) to utilize the budget. The remaining \$5,000 will be used for testing. This program consists of repairs to deteriorated concrete sidewalk, curb and ADA ramps.

Sunflower Paving is a new contractor for the City of Prairie Village and has been primarily working in the Topeka and Lawrence area on similar projects. References were positive and municipalities expressed their readiness to hire the contractor in the future. Staff has also spoken with the project manager from Sunflower regarding the project scope and confirmed their understanding of the work.

City staff has reviewed the bids for accuracy, found no errors and recommends award to the lowest responsible bidder, Sunflower Paving

#### FUNDING SOURCE

There is funding in the CIP project CONC2025.

#### ATTACHMENTS

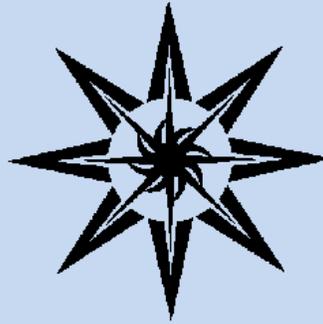
1. Agreement with Sunflower Paving

#### PREPARED BY

Melissa Prenger, City Engineer

April 1, 2025

**CONSTRUCTION AGREEMENT**



**CONC2025  
2025 CONCRETE REPAIR PROGRAM**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**SUNFLOWER PAVING INC.**

CONSTRUCTION CONTRACT  
FOR  
CONC2025 | 2025 CONCRETE REPAIR PROGRAM

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
SUNFLOWER PAVING INC.

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and SUNFLOWER PAVING INC., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2025 CONCRETE REPAIR PROGRAM, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

**WHEREAS**, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

**WHEREAS**, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

**WHEREAS**, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

**WHEREAS**, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

**ADVERSE WEATHER** shall have the meaning set forth in Section 9.3 hereof.

**APPLICATION FOR PAYMENT** shall mean a written request for compensation for Work performed on forms approved by the City.

**BID** shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

**BID DOCUMENTS** shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

**BID PROPOSAL** shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

**BONDS** shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

**CERTIFICATE FOR PAYMENT** shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

**CHANGE ORDER** is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

**CITY** shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

**CONTRACT** or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

**CONTRACT PRICE** shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

**CONTRACT TIME** shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

**CONTRACTOR** shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

**DEFECTIVE WORK** shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

**FIELD ORDER** shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

**FINAL ACCEPTANCE** shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

**GENERAL CONDITIONS** shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

**INSPECTOR** shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

**NOTICE TO PROCEED** shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

**PAY ESTIMATE NO. \_\_\_\_ or FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

**PLANS** shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT** shall mean the Project identified in the first paragraph hereof.

**PROJECT MANAGER** shall mean the person appointed by the Public Works Director for this Contract.

**PROJECT MANUAL** shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

**PROJECT SEGMENTS** shall have the meaning set forth in Section 7.1 hereof.

**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

**SHOP DRAWINGS** shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**SPECIFICATIONS** shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

**SPECIAL CONDITIONS** shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

**SUBCONTRACTOR** shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION** shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

**TOTAL COMPLETION** shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

**TOTAL PROJECT WORK** shall have the meaning set forth in Section 7.1 hereof.

**UNIT PRICE WORK** shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

**UNUSUALLY SEVERE WEATHER** shall have the meaning set forth in Section 9.4 hereof.

**WORK** shall the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

**WORK SCHEDULE** shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

- act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### **4. CONTRACT COST**

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of FIVE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS (~~\$595,000.00~~) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### **5. WORK SUPERINTENDENT**

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

## 6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications

stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

## 7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

## **8. DELAYS AND EXTENSIONS OF TIME**

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein

ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

**9. ADVERSE WEATHER:**

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## 10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set

forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## 11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be

deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.
- 12. COMPLETION AND FINAL PAYMENT**
- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in

accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

### **13. CLAIMS BY THE CONTRACTOR**

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance

- of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this

Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

#### **14. CHANGES IN THE WORK**

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -  
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:  
 Policy MUST include the following condition:  
 NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

- Is authorized to do business in the State of Kansas;
- Carries a Best's policy holder rating of A- or better; and
- Carries at least a Class VIII financial rating, **or**
- Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
  - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

- 16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

**"The Contractor"** means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and **"Loss"** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
  - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
  - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

## 19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

## 20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

## **21. RIGHT OF CITY TO TERMINATE**

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

## **22. MISCELLANEOUS:**

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

- if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

SUNFLOWER PAVING INC.

(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

SUNFLOWER PAVING INC.

(typed company name)

7700 Mission Road

1451 N 1823 RD

(typed address)

Prairie Village, Kansas 66208

LAWRENCE, KANSAS 66045

(typed city, state, zip)

785-856-4590

(typed telephone number)

(date of execution)

(date of execution)

*Power of Attorney for date to be filled in at time of Council approval*

SEAL

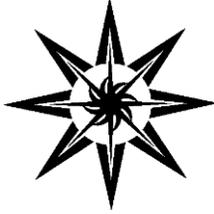
ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, Alex Aggen

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)



# PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 7, 2025  
Consent Agenda

## CONSIDER BID AWARD FOR PURCHASE OF SWIMMING POOL CHEMICALS

### RECOMMENDATION

Staff recommends the City Council approve the bid award to Edwards Chemical for swimming pool chemicals.

### BACKGROUND

On March 19, 2025, the City Clerk opened bids for swimming pool chemicals. One swimming pool chemical bid was received. Edwards Chemical has provided this service in previous years.

The 2025 budget includes \$50,000 for swimming pool chemicals. The 2025 bid pricing is estimated to be a slight increase to the 2024 pricing.

Description	Units	Edwards Chemical 2024 Bid	Edwards Chemical 2025 Bid	Brenntag Mid-South
Calcium Chloride (50 pound bags)	Pounds	\$ 0.53	\$ 0.53	
Chlorine	Gallons	\$ 3.22	\$ 3.28	
Soda Ash (50 pound bags)	Pounds	\$ 0.508	\$ 0.508	
Sodium Bicarbonate (50 lb. bags)	Pounds	\$ 0.506	\$ 0.506	
Sulfuric Acid (55 gallon drums)	Gallons	\$ 3.130	\$ 3.130	
Sodium Thiosulfate (50 lb. bags)	Pounds	\$ 1.970	\$ 1.670	
Delivery Charge	Each	\$ 54.00	\$ 54.00	

**NO  
BID**

### FUNDING SOURCE

Funds in the amount of \$50,000 are available in the Public Works Swimming Pool Operating Budget.

### PREPARED BY

Keith Bredehoeft, Director of Public Works

Date March 20, 2025

## **City of Prairie Village 2025 Swimming Pool Chemical Bid**

**Bid Opening: Wednesday, March 19, 2025 at 3:00 PM**

Prepared by:

City of Prairie Village  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, KS, 66208  
(913) 385-4647  
[publicworks@pvkansas.com](mailto:publicworks@pvkansas.com)

**NOTICE TO BIDDERS**

Sealed proposals will be received by the City Governing Body of Prairie Village, Kansas at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas, until **3:00 PM Central Time on March 19, 2025**, for **Swimming Pool Chemicals**.

All proposals shall be submitted in specially marked sealed envelopes addressed to the City Clerk. At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the bid documents are available online at [www.pvkansas.com/business/bids-proposals](http://www.pvkansas.com/business/bids-proposals) or at the Public Works Facility at 3535 Somerset Drive, Prairie Village, KS.

No bid may be withdrawn within a period of thirty (30) days from and after the date fixed for opening bids.

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

Adam Geffert, City Clerk

## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL STATEMENT

All proposals shall be made on the forms provided and attached to these contract documents. Each proposal must be enclosed in a sealed envelope plainly marked as **“2025 Swimming Pool Chemicals”**. All proposals are to be addressed to **“City Clerk, City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas, 66208.”**

### 2.0 PROPOSAL GUARANTEE

None Required

### 3.0 TAXES

It is the intent of the City to supply the Bidder with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on this proposal. The Bidder shall, in preparing the proposal, omit from the computed costs all appropriate Sales and Compensating Taxes. Copies of all invoices associated with this proposal, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the City. All such invoices will be held by the City for a period of not less than five (5) years.

### 4.0 WITHDRAWAL OF BID

No bidder may withdraw its proposal for a period of thirty (30) days after the date and hour set for the receiving of said proposals. A bidder may withdraw the proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

### 5.0 ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept the proposal which, in its judgment, is the best bid for the material covered by the proposal. The City reserves the right to award the proposal, or to reject any or all proposals, for any reasons, and to waive irregularities and information in any proposal submitted.

### 6.0 SIGNATURES OF BIDDERS

Each bidder shall sign its proposal, using its usual signature and giving its full business address. Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons should also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “president”, “secretary”, or other designation without disclosing the principal may be held to be the proposal of the individual signing. When requested by the City, a statement, sealed with the corporation seal, will be furnished stating that the individual signing the bid, is authorized to do so on behalf of the corporation.

### 7.0 LOCAL CONDITIONS AFFECTING WORK

Each bidder shall thoroughly and fully inform itself relative to the intended use of the item being bid. The bidder shall inform itself that all conditions and factors, local and otherwise, which could affect the prosecution and completion of the work and cost thereof, have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the work.

**8.0 INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed work is in doubt as to the true meaning of any part of the specifications, proposal, contract documents, conditions, or other parts of these documents, they may submit to the City Clerk a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered for any other explanations or interpretations of such documents which any person presumes to make on behalf of the city before expiration of the ultimate time set for the receipt of bids.

**9.0 BASES OF AWARD**

The decision on the award of this bid proposal will be based on the lowest unit prices reasonably meeting the specifications and providing suitable service based on references.

---

**DETAILED SPECIFICATIONS****1.0 General**

**1.1** The intent of this specification is to provide typical swimming pool chemicals for maintenance of water quality in accordance with required standards.

**2.0 Physical and Chemical Specifications**

**2.1** The following Chemical specifications are requested:

- 1.) Calcium Chloride (77-80%) Flake – Synonyms: Calcium Chloride, Hydrated.
- 2.) Sodium Hypochlorite 10% Liquid Chlorine – Synonyms: Bleach.
- 3.) Soda Ash Natural Light – Synonyms: Soda Ash Light; Sodium Carbonate: Soda Ash, Disodium Carbonate; Soda Calcined; Carbonic Acid Disodium Salt.
- 4.) Sodium Bicarbonate – Synonyms: Baking Soda.
- 5.) 40% Sulfuric Acid – Synonyms: Dihydrogen Sulfate; Oil of Vitriol; Vitriol Brown Oil; Acide Sulfurque ((French).
- 6.) Sodium Thiosulfate, Anhydrous and Crystal – Synonyms: Sodium hyposulfite; “hypo”; Sodium Thiosulfate Pentahydrate (crystal); Prismatic Rice.

**2.2** Include with the bid all of the Material Safety Data Sheets (MSDS) for each type of chemical bid.

**3.0 Delivery**

**3.1** The bidder shall provide a telephone number and email address for ordering swimming pool chemicals.

**3.2** The City may either telephone or email orders for delivery of swimming pool chemicals.

**3.3** Delivery will be made to 7711 Delmar, Prairie Village, Kansas, during the normal work hours of **Monday through Friday 7:00 AM to 3:00 PM**. Special times must be arranged in advance by contacting Ryan King at (913)385-4638 or (913)385-4647.

**3.4** The Bidder will be required to unload and place chemicals in designated location. The Bidder will also need the ability to pump chlorine into tanks, as there is no fill location on the exterior of the building. The distance to the tanks is approximately 70 feet. Please contact us if a sight visit is needed prior to bidding.

**3.5** The City will issue purchase orders for various quantities during the contract period, which may be lower or may be higher than that specified amount in the bid proposal.

**3.6** All orders must be delivered within 48 hours of ordering. Occasionally there might be the need for emergency response fulfillment within 24 hours.

Submitted by: EDWARDS CHEMICALS**PROPOSAL FORM**

To the City of Prairie Village, Kansas:

The **undersigned Bidder**, having examined the Proposal Documents and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements for the proposed work; and (c) all other factors and conditions affecting or that may be affected by the work,

**HEREBY PROPOSES** to furnish all required material to perform all necessary labor and supervision; and to provide all work stipulated in, required by, and in accordance with, the Proposal Documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that the Bidder will accept in full payment sums determined by applying to the quantities of the following items, and the following unit prices. The Bidder understands that the estimated quantities herein given are not guaranteed to be exact or total quantities required for the completion of the work, and that increases or decreases may be made over or under the estimated quantities to provide for needs that are determined during the progress of the Work and that prices bid shall apply to such increased or decreased quantities as follows:

Item	Description	Units	Qty	Unit Price	Total Amount
1	Calcium Chloride (50 pound bags)	Pounds	2,500	\$ .53	\$ 1325.00
2	Chlorine	Gallons	14,500	\$ 3.28	\$ 47,560
3	Soda Ash (50 pound bags)	Pounds	250	\$ .508	\$ 127.00
4	Sodium Bicarbonate (50 pound bags)	Pounds	2,500	\$ .506	\$ 1265.00
5	Sulfuric Acid (55 gallon drums)	Gallons	220	\$ 3.13	\$ 688.60
6	Sodium Thiosulfate (50 pound bags)	Pounds	200	\$ 1.67	\$ 334.00
7	Delivery Charge <sup>35#</sup>	Each	1	\$ 54.00	\$ 54.00
8	Telephone Number for Ordering	913-365-5158			
9	Email Address for Ordering	KHOLT@H2OENL.COM.			

The **undersigned Bidder** declares:

That the Bidder has been regularly engaged in work of the class required by the specifications for 47 years, and respectfully invites our attention to the following work that has been completed under the direction of the Bidder:

Proposal	Location	Contact	Telephone Number
CITY OF PRAIRIE VILLAGE	4 OUTDOOR POOLS 1 COMMCTR	JOEY PROCELL	913-948-0022
CITY OF SHAWNEE	2 OUTDOOR POOLS	SHAWNY	913-530-0610

That the Bidder proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, equipment and to do all the work specified in the documents of the Proposal in the manner therein prescribed and according to the requirements of the City as therein set forth.

Addendum receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Proposal Documents:

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Submitted by: EDWARDS CHEMICAL

The undersigned Bidder hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned Bidder agrees and assures the City that if awarded this Proposal, the Bidder will fully abide by the requirements of these Proposal Documents.

If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned Bidder within thirty (30) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned Bidder will, within ten (10) calendar days after the date of such mailing, faxing, or delivery of such notice, execute and deliver a Proposal in the form of Contract attached.

The undersigned Bidder hereby designates as the office of the Bidder to which such notice of acceptance may be mailed, faxed, or delivered:

EDWARDS CHEMICALS

Typed name of Bidder

913-365-5158

Telephone Number

1504 ROSEPORT RD

Street Address

ELWOOD, KS 66024

City, State, Zip

KHOLTCHROENIG.COM

Email

Signature of Bidder:

If an Individual: \_\_\_\_\_, doing

business as \_\_\_\_\_.

If a Partnership: \_\_\_\_\_, by

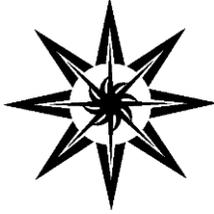
member of firm \_\_\_\_\_

If a Corporation: Edward V. Holtchroenig, by

title SALES MGR. (Seal)

Incorporated in State of KS.

Dated: 3-19-2025



# PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 7, 2025  
Consent Agenda

## CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

---

### RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Enhanced Salt at \$96.77 per ton delivered.

### BACKGROUND

Advertised bids were opened on March 19, 2025, by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bid responses were received:

<u>Company</u>	<u>Rock Salt</u>	<u>Enhanced Salt</u>
Central Salt	\$75.32 per ton	\$96.77 per ton
Independent Salt	\$72.25 per ton	No Bid
Cargill	No Bid	No Bid
Compass Mineral	No Bid	No Bid

The bid price for 2024 was \$96.53 per ton for Enhanced Salt.

Since 2013 we have exclusively used the Enhanced Salt product and plan to do the same for 2025. It has been proven to be effective, and it has many additional benefits.

It is anticipated that **only** Enhanced Salt will be purchased under this bid. The 2025 Budget includes \$105,000 for salt.

### FUNDING SOURCE

Funding is available in the 2025 Public Works Operating Budget

### ATTACHMENT

Enhanced Snow Slicer information sheet

### PREPARED BY

Keith Bredehoeft, Director of Public Works

Date: March 20, 2025

**City of Prairie Village  
2025 Highway Rock Salt Bid  
&  
Alternate Bulk Deicer**

**Bid Opening: Wednesday, March 19, 2025 at 3:00 PM**

Prepared by:

City of Prairie Village  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, KS, 66208  
(913) 385-4647  
[publicworks@pvkansas.com](mailto:publicworks@pvkansas.com)

**NOTICE TO BIDDERS**

Sealed proposals will be received by the City Governing Body of Prairie Village, Kansas at the office of the **City Clerk, 7700 Mission Road, Prairie Village, Kansas**, until **3:00 PM Central Time on March 19, 2025**, for **Highway Rock Salt & Alternate Bulk Deicer**.

All proposals shall be submitted in specially marked sealed envelopes addressed to the City Clerk. At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the bid documents are available online at **[www.pvkansas.com/business/bids-proposals](http://www.pvkansas.com/business/bids-proposals)** or at the Public Works Facility at 3535 Somerset Drive, Prairie Village, KS.

No bid may be withdrawn within a period of thirty (30) days from and after the date fixed for opening bids.

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

Adam Geffert, City Clerk

---

## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL STATEMENT

All proposals shall be made on the forms provided and attached to these contract documents. Each proposal must be enclosed in a sealed envelope plainly marked as “**2025 Highway Rock Salt & Alternate Bulk Deicer**”. All proposals are to be addressed to “**City Clerk, City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas, 66208.**”

### 2.0 PROPOSAL GUARANTEE

None Required

### 3.0 TAXES

It is the intent of the City to supply the Bidder with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on this proposal. The Bidder shall, in preparing the proposal, omit from the computed costs all appropriate Sales and Compensating Taxes. Copies of all invoices associated with this proposal, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the City. All such invoices will be held by the City for a period of not less than five (5) years.

### 4.0 WITHDRAWAL OF BID

No bidder may withdraw its proposal for a period of thirty (30) days after the date and hour set for the receiving of said proposals. A bidder may withdraw the proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

### 5.0 ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept the proposal which, in its judgment, is the best bid for the material covered by the proposal. The City reserves the right to award the proposal, or to reject any or all proposals, for any reasons, and to waive irregularities and information in any proposal submitted.

### 6.0 SIGNATURES OF BIDDERS

Each bidder shall sign its proposal, using its usual signature and giving its full business address. Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons should also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “president”, “secretary”, or other designation without disclosing the principal may be held to be the proposal of the individual signing. When requested by the City, a statement, sealed with the corporation seal, will be furnished stating that the individual signing the bid, is authorized to do so on behalf of the corporation.

### 7.0 LOCAL CONDITIONS AFFECTING WORK

Each bidder shall thoroughly and fully inform itself relative to the intended use of the item being bid. The bidder shall inform itself that all conditions and factors, local and otherwise, which could affect the prosecution and completion of the work and cost thereof, have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the work.

**8.0 INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed work is in doubt as to the true meaning of any part of the specifications, proposal, contract documents, conditions, or other parts of these documents, they may submit to the City Clerk a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered for any other explanations or interpretations of such documents which any person presumes to make on behalf of the city before expiration of the ultimate time set for the receipt of bids.

**9.0 BASES OF AWARD**

The decision on the award of this bid proposal will be based on the lowest unit price closest reasonably meeting the specifications and providing suitable service in the past.

## DETAILED SPECIFICATIONS

### 1.0 General

- 1.1 The intent of this specification is to describe HIGHWAY ROCK SALT & ALTERNATE BULK DEICER which are to be used for thawing ice and removal of pack snow. Whenever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of the invitation to bid.
- 1.2 HIGHWAY ROCK SALT & ALTERNATE BULK DEICER shall be of fresh stock. Reclaimed products will not be accepted.
- 1.3 Product are to be delivered to the location stated below.
- 1.4 Bidder can bid on either Option 1: Highway Rock Salt; Option 2: Alternate Bulk Deicer or Both Options.

### 2.0 Highway Rock Salt Physical and Chemical Specifications

- 2.1 HIGHWAY ROCK SALT should contain at least 95% Sodium Chloride. It shall meet the following size requirements:

<u>Medium ROCK SALT U.S. SCREEN MESH</u>	<u>Percent Passing</u>
Passing 3/8" Square Mesh	100%
Passing #4	20% to 40%
Passing #6	2% to 15%
Passing #10	0% to 2%

- 2.2 Each bidder shall submit a sample of at least two pounds of the type of salt he/she proposes to furnish, if requested by the City. Each sample shall be plainly marked to show the name of the bidder.
- 2.3 Tests of salt delivered under the bid will be made from time to time, to confirm the specifications.

### 3.0 Alternate Bulk Deicer

- 3.1 The Alternate Bulk Deicer is for an enhanced deicer pre-wetting product for use on our winter road maintenance program. The product will need to have less bound or scatter than that of regular bulk salt. The product should be less harmful to our trucks and spreaders and have less of an environmental impact overall. The product's effectiveness should be able to continue to melt snow and ice below zero degrees Fahrenheit. It should also be free flowing from our trucks and not form clumps or lumps while being stored in our stockpile.
- 3.2 If submitting pricing for the ALTERNATE BULK DEICER you must attach the Material Safety Data sheets which are to include the composition/information on ingredients. You should also include promotional information that describes the proposed ALTERNATE BULK DEICER.
- 3.3 Each bidder shall submit a sample of at least two pounds of the type of ALTERNATE BULK DEICER he/she proposes to furnish, if requested by the City. Each sample shall be plainly marked to show the name of the bidder.
- 3.4 Tests of ALTERNATE BULK DEICER delivered under the bid will be made from time to time, to confirm the submitted specifications.

### 4.0 Delivery

- 4.1 The bidder shall provide a telephone number and email address for ordering product.

- 4.2 The City may either telephone or email orders for delivery of product.
- 4.3 Delivery will be made to 3535 Somerset Drive, Prairie Village, Kansas, during the normal work hours of **Monday through Friday 7:00 AM to 3:00 PM**. Special times must be arranged in advance by contacting James Carney at (913) 385-4644 or (913) 385-4647.
- 4.4 **The City can only accept delivery via rear-dumping trucks.**
- 4.5 The City will issue purchase orders for various quantities during the twelve month contract period, which may be lower or may be higher than that specified amount in the bid proposal.
- 4.6 All product must be delivered within 30 days of order.

Submitted by: Central Salt, LLC

**PROPOSAL FORM**

**To the City of Prairie Village, Kansas:**

The undersigned Bidder, having examined the proposed proposal documents and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements for the proposed work; and (c) all other factors and conditions affecting or that may be affected by the work,

**HEREBY PROPOSES** to furnish all required material to perform all necessary labor and supervision; and to provide all work stipulated in, required by, and in accordance with, the proposed Proposal Documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that the Bidder will accept in full payment sums determined by applying to the quantities of the following items, and the following unit prices. The Bidder understands that the estimated quantities herein given are not guaranteed to be exact or total quantities required for the completion of the work, and that increases or decreases may be made over or under the estimated quantities to provide for needs that are determined during the progress of the Work and that prices bid shall apply to such increased or decreased quantities as follows:

Item	Description	Units	Qty	Unit Price	Total Amount
<b>Option 1</b>					
1-1	Highway Rock Salt	Tons	1,200	\$ 75.32	\$ 90,384.00
1-2	Minimum Truck Load <u>25</u> Tons				
1-3	Telephone Number for Ordering <u>620-257-5626</u>				
1-4	FAX Number for Ordering <u>620-257-5052</u>				
1-5	Email Address <u>lyoung@centralsalt.com or lyonsorders@centralsalt.com</u>				
<b>Option 2</b>					
2-1	Alternate Bulk Deicer	Tons	1,200	\$ 96.77	\$ 116,124.00
2-2	Minimum Truck Load <u>25</u> Tons				
2-3	Telephone Number for Ordering <u>620-257-5626</u>				
2-4	FAX Number for Ordering <u>620-257-5052</u>				
2-5	Email Address <u>lyoung@centralsalt.com or lyonsorders@centralsalt.com</u>				

The undersigned Bidder declares:

That the Bidder has been regularly engaged in work of the class required by the specifications for 27 years, and respectfully invites our attention to the following work that has been completed under the direction of the Bidder:

Proposal	Location	Contact	Telephone Number
State of Iowa	Various Locatons	Julie Brown	515-239-1892
State of Kansas	Various Locations	Jessica Godfredson	785-296-3266

That the Bidder proposes and agrees, if this proposal is accepted, to provide all necessary machinery, tools, equipment and to do all the work specified in the documents of the proposal in the manner therein prescribed and according to the requirements of the City as therein set forth.

Addendum receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Proposal Documents:

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Submitted by: Central Salt, LLC

The undersigned Bidder hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned Bidder agrees and assures the City that if awarded this Bid, the Bidder will fully abide by the requirements of these Bid Documents.

If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned Bidder within thirty (30) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned Bidder will, within ten (10) calendar days after the date of such mailing, faxing, or delivery of such notice, execute and deliver the Bid Document.

The undersigned Bidder hereby designates as the office of the Bidder to which such notice of acceptance may be mailed, faxed, or delivered:

Central Salt, LLC  
Typed name of Company

620-257-5626  
Telephone Number

Lori Young  
Contact  
1420 State Rd 14  
Street Address

lyoung@centralsalt.com  
Email

Lyons, KS 67554  
City, State, Zip

Signature of Bidder:

If an Individual: \_\_\_\_\_, doing  
business as \_\_\_\_\_.

If a Partnership: \_\_\_\_\_, by  
member of firm \_\_\_\_\_.

If a Corporation: <sup>LLC</sup> Central Salt, LLC - Stephanie Murphy , by  
title Business Manager. (Seal)

Incorporated in State of Missouri.

Dated: 3/14/25.



## PUBLIC WORKS DEPARTMENT

Council Meeting: April 7, 2025  
Consent Agenda

### CONSIDER TRAFFIC AND PEDESTRIAN SAFETY ON 66<sup>TH</sup> STREET WEST OF MISSION ROAD

#### RECOMMENDATION

Move to approve the installation of a speed table and install pedestrian beacons at the crosswalk on 66<sup>th</sup> Street just west of Mission Road.

#### BACKGROUND

This item was presented and discussed at the February 18, 2025 Committee of the Whole and council agreed to install the speed table as well as the pedestrian beacon at the crosswalk. The council voted to move it to the next City Council meeting for formal approval.

The cost for these two items will be about \$20,000.

-Speed Table- \$13,000.00. Funded by the 2025 Street Rehabilitation Program.

-Pedestrian Beacon- \$ 7,000.00. Funded by the Operations Budget for Street signs.

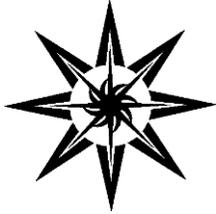
#### ATTACHMENTS

None

#### PREPARED BY

Keith Bredehoeft, Director of Public Works

April 2, 2025



**Consider Amendments to Chapter XI, Article 7. Local Traffic Regulations**

---

**RECOMMENDATION**

Staff recommends the City Council approve the proposed amendment to Chapter XI Ordinance governing Local Traffic Regulations.

**SUGGESTED MOTION**

Move to approve proposed amendments as specified to Chapter XI - Local Traffic Regulations, Article 7.

**BACKGROUND**

At the March 4, 2025, meeting, the governing body discussed changes to the speed on Tomahawk Road, and asked staff to prepare the attached proposed amendment that would create a single consistent speed of twenty-five (25) miles per hour on Tomahawk Road between Mission Road and 83rd Street.

The current section 11-704(a) has two entries for Tomahawk Road at two different speeds. The proposed amendment condenses these into a single entry and single speed. This change has been reviewed by the Police Department, and the City Attorney has drafted the proposed ordinance.

**PREPARED BY**

Eric McCullough  
Chief of Police  
Date: April 3, 2025

**ATTACHMENT**

Ordinance 2505

**ORDINANCE NO. 2505**

**AN ORDINANCE AMENDING SECTION 11-704 OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section 1.** Section 11-704 of Chapter XI, Article 7, of the Code of the City of Prairie Village, Kansas, is hereby amended to read as follows:

**11-704. SAME; SPEED LIMIT CHANGES.**

A. It having been determined upon the basis of an engineering and traffic investigation that the speed limits permitted by state law and by Section 33 of the current Standard Traffic Ordinance for Kansas Cities adopted by the city from time to time pursuant to Article 6 of this Chapter, are greater or less than is reasonable or safe under the conditions found to exist upon the following streets and/or parts of streets, the following speed limits shall apply where indicated, except as provided in subsections (B) and (C) hereof:

- (1) 75th Street from State Line Road to Walmer Street -- 35 miles per hour.
- (2) Mission Road, from 75th Street south to 95th Street, within the city -- 35 miles per hour.
- (3) Mission Road, from northern City limit south to 75th Street - - 30 miles per hour.
- (4) Nall Avenue from 63rd Street to 95th Street -- 35 miles per hour.
- (5) Roe Avenue from northern City limit to 95th Street -- 35 miles per hour.
- (6) 95th Street from Mission Road to Nall Avenue -- 35 miles per hour.
- (7) 83rd Street from eastern City limit to Lamar Avenue -- 30 miles per hour.
- (8) State Line Road from 71st Street south to 75th Street -- 30 miles per hour.
- (9) State Line Road from 75th Street south to the southern city limits -- 35 miles per hour.
- (10) Cambridge from State Line Road to Somerset Drive -- 30 miles per hour.
- (11) Somerset Drive from State Line Road to Nall Avenue -- 30 miles per hour.
- (12) 79th Street from State Line Road to Mission Road -- 25 miles per hour.
- (13) 79th Street from Mission Road to Lamar Avenue -- 30 miles per hour.
- (14) Tomahawk Road between Mission Road and 83rd Street -- 25 miles per hour.
- (15) 71st Street between State Line Road and Reeds Drive -- 30 miles per hour.

- (16) 63rd Street between Mission Road and Nall Avenue, within the City -- 30 miles per hour.
- (17) All other residential streets not herein otherwise designated -- 25 miles per hour.

B. Except as provided in subsection (C) hereof, the maximum speed limit upon streets or portions of streets abutting school property or adjacent to school crosswalks in those areas designated as school zones shall be the speed limit posted on the appropriately erected signs giving notice of the speed limit in said school zones. The maximum speed to be posted within each school zone shall be determined by the traffic engineer retained by the City to consult on traffic matters, provided the speed limit shall not be less than 20 miles per hour. Maximum speed limits within school zones shall be effective and subject to enforcement by law enforcement officers during those time periods set forth on appropriately erected signs giving notice of the effective hours of enforcement or during those times a flashing yellow beacon is in operation with appropriately erected signs indicating the school zone speed limits are enforced during the times the flashing yellow beacon is in operation. Said traffic engineer shall determine the times of enforcement for school zones within the City, provided such speed limits shall apply only during the hours in which students are normally en route to or from school.

C. Notwithstanding subsection (B), it having been determined upon the basis of an engineering and traffic investigation that the speed limits currently posted for certain school zones are greater or less than is reasonable or safe under the conditions found to exist therein, a speed limit of 25 miles per hour shall apply at the following streets and/or parts of streets as shall be posted in accordance with subsection (B) hereof and during those time periods set forth on appropriately erected signs giving notice of the effective hours of enforcement or during those times a flashing yellow beacon is in operation:

- a. 94th Street & Mission Road (Cure of Ars School)
- b. 83rd Street & Mission Road (Corinth Elementary School)
- c. 73rd Street & Mission Road (St. Ann's School)
- d. 67th Street & Mission Road (Prairie Elementary School)
- e. 63rd Street & Mission Road (Indian Hills Middle School)
- f. 95th Street and Roe Avenue (Trailwood Elementary School)

**Section 2.** Existing Section 11-704 of the Code of the City of Prairie Village, Kansas, and any provisions in conflict herewith are hereby repealed.

**Section 3.** This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2025.

**APPROVED:**

---

Eric Mikkelson, Mayor

**ATTEST:**

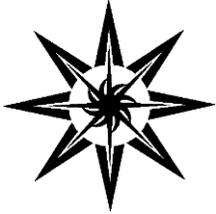
---

Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

---

Alex J. Aggen, City Attorney



## POLICE DEPARTMENT

Council Meeting Date: April 7, 2025

### **CONSENT AGENDA: Addition to Chapter XI, Article 2. Local Regulations**

---

#### **RECOMMENDATION**

Staff recommends the City Council approve the proposed addition to Chapter XI Ordinance governing Local Regulations.

COUNCIL ACTION REQUESTED ON April 7, 2025

#### **BACKGROUND**

At the March 4, 2025, meeting, the governing body discussed adding a local regulation requiring juvenile riders of e-scooters to wear a helmet and voted to move forward with drafting the ordinance. During the discussion the council requested that e-bikes be added to the ordinance and asked staff to prepare the attached proposed ordinance for a helmet requirement. The council committee of the whole voted to move the ordinance forward.

The Police Department has received safety concerns regarding e-scooter use from residents, department members, and the City Council. The department has implemented a multi-faceted approach of education, public messaging, and enforcement in response.

To further promote safe e-scooter practices, particularly among young riders and prevent future incidents, the department recommends a city ordinance requiring helmet use. This ordinance would prioritize education and awareness, with first-time violations resulting in a warning. Subsequent violations could result in a citation, at the officer's discretion. The department intends to use the ordinance to foster positive interactions with e-scooter users and their parents, encouraging voluntary compliance with safety regulations and city ordinances.

#### **PREPARED BY**

Eric McCullough  
Chief of Police  
Date: April 2, 2025

#### **ATTACHMENT**

Ordinance 2504

**ORDINANCE NO. 2504**

**AN ORDINANCE REGARDING MOTORIZED SCOOTER AND ELECTRIC-ASSISTED BICYCLE HELMET REQUIREMENTS FOR MINOR RIDERS, ADDING A NEW SECTION 11-224 TO CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC, ARTICLE 2 (LOCAL REGULATIONS), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.**

**WHEREAS**, the City Council desires to promote the safety of minor riders on motorized scooters and electric-assisted bicycles in Prairie Village and to reduce the risk of head injuries associated with motorized scooter accidents and electric-assisted bicycles; and

**WHEREAS**, the City Council has considered the presence, benefits, and concerns regarding the use of motorized scooters and electric-assisted bicycles within the City, and has after consideration of the issues decided that minor riders should not be permitted to ride motorized scooters or electric-assisted bicycles without equipping a helmet; and

**WHEREAS**, the City desires to spread public awareness and education about the importance of helmet use for minor riders on motorized scooters and electric-assisted bicycles; and

**WHEREAS**, the City desires for a warning system to be implemented for first offenses to further increase awareness.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, THAT:**

**Section 1.** Section 11-224 will be added to the Prairie Village Municipal Code, to state in its entirety as follows:

**11-224 – HELMET REQUIRED FOR MINOR RIDERS OF MOTORIZED SCOOTERS.**

(a) Definitions. When the terms set forth below are used in this Section 11-224, the following definitions shall apply:

- i. **Motorized Scooter:** Motorized Scooter is defined as any wheeled device powered by a gas or electric motor that has a scooter-type or skateboard-type deck and which may have handlebars, and either is designed to be stood upon by the operator, or one with a seat mounted on the deck designed to be sat upon by the operator, but shall not include a three-wheeled or four-wheeled electric-assisted scooter designed and marketed as a mobility aid. Motorized Scooters shall be considered skateboards for purposes of trespassing on private property which has been posted with signs prohibiting skateboards or skateboarding.
- ii. **Electric-Assisted Bicycle:** A bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor that provides assistance only when the rider is pedaling. The electric-assisted bicycle's electric motor must have a power output of no more than 750 watts, be incapable of propelling the device at a speed of more than 20 miles per hour

on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.

- iii. **Helmet:** Helmet is defined as a protective headgear designed to absorb impact and protect the head during an accident, and which meets or exceeds the safety standards set by the Consumer Product Safety Commission (CPSC) or equivalent standard setting body for bicycling or skateboarding activities.
- iv. **Minor:** Minor is defined as a person under 18 years of age.

(b) Helmet Required for Minor Riders. All minor riders, including non-operators, on motorized scooters or electric-assisted bicycles within the city limits of Prairie Village are required to wear a secured helmet while riding.

(c) Warnings and Fines. Violations of this Section 11-224 will result in a warning for a first offense, which warning shall be logged and tracked by the City's police department. Subsequent violations will result in a fine of \$50.00.

(d) Exemptions. This Section 11-224 does not apply to minor riders on motorized scooters or electric-assisted bicycles on private property where the owner has explicitly allowed for such use without a helmet requirement.

**Section 2.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

**PASSED AND ADOPTED BY THE GOVERNING BODY THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

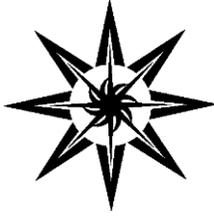
\_\_\_\_\_  
Eric Mikkelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alex Aggen, City Attorney



## INSURANCE COMMITTEE

Council Meeting Date: April 7, 2025

### COU2025-14: Consider 2025-2026 Insurance Renewals

---

#### RECOMMENDATION

The Insurance Committee recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and Lloyds (Cyber Liability) for the coverage year May 2025 to May 2026.

**Traveler's** coverage for year May 2025 to May 2026 will include:

- Property
- Inland Marine
- General Liability
- Employee Benefits Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Employment Practices Liability
- Auto Liability / Auto Physical Damage
- Umbrella
- Crime/Kidnap & Ransom
- Fiduciary Liability
- Worker's Compensation
- Treasurer Bond - Scott McDonald

**Lloyds** coverage for year May 2025 to May 2026:

- Cyber Liability

#### SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and Lloyds at a renewal rate of \$549,273.20 for the upcoming coverage year.

#### BACKGROUND

The Insurance Committee met on January 16, 2025 to discuss the City's insurance needs for the upcoming year. The Committee discussed with HUB changes in City covered property, and any changes to relevant City processes. City staff provides

HUB with detail of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverages needed.

The Insurance Committee reviewed and discussed various aspects of the City's policies. HUB provided estimated renewal rates, which were anticipated to increase over 10% in total across all coverage lines. The Committee directed HUB and City staff to proceed with taking the renewal to market and ask other carriers to bid on the policies. Following this review, HUB proceeded with requesting quotes from 10 carriers who participate in the Municipal market.

Overall, the renewal represents an increase of \$39,908 or 7.2%. HUB continues to use a flat fee commission model. This year's renewal reflects the same flat fee of \$30,000. The proposed policy is very similar to the current plan, with most coverage levels remaining the same. The largest difference is that the umbrella coverage limit was taken from \$10M to \$5M based on the Committee feeling that that was a higher coverage amount than typically carried by cities our size.

Premium amounts are driven both by rate changes as well as increases in the underlying value of the covered exposure. Most of the increase in premium for the 2025-2026 renewal is driven by the Property insurance line. Rates on this service line are increasing nationwide due to higher costs to repair or replace damaged property as well as increasing weather-related claims.

Worker's Compensation decreased \$7,641 or 5% due to a history of minimal claims and safety education efforts, which has led to lowered rates in several classifications. The amount in the expiring premium column reflects the mid-year audited payroll amount. The Cyber Liability rate was able to be reduced by over 20% this year thanks in large part to the City's internal IT team and HUB working through an extensive process reviewing and updating internal security processes in order to receive the best prices. The City and HUB will continue to monitor this market and remain in compliance with best cyber security practices.

## **FUNDING SOURCE**

The insurance coverage period will be from May 1, 2025 through April 30, 2026, which will span two separate budget years. Based off of prior year discussions with HUB, a 7.7% increase was built into the 2025 budget. The proposal that the City received was ultimately slightly under budget. The deductible amounts will be taken from insurance reserve fund.

## **ATTACHMENTS**

- Premium Comparison
- Agreement of Services

---

### **PREPARED BY:**

Jason Hannaman, Finance Director

Date: April 2, 2025

Coverage	Expiring Exposure	Expiring Premium	Expiring Rate	Description of Exposure Basis	Renewal Exposure	Renewal Premium	Renewal Rate	% Difference
Property	\$38,532,028	\$72,846	0.189	Building, Business Personal Property, Business Income Limits	\$40,857,152	\$107,321	\$0.263	38.9%
Inland Marine	\$1,607,007	\$6,846	\$0.43	Scheduled Equipment & Art	\$1,607,007	\$7,318	\$0.45	6.9%
General Liability	\$20,360,490	\$29,745	\$1.46	Net Expenditures less Street/Road, Capital Expenditures, Interfund Transfers or Law Enforcement	\$20,515,376	\$33,788	\$1.65	12.7%
Employee Benefits Liability	220	\$343	\$1.56	Number of Full and Part Time Employees	220	\$343	\$1.56	0%
Law	48	\$43,398	\$904.13	Number of Police Officers (Full/Part Time & Animal Control with Canine)	51	\$45,051	\$883.35	-2.3%
Public Entity Management	\$20,360,490	\$6,818	\$ 0.33	Net Expenditures less Capital Expenditures, Interfund Transfers or Law Enforcement	\$20,515,376	\$7,108	\$0.34	3.5%
Employment Practices Liability	220	\$15,715	\$71.43	Number of Full and Part Time Employees. (Volunteers not used in Rating.)	220	\$17,483	\$79.46	11.3%
Auto Liability	75	\$58,593	\$781.24	Number of Autos & Trailers	83	\$65,918	\$835	6.9%
Auto Physical Damage	75	\$26,756	\$0.618	Number of Autos & Trailers	83	\$28,844	\$0.613	0.6%
Umbrella	\$20,360,490	\$38,225	\$1.88	Net Expenditures less Street/Road, Capital Expenditures, Interfund Transfers or Law Enforcement	\$20,515,376	\$35,587	\$1.74	-7.6%
Crime & Kidnap/Ransom	235	\$5,416	\$22.53	Number of Employees Including Volunteers (Coverage Included in Policy Language)	257	\$5,368	\$20.89	-7%
Fiduciary	426 \$32,800,000	\$4,416	0.13	Participants Current Asset Values All Plans	472 \$37,348,915	\$4,654	0.12	-7.4%
Work Comp	\$9,912,743	\$145,667	1.469	Employee Payroll	\$9,670,901	\$138,026	\$1.43	-2.9%
EMOD	0.68			Experience Modification Rating	0.69			
Cyber	\$34,889,433	\$30,581	\$0.877	Annual Revenue	\$36,937,673	\$25,358.60	\$0.69	-21.7%
Agency Fee with Cyber Credit		\$27,000				\$27,105.60		
<b>Total</b>		<b>\$512,365</b>			<b>Total</b>	<b>\$549,273.20</b>		<b>7.20%</b>

Property Wind Hail Deductible 2% expiring and Renewal

Umbrella Limit \$10M Expiring \$5M Renewal

Cyber Credit \$2,894.40



# Agreement of Services

**THIS AGREEMENT**, is to be effective from **April 1, 2025 to April 1, 2026** by and between **The City of Prairie Village** hereinafter referred to as "Client", and **HUB International Mid-America** hereinafter referred to as "Agency",

**WHEREAS**, Client has need for certain services which can be performed by Agency; and

**WHEREAS**, Agency can provide and desires to render to Client such services; and

**WHEREAS**, the parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the payment terms which shall apply;

**NOW, THEREFORE**, Client desires to compensate Agency relative to placement of the following policies of insurance with policy effective dates:

- a) All Property & Casualty Placements
- b) Worker's Compensation Placement

Client agrees to pay Agency an annual compensation of \$30,000. The compensation will be paid as a consulting fee from the Client to Agency. In the case insurance policies cannot be "net" commission, the fee amount will be reduced. Annual compensation to Agency will not exceed \$30,000.

Client understands and acknowledges that some policies are issued with or without commission and any amount over the agency compensation will be returned. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof; it shall not be amended except by a written amendment signed by both of them and no promise, agreement, or representation not herein set forth shall be of any force or effect between them.

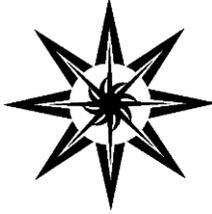
Dated this \_\_\_\_\_ day of April 1, 2025

Client Name: **City of Prairie Village**  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_

Agency: **HUB International Mid-America**  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_

To note: Cyber policy is renewing at \$24,120 x 12% Commission -\$2,894.40 Credit





## POLICE DEPARTMENT

Council Meeting Date: April 7, 2025

COU2025-15

Consider Purchase of Indoor Unmanned Aerial Vehicle (UAV)  
for Police Operations

---

### BACKGROUND

The Police Department intends to purchase a Brinc Lemur 2 indoor tactical UAV for the Police Department. This advanced technology will enhance officer safety and improve situational awareness during building searches related to alarm calls, trespassing incidents, burglaries, search warrants, and other situations requiring entry into potentially occupied structures. The UAV will provide real-time audio and video, two-way communication capabilities, and building mapping, significantly reducing the risk to officers and potentially de-escalating situations. The total cost of \$24,999 will be partially funded by \$15,000 from Department forfeiture funds (permissible under K.S.A 60-4117 for equipment purchases) and \$10,000 from previously approved field equipment funds within the 2025 budget. Forfeiture funds can only be used for specific law enforcement purposes outlined in K.S.A 60-4117 and cannot be used for normal operating expenses. Forfeiture funds can be used for new equipment purchases and training.

Currently, when responding to calls requiring entry into potentially occupied buildings, police officers must physically enter these structures with limited information about potential threats. This process inherently exposes officers to significant risks, including potential encounters with armed suspects, unknown layouts, and concealed dangers. Traditional methods of building searches can be time-consuming and may increase the likelihood of confrontation. This technology will help mitigate the risks to officers and others involved in situations.

### PREPARED BY

Eric McCullough

Chief of Police

Date: April 2, 2025



# Prairie Village KS PD Lemur 2 OPs Bundle

## Prairie Village KS PD

7710 Mission Rd  
Prairie Village, KS 66208  
United States

## Eric McCullough

Chief  
emccullough@pvkansas.com  
913-385-4608

Reference: 20250122-221504863

Quote created: January 22, 2025

Quote expires: May 8, 2025

Quote created by: Toby Sicks

"Territory Account Executive"

toby.sicks@brincdrones.com

+18168093175

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

### Comments from Toby Sicks

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
LEMUR 2 Ops Bundle	L2-	1	\$24,999.00	\$24,999.00
- 1x LEMUR 2 Kit Including: 1x LEMUR 2 Airframe, 1x Controller, 2x Battery, 1x Charging Kit (1x Power Supply, 2x Chargers, 3x USB-C Cables, 1x Power Supply Cable), 1x Spare Parts Kit, 1x Tool Kit, 1x Hard Case	OB-1			
- 1x Accessory Kit Including: 1x Glass Breaker, 1x Dropper, 1x Robot Mount				
- LiveOps Tactical W/ Storage For One Year				
		<b>Total</b>		<b>\$24,999.00</b>
		<b>Total contract value</b>		<b>\$24,999.00</b>

## Purchase terms

Payment Terms: Net 30.

Forms of payment accepted include ACH and wire transfer. VISA, Mastercard, and American Express are accepted on orders less than \$3,000.

## Signature

---

Signature

---

Date

---

Printed name

## Questions? Contact me



Toby Sicks

"Territory Account Executive"

toby.sicks@brincdrones.com

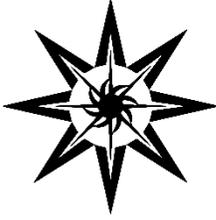
+18168093175

BRINC

3668 Albion PI N

Seattle, WA 98103

United States



# PUBLIC WORKS DEPARTMENT

Council Meeting: April 7, 2025

## COU2025-16 CONSIDER 2026-2030 COUNTY ASSISTANCE ROAD SYSTEM (CARS) PROGRAM

---

### RECOMMENDATION

Staff recommends approval of the 2026-2030 County Assistance Road System (CARS) program.

### BACKGROUND

In order to receive CARS funds, the City must submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2026-2030. It should be noted that the City is committing to fund and construct only the 2026 Program Year with this annual submittal. Out year projects are used by the County to forecast funding needs.

The CARS funding is typically set to 50% of the project's eligible costs of construction related items, including testing, observation and construction. The City is responsible for funding design and the remaining construction costs. Cities are generally guaranteed to have their first priority project. Projects are added or funding reduced based on the available funding in the overall program.

The Public Works Department compiled the list of possible projects below. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk, new ADA ramps, milling/overlaying the pavement or UBAS.

Program Year		Street Segment	From	To	CARS Eligible Costs	CARS Request
2026	1	Roe Avenue	63rd Street	83rd Street	\$1,345,000	\$672,500
2027	1	83rd Street	City Limit	Nall	\$1,458,000	\$729,000
	2U	Nall Avenue	Martway	67th Street	\$860,950 w/ Mission	PV \$159,020 CoM \$311,455
2028	1	75th Street	Mission	Nall	\$3,315,000	\$1,657,500
2029	1U	Roe Avenue	83rd Street	95th Street	\$491,000	\$245,500
2030	1	Mission Road	Tomahawk Road	71st Street	\$1,264,000	\$632,000

### FUNDING SOURCE

Funding will be programmed in the CIP.

### ATTACHMENTS

1. Map of Project Locations

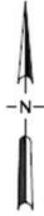
### PREPARED BY

Melissa Prenger, City Engineer

April 1, 2025

2027 UBAS  
Nall Ave, 63<sup>rd</sup> St to 67<sup>th</sup> St

With Mission



- 2026
- 2027
- 2028
- 2029
- 2030

2026 UBAS and Mill & Overlay  
Roe Ave, 63<sup>rd</sup> St to 83<sup>rd</sup> St

2030 Reconstruction  
Mission Rd, Tomahawk to 71<sup>st</sup> St

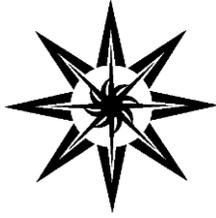
2028 Mill & Overlay  
75<sup>th</sup> St, Mission Rd to Nall Ave

2027 Mill & Overlay  
83<sup>rd</sup> St, Nall Ave to E. City Limit

2029 UBAS  
Roe Ave, 83<sup>rd</sup> St to 95<sup>th</sup> St



# PRAIRIE VILLAGE, KANSAS 2026-2030 CARS PROGRAM



## PUBLIC WORKS DEPARTMENT

Consent Agenda: April 7, 2025

### COU2025-17 CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-23X

---

#### RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for the DRAIN23X storm drainage improvement project funding.

#### BACKGROUND

The Johnson County stormwater management program has approved funding participation for the replacement of the culverts along Village Drive near Brush Creek. The County's funding for this project comes from the Stormwater Management Program's (SMP's) system management renewal funding program.

The City has received the Interlocal Agreement from Johnson County for execution for the DRAIN23X storm drainage project. The agreement limits the County share to 50% of the project's eligible construction costs. The county will have participation for up to \$75,000.00 in reimbursement for the project. The total construction cost for the two replacement locations is \$188,690.

The DRAIN23X construction contract with Kansas Heavy Construction, LLC was approved by council on December 16, 2024. These repairs are scheduled for construction this spring.

#### FUNDING SOURCE

Funding is available in the CIP project DRAIN23X.

#### ATTACHMENTS

Interlocal Agreement with Johnson County (1-PV-2023-R-1)

#### PREPARED BY

Cliff Speegle, Sr. Project Manager

March 27, 2025

**Agreement between  
Johnson County and the City of Prairie Village  
For a Stormwater System Renewal Project  
known as 2023 Drainage Repair Project  
1-PV-2023-R-1**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as 2023 Drainage Repair Project (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
  
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).  
The SAMP can be found at [https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal\\_JOCO%20SMP%20SAMP%20Report.pdf](https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf) or will be provided upon request.
  
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of One Hundred Fifty Thousand Dollars (\$150,000). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
  
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in

the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

6. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

**If to the County:**

Mr. Lee Kellenberger  
Urban Services Division Director  
Johnson County Public Works  
1800 W. Old 56 Highway  
Olathe, KS 66061

**If to the City:**

Keith Bredehoeft, P.E.  
Public Works Director  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, KS 66208

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of  
Johnson County, Kansas**

**City of Prairie Village**

\_\_\_\_\_  
Mike Kelly, Chairman

\_\_\_\_\_  
Eric Mikkelson, Mayor

Attest:

Attest:

\_\_\_\_\_  
Lynda Sader  
Deputy County Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Scott Abbott  
Assistant County Counselor

\_\_\_\_\_  
City Attorney



**PUBLIC WORKS DEPARTMENT**

Council Meeting Date: April 7, 2025

**COU2025-18 CONSIDER CONSTRUCTION CONTRACT WITH WCI, INC. FOR THE DRAIN-25X: 67<sup>TH</sup> STREET RCB REPLACEMENT PROJECT**

---

**RECOMMENDATION**

Move to authorize the Mayor to sign the construction contract with WCI, Inc. in the amount of \$846,376.50 for the replacement of the storm drainage system as part of the Storm Drainage Repair Program.

**BACKGROUND**

The project replaces the aging channel crossing at 67<sup>th</sup> Street. The pedestrian bridge on the north side of 67<sup>th</sup>, which has reached the end of its life, will also be removed and replaced with sidewalk crossing over the new culvert. It also replaces 400 feet of the drainage channel upstream to El Monte Street. Construction is scheduled to start in late May of 2025. Summer construction is intended to limit disruption to Prairie Elementary School.

On March 19, 2025 the City Clerk opened bids for the project. Three bids were received. The low bid as read was 19% over the engineer’s estimate. The current bid environment continues to be unique and challenging to estimate storm drainage projects based on several factors, including contractor workload, tight site access, and material availability, and schedule limitations due to the location near the school. Staff has contacted other municipalities and they are seeing similar issues with the bidding environment. After reviewing the bid costs and project scope items, staff does not believe re-bidding will produce improved bid results and re-bidding would impact the ability to construct the project while school is out for the summer.

Bids as read:

WCI, Inc.	\$846,376.50
Infrastructure Solutions, LLC	\$1,299,985.00
Pfefferkorn Engineering & Environmental, LLC	\$1,020,000.00
Engineer’s Estimate	\$711,744.00

Staff has reviewed the bids and discussed the scope of work with WCI, Inc. to ensure it was properly bid and they had a good understanding of the project. This contractor has worked in Prairie Village previously and performed similar work for other municipalities and staff recommends awarding the project as presented.

The contract will be awarded for \$846,376.50. Change order authorization up to \$85,000 from the DRAIN25X account is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.



## FUNDING SOURCE

Funds are available in the CIP under the Drainage Repair Program Drain25X.

Johnson County Stormwater System Management is participating in the project cost.

DRAIN25X Project Funding	\$582,821.50
<u>Additional SMP Funds</u>	<u>\$263,555.00</u>
Total Project Funding	\$846,376.50

## ATTACHMENTS

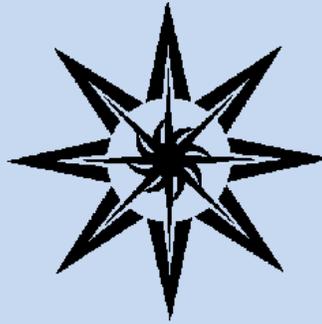
Construction Agreement with WCI, Inc.

## PREPARED BY

Cliff Speegle, Senior Project Manager

March 31, 2025

**CONSTRUCTION AGREEMENT**



**DRAIN25X  
67TH STREET RCB**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**WCI INC.**

CONSTRUCTION CONTRACT  
FOR  
DRAIN25X 67TH STREET RCB

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
WCI INC.

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and WCI Inc., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 67TH STREET RCB , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

**WHEREAS**, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

**WHEREAS**, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

**WHEREAS**, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

**WHEREAS**, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

**ADVERSE WEATHER** shall have the meaning set forth in Section 9.3 hereof.

**APPLICATION FOR PAYMENT** shall mean a written request for compensation for Work performed on forms approved by the City.

**BID** shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

**BID DOCUMENTS** shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

**BID PROPOSAL** shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

**BONDS** shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

**CERTIFICATE FOR PAYMENT** shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

**CHANGE ORDER** is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

**CITY** shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

**CONTRACT** or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

**CONTRACT PRICE** shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

**CONTRACT TIME** shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

**CONTRACTOR** shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

**DEFECTIVE WORK** shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

**FIELD ORDER** shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

**FINAL ACCEPTANCE** shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

**GENERAL CONDITIONS** shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

**INSPECTOR** shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

**NOTICE TO PROCEED** shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

**PAY ESTIMATE NO. \_\_\_\_** or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

**PLANS** shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT** shall mean the Project identified in the first paragraph hereof.

**PROJECT MANAGER** shall mean the person appointed by the Public Works Director for this Contract.

**PROJECT MANUAL** shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

**PROJECT SEGMENTS** shall have the meaning set forth in Section 7.1 hereof.

**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

**SHOP DRAWINGS** shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**SPECIFICATIONS** shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

**SPECIAL CONDITIONS** shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

**SUBCONTRACTOR** shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION** shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

**TOTAL COMPLETION** shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

**TOTAL PROJECT WORK** shall have the meaning set forth in Section 7.1 hereof.

**UNIT PRICE WORK** shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

**UNUSUALLY SEVERE WEATHER** shall have the meaning set forth in Section 9.4 hereof.

**WORK** shall the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

**WORK SCHEDULE** shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

- act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### 4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of Eight Hundred Forty Six Thousand Three Hundred Seventy Six and 50/100 **DOLLARS (\$846,376.50)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### 5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

**6. PROJECT MANAGER**

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

## 7. **WORK SCHEDULE:**

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments.**" A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

## **8. DELAYS AND EXTENSIONS OF TIME**

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

**9. ADVERSE WEATHER:**

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 **“Adverse Weather”** is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

9.4 **“Unusually Severe Weather”** is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## 10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## 11. PAYMENT PROCEDURE

11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.

11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

## **12. COMPLETION AND FINAL PAYMENT**

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the

remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

### **13. CLAIMS BY THE CONTRACTOR**

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

#### **14. CHANGES IN THE WORK**

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order,

and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.

- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## **15. INSURANCE AND BONDS.**

- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- 15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

- 15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -  
Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:  
NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

- 15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- 15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- 15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;  
Carries a Best's policy holder rating of A- or better; and  
Carries at least a Class VIII financial rating, **or**  
Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
  - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

- 16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

**"The Contractor"** means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and **"Loss"** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.
- 17. SUCCESSORS AND ASSIGNS**
- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
  - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

## 19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

## 20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

## **21. RIGHT OF CITY TO TERMINATE**

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

## **22. MISCELLANEOUS:**

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

- if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

**CITY OF PRAIRIE VILLAGE**

**WCI Inc.**

(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Eric Mikkelson \_\_\_\_\_

\_\_\_\_\_  
(typed name)

Mayor \_\_\_\_\_

\_\_\_\_\_  
(typed title)

City of Prairie Village \_\_\_\_\_

WCI Inc. \_\_\_\_\_  
(typed company name)

7700 Mission Road \_\_\_\_\_

25606 Old KC Road \_\_\_\_\_  
(typed address)

Prairie Village, Kansas 66208 \_\_\_\_\_

Paola, KS, 66071 \_\_\_\_\_  
(typed city, state, zip)

\_\_\_\_\_

913-783-4389 \_\_\_\_\_  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

ATTEST:

APPROVED BY:

\_\_\_\_\_  
City Clerk, Adam Geffert

\_\_\_\_\_  
City Attorney, Alex Aggen

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)



## PUBLIC WORKS DEPARTMENT

April 7, 2025

### **COU2025-19 CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TREKK DESIGN GROUP FOR THE 2025 DRAINAGE PROGRAM**

---

#### **RECOMMENDATION**

Move to approve the construction administration agreement with TREKK Design Group for 2025 drainage program projects for \$119,204.00.

#### **BACKGROUND**

The City compliments its own construction inspection forces with consultant inspectors every year. We are moving forward with a large amount of varied construction needs this year.

TREKK has been utilized with previous construction programs and will be providing the same inspection personnel. This will allow for a seamless transition while city inspection forces are continuing with ongoing projects.

This contract will include construction administration services for 2025 Drainage Program construction projects which include the culvert replacement at 67<sup>th</sup> Street near El Monte Street and other various drainage repair locations.

#### **FUNDING SOURCE**

Funding is available in DRAIN25X.

#### **ATTACHMENTS**

1. Agreement with TREKK Design Group

#### **PREPARED BY**

Cliff Speegle, Senior Project Manager

March 31, 2025

# AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

## CONSTRUCTION ADMINISTRATION

For

## 2025 DRAINAGE PROGRAM

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104<sup>th</sup> Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of 2025 DRAINAGE PROGRAM hereinafter called the “**Project**”,

***AND WHEREAS***, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

***AND WHEREAS***, the City has the necessary funds for payment of such services,

***NOW THEREFORE***, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

### **ARTICLE I - RESPONSIBILITIES OF THE CITY**

The CITY designates Clifton Speegle, Senior Project Manager as CITY representative with respect to this Agreement. Mr. Speegle shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## **ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT designates Katie Schleicher as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Senior Project Manager, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not

produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Senior Project Manager, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Senior Project Manager shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Senior Project Manager.

The Construction Manager shall receive and deliver to the Senior Project Manager bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Senior Project Manager promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Senior Project Manager and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Senior Project Manager and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.

- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.

- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.

- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The Construction Manager is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The Construction Manager will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the Construction Manager cannot clearly answer the question, the Construction Manager should refer the questioner to the Senior Project Manager.

The Construction Manager will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Senior Project Manager.

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job

9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be

insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Senior Project Manager.

The Construction Manager is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the Construction Manager.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The Construction Manager shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The Construction Manager shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The Construction Manager are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the Construction Manager to meet and is part of this Agreement.

### **ARTICLE III - COMPENSATION**

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of **\$119,204.00** for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 0. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000

each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

If due to the CONSULTANT'S negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the CONSULTANT liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

**6.4 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. 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. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.5 **Termination for Convenience:** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

**Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

**Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

**Non Discrimination:** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

***IN WITNESS WHEREOF***: the parties hereto have executed this Agreement to be effective as of the date first above written.

**CITY:**

CITY OF PRAIRIE VILLAGE, KS

**CONSULTANT:**

TREKK Design Group, LLC

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

Eric Mikkelson

\_\_\_\_\_  
Mayor

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

Kimberly Robinett

\_\_\_\_\_  
Managing Member

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

TREKK Design Group, LLC  
1411 E. 104<sup>th</sup> Street  
Kansas City, MO 64131  
816-874-4655

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED BY:**

\_\_\_\_\_  
Alex Aggen, City Attorney



**2025 Fee Estimate Worksheet**

**Project Name & Number** Prairie Village - 2025 Storm Drainage Inspection Project

WORK TASK DESCRIPTION	Project Manager	Construction Inspector	Administration	Mileage	Labor Sub-Total	Direct Exp	Sub-Total	TOTAL
	Fee Billing Rate	\$164.00	\$139.00	\$111.00	\$ 0.700			
<b>Task 1 - Drainage Program</b>	74	745	8	3,750	\$ 116,579.00	\$	2,625.00	\$ 119,204.00
Project Administration (see note 1 below)	74		8					
Construction Inspection								
May (3 weeks part time)		75		450				
June 1 thru August 31, full time		520		1950				
September 1 thru Oct. 15, 2025, part time		150		1350				
<b>TOTAL MAN-HOURS / QUANTITY</b>	74	745	8	3750				
<b>UNIT RATE</b>	\$164.00	\$139.00	\$111.00	\$ 0.700				
<b>TREKK DESIGN GROUP FEE TOTAL</b>	<b>\$ 12,136.00</b>	<b>\$ 103,555.00</b>	<b>\$ 888.00</b>	<b>\$ 2,625.00</b>	<b>\$ 116,579.00</b>	<b>\$</b>	<b>2,625.00</b>	<b>\$ 119,204.00</b>

Notes:

1. Part time = 20 to 25 hours a week; Full time= 40 hours a week



**Consider Financial Contribution to Dolyna, Ukraine - Sister City**

---

**BACKGROUND**

Mayor Mikkelson, several councilmembers, and staff recently had a zoom call with Mayor Dyriv, Dolyna, Ukraine, to touch base and discuss continued impacts to their region from the ongoing war with Russia. Although they are not close to the front lines, there are still missile and drone strikes in areas not far from their location. Unfortunately, their region has lost 80 soldiers, an additional six are being held as prisoners, and 40 soldiers are listed as *missing in action*. The loss and incarceration of these soldiers weighs heavily on the Dolyna region. Despite their plight, there is still great pride in their city and are fighting to retain their independence.

During our conversation they asked for our City to advocate on their behalf for continued federal funding as it is vitally important to stem Russian advances. We also discussed if there were any needs the City of Prairie Village could consider to help them in their continued campaign.

On March 25<sup>th</sup>, 2025, we received the attached letter requesting financial assistance in purchasing “quadcopters” aka drones which are “used to monitor large areas, detect hazards, conduct rescue operations, and deliver medicines, humanitarian and other goods as part of the war effort.”

The request would be for quadcopter unit(s) that are in current use by military units. The following models/prices are described:

1. DJI Mavic 3T Thermal - \$5,283 per unit [first choice]
2. DJI Mavic 3 Fly More Combo - \$2,474 per unit [second choice]

*Staff is seeking direction from the City Council on whether to pursue funding this request.*

Attachment:  
Letter from Mayor Dyriv

**Prepared by:**

Wes Jordan  
City Administrator  
Date: April 1, 2025



**MAVIC 3 PRO**  
FLY MORE COMBO WITH RC CONTROLLER

Note: The image is similar to both units



**ДОЛИНСЬКА МІСЬКА РАДА**  
**КАЛУСЬКОГО РАЙОНУ ІВАНО-ФРАНКІВСЬКОЇ ОБЛАСТІ**

проспект Незалежності.5, м. Долина, 77504,  
тел. (03477) 2-70-30, факс (03477) 2-70-35, e-mail: [rada.dolyna.info@gmail.com](mailto:rada.dolyna.info@gmail.com)  
Код ЄДРПОУ 04054317

**To: Mayor Eric Mikkelson**  
**City of Prairie Village, USA**

20.03.2025 № 352/05-19/32в

**Dear Mr Mayor,**

On behalf of the Dolyna City Council, I express my respect to you and all the residents of Prairie Village. We are proud of our sister city cooperation with your municipality and highly appreciate your generosity, humanity and solidarity with the Ukrainian people.

Since the beginning of Russia's full-scale invasion of Ukraine, the Dolyna community has been acting as a rear-guard community, actively helping internally displaced persons and residents of frontline areas, etc. Despite the rather difficult challenges, we continue our activities as a local government body to support the community's life and protect our residents. Our volunteers, local companies, Dolyna City Council, NGOs and local residents are actively raising/allocating funds to purchase four-wheel drive off-road vehicles, ambulances for rescue and evacuation, quadcopters, radios, humanitarian aid, special medical and other equipment. All of the above is critical in the current situation. However, unfortunately, our resources are not enough to cover all the needs.

In continuation of our conversation during our video conference, we would like to ask you to consider financial support for the purchase of quadcopters, which are used to monitor large areas, detect hazards, conduct rescue operations, and deliver medicines, humanitarian and other goods.

Thank you once again for your generosity and willingness to help. We greatly appreciate your initiative, kindness and support.

May the good be returned a hundredfold. We wish you, your families, your city and the entire country peace, goodness and prosperity:

Sincerely yours,  
Mayor of Dolyna



Ivan DYRIV

Виконавчий комітет Долинської МР  
ВІХ № 352/05-19/32в від 20.03.2025





**ДОЛИНСЬКА МІСЬКА РАДА**  
**КАЛУСЬКОГО РАЙОНУ ІВАНО-ФРАНКІВСЬКОЇ ОБЛАСТІ**

проспект Незалежності, 5, м. Долина, 77504,  
тел. (03477) 2-70-30, факс (03477) 2-70-35, e-mail: [rada.dolyna.info@gmail.com](mailto:rada.dolyna.info@gmail.com)  
Код ЄДРПОУ 04054317

**Меру Еріку МІККЕЛЬСОНУ**  
**Прерія Вілледж, США**

20.03.2025 № 352/05-19/32в

**Шановний пане мер,**

Від імені Долинської міської ради висловлюю свою повагу Вам і всім мешканцям Прерії Вілледж. Ми пишаємося побратимською співпрацею з вашим муніципалітетом і високо цінуємо вашу щедрість, людяність і солідарність з українським народом.

Від початку повномасштабного вторгнення рф на територію України Долинська громада виконує функції тилової громади, активно допомагає внутрішньо переміщеним особам та жителям прифронтових територій і т.п. Попри доволі складні виклики, ми продовжуємо свою діяльність як орган місцевого самоврядування для підтримки життєдіяльності громади та захисту наших мешканців. Наші волонтери, місцеві компанії, Долинська міська рада, громадські організації та місцеві жителі активно збирають/виділяють кошти на придбання повнопривідних позашляховиків, автомобілів швидкої допомоги для порятунку та евакуації, квадрокоптерів, рацій, гуманітарної допомоги, спеціального медичного та іншого обладнання. Все вище перелічене є критично важливим у нинішній ситуації. Однак, на жаль, наших ресурсів не вистачає для покриття всіх потреб.

У продовження розмови під час нашої відео-конференції звертаємося до вас з проханням розглянути можливість фінансової підтримки для закупівлі квадрокоптерів, які використовуються для моніторингу великих територій, виявлення небезпек, для проведення рятувальних операцій, доставки медикаментів, гуманітарних та інших вантажів.

Ще раз вдячні за вашу щедрість та бажання допомогти. Ми дуже високо цінуємо вашу ініціативу, доброзичливість та підтримку.

Нехай добро повертається сторицею. Бажаємо вам, вашим родинам, вашому місту і всій країні миру, добра і процвітання.

З повагою,  
Міський голова



Іван ДИРІВ

Виконавчий комітет Долинської МР  
ВІХ № 352/05-19/32в від 20.03.2025

09 47 24



**MAYOR'S ANNOUNCEMENTS**  
**Monday, April 7, 2025**

Diversity Committee	04/08/2025	4:30 p.m.
Parks and Recreation Committee	04/09/2025	4:00 p.m.
Police Pension Board	04/17/2025	1:30 p.m.
City Council	04/21/2025	6:00 p.m.
JazzFest Committee	04/22/2025	5:30 p.m.
Environmental Committee	04/23/2025	5:30 p.m.
VillageFest Committee	04/24/2025	5:30 p.m.
Arbor Day event (at Harmon Park)	04/26/2025	10:00 a.m.

---

---

**INFORMATIONAL ITEMS**  
**April 7, 2025**

1. Arts Council meeting minutes – January 15, 2025
2. Tree Board meeting minutes – February 5, 2025
3. Environmental Committee meeting minutes – February 26, 2025
4. VillageFest meeting minutes – February 27, 2025
5. Planning Commission meeting minutes – March 4, 2025
6. JazzFest meeting minutes – March 25, 2025
7. VillageFest meeting minutes – March 27, 2025
8. April plan of action

## PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

MPR, City Hall

January 15th, 2025

5:30 pm

### BUSINESS MEETING

Ron Nelson called the meeting to order at 5:35 pm. Council members present were:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Abby Margariel            | <input type="checkbox"/> __, city council vice chair               |
| <input checked="" type="checkbox"/> Amy Bagnall               | <input checked="" type="checkbox"/> Maddie Samuel                  |
| <input checked="" type="checkbox"/> Bob Bahr                  | <input checked="" type="checkbox"/> Nickie Lee, staff member       |
| <input type="checkbox"/> Bonnie Limbird, committee vice chair | <input type="checkbox"/> __, open seat                             |
| <input checked="" type="checkbox"/> Gina Ciampi               | <input checked="" type="checkbox"/> Renee Duvall                   |
| <input checked="" type="checkbox"/> Jessica Gattorna          | <input checked="" type="checkbox"/> Ron Nelson, city council chair |
| <input checked="" type="checkbox"/> Joanna Polley             | <input type="checkbox"/> Trudy Williams                            |
| <input checked="" type="checkbox"/> Laurel Thomas             | <input type="checkbox"/> __, student member                        |

The agenda was approved unanimously.

**Public Participation:** none

The **Consent Agenda** was approved unanimously which included:

- a. Approval of the **November 2024** meeting summary..

Ron gave the **City Council Report**.

- No meeting because of holiday and snow week.

Nickie gave the **Current Year Financial Update**.

- One more month until year end financials will be finalized.
- Need to adjust next year's budget due to lower entry fees and donations. Spent more than we made - which was intentional to draw down reserves. Catering was more expensive due to food costs across the board. \$8k fund balance. Can transfer money to the public art fund but not necessary at this time.

**Old Business:** City Update on draft Public Art Policy language - Nickie will wait to see when we have a new liaison in place to carry to council. The City Hall project will include a portion for Public Art.

**New Business:** Consider allocation of \$6,500.00 from Arts Council balance to Public Art Fund - Committee decided to table until next meeting.

Thank you to Ron for participating as our Council Sponsor last year!

The Business Meeting adjourned at 5:55 pm.

### PLANNING MEETING

#### Past Show/Events

The **November/December** show closed this past weekend. Vibes were off due to election results. A lot of complaints about the cheese selection. Suggested we mix up food selection next time. Need to connect with other local arts councils and Interurban Art House/KCAI/etc. to broaden our guest list.

(Joanna) Artists had positive reaction to the event - said they had a lot of good engagement from visitors.

#### Upcoming Event Updates

General - Need to add Facebook events for each opening. Marketing team to explore EventBrite events - can we advertise for free or low cost?

(Maddie) Given the timing of our openings, it would make sense to do a dessert & wine spread (rather than cheese)

(Gina) Could we do a raffle/small prize at each opening? Look into an extra credit program with SMSD to get younger folks to come?

Shooting Stars Update: (Joanna) Committee decided to request a sponsorship of "Strings" at the \$1,400 level again.

**Mar/Apr** - Renee/Laurel

**May/June** - Trudy?

**Remaining 2025 Shows** - Need to resend calendar and have folks sign up

### **Marketing & Communications**

Website-Newsletter-Social Media (Renee, Amy, Jessica, Bob) -

(Amy) Plan to email re: events once a month.

Website - time to make it happen: leave flipcause - table discussion until next meeting when Bonnie can discuss

Fareway (Fairway?) magazine solicitation - Gina will join Bonnie in discussion with owner rep

**Reminder:** to use ArtsKCGo, JoCo Post, and others to put our events on for marketing, and consider emailing to the addresses found on the "Share Event Info with..." tab of the "PVAC Event Calendars & Curators" spreadsheet.

### **Planning Ahead**

no discussion

### **General Updates:Ongoing/Future Meeting/Other**

no discussion

**End.**

**TREE BOARD**  
City of Prairie Village, Kansas

**Minutes**

**Wednesday - February 5, 2025 6:00 pm Meeting**

Public Works Building  
3535 Somerset Drive

The meeting was called to order by the Chair at 6:01 p.m.

Board members present: Bart Altenbernd, Beth Held (minutes), Michael Konovalske, Mark Morgan, Rob Schmitz, Chi Nguyen (Council Liaison), Lindsay Voitik (Chair), Kirk Walters and Whitney Wilson

Other attendees: James Carney (Field Superintendent, Public Works) – James is substituting for Bridget Tolle (Urban Forestry Specialist, Public Works)

- 1) Lindsay introduced the new Board members (Bart Altenbernd and Michael Konovalske) and the new Tree Board Council Liaison (Chi Nguyen). Introductions and a brief background were made by the rest of the Board members, Lindsay also provided her background and work history prior to becoming Chair.
- 2) Review and approve minutes: Lindsay asked if there were edits to the minutes presented, hearing none, a motion was made by Mark Morgan to approve with a second by Rob Schmitz. Motion carried.

**3) Old Business**

- a. Nominate/Recommend reappointment for Tree Board member and Tree Board Chair: Lindsay notified the Board that Beth Held's term is up and asked whether she was interested in renewing her term. Beth respectfully declined stating that her current job with the federal government has posed significant challenges in maintaining any outside volunteer commitments so she would not be able to renew her term, but is more than willing to attend meetings as an interested public and provide assistance to the Board on the tree canopy strategic plan when needed.

The next item of business was to elect a Board Chair. Lindsay was asked to leave the room by James Carney. Whitney Wilson made a motion to re-elect Lindsay Voitik as the Chair, Michael L, seconded. Motion carried. Lindsay was asked to return to the room and announced she will remain as the Chair.

Lindsay suggested that the Board review the applicant packets for a replacement for Beth Held's position. The Board discussed the remaining applicants. A vote was taken by secret ballot. Beth Held counted the votes and announced to the Board

that Colin McCallister won the vote as the newest Board member. Lindsay will contact Colin and let him know his nomination will be forwarded to the Mayor and City Council for approval.

- b. Arbor Day Foundation – Tree City USA application: Lindsay recommended that this item be deferred to the next meeting for discussion when Bridget Tolle returns.
- c. Tree canopy coverage: Lindsay recommended that this item be deferred to the next meeting for discussion when Bridget Tolle returns.

#### 4) **New Business**

- a. Sign Volunteer Waivers (Review CP001): James distributed the volunteer waiver and release forms to each Board member for signature per City of Prairie Village policy. The signed forms were returned to James and the meeting proceeded.
- b. Determine Tree Board meeting months (6 required): A discussion was had among the members in selecting this year's meeting months based on need and calendar events. The Board unanimously decided on March, April, May, June, August and November. Dedicating September or October for the Fall Seminar. Mike K. made a motion to approved the months as presented, Rob S. seconded. Motion carried.

Councilwoman Nguyen suggested that the Board consider participating in this year's "Go Green" event held in September in Mission, KS. The Board proposed to discuss this at the next meeting and added to the agenda for March.

- c. Review minute taking assignments: March – Mike K.; April – Kirk W.; May – Whitney W.; June – Mark M.; August – Bart A.; November – Rob S.
- d. Arbor Day event – Saturday, April 26, 2025: Lindsay advised the Board that nominations are due February 28. Prior to the meeting, Lindsay discussed event location with Bridget. Bridget recommended a newly redeveloped location in Harmon Park between the pool complex and the tennis courts. After a discussion with James and the Board about the proposed location, Beth Held made a motion to select Harmon Park as the preferred location and Rob S. seconded. Motion carried.

The board discussed potential nominees for this year's event. As of the meeting date, no nominations have been received from the Village Voice announcement requesting nominees. Kirk K. recommended nominating Kevin Dunn as this year's honoree and volunteered to complete the nomination form.

The Board will review and select the honoree from the nominations received by the nomination deadline at the next Board meeting.

- e. Village Voice Articles: Bridget Tolle received approval for the Arbor Day event article and is working with Ashley at the City to meet the article posting deadline. Contain the Rain event article - Mark M. asked if Bridget could publish the same article from last year. Lindsay agreed to work with Bridget on that idea.
  
- f. Deep Roots Native Plant Sale – Saturday, April 12<sup>th</sup> from 10:00 a.m. – 2:00 p.m. at the Municipal Campus 7700 Mission Road - Mark M. suggested that the Board confirm if it's going to be a city-sponsored event this year, and if so, can Bridget submit an article for it. Mark M. volunteered to help write the articles on Contain the Rain and Deep Roots if Bridget can submit them to the City. Mark indicated the Plant sale would include City Roots, Parsons and Missouri Wildflower. He recommended adding "Tree" to the name – "Native Plant and Tree Sale" to clarify the sale will also include native trees.
  
- g. Mark M. made a suggestion to the Board on whether they would like to pursue tree mapping that would contribute to the Tree Canopy Strategic Plan. The discussion was deferred to the next meeting when Bridget returns. James C. requested that Mike K. with his background assist with organizing the tree data when collected. Mark M. reintroduced the Arboretum Map as a basemap to spring off of for data. Mark M. explained the rationale behind the "Arboretum Trees" as being classified as the Top 100 Trees located in Harmon, Porter and Franklin City Parks. Mark M. suggest that the Board use this as part of the Tree Canopy Plan to highlight those Top 100 Trees that the City has in their parks as trees of importance.

5) The next Tree Board meeting is scheduled for March 5, 2025.

Beth H. made a motion to adjourn the meeting at 7:25 p.m. Rob S. seconded. Motion carried.

**The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday February 26, 2025 in the Prairie Village City Hall multipurpose room. The recording secretary was Melinda Lewis.**

The meeting was called to order at 5:30 p.m.

Members in attendance were: Chair Greg Shelton, Vice Chair Ian Graves, Melinda Lewis, Piper Reimer, Travis Carson, Amy Brooks, Johanna Comes, Penny Mahon, Tamara McMahon, Travis Carson, Travis Wymore, Rick Wolfarth, and staff liaison Ashley Freburg. Nathan Kovac joined at 6 p.m.

**Approval of the Agenda**

Piper made a motion to amend the agenda to move discussion of Deep Roots events before she needs to leave. Rick seconded. All were in favor. Piper then moved to approve the agenda, and Amy seconded the motion. All were in favor.

**Approval of January 2025 meeting minutes**

Rick made a motion to approve the January 2025 meeting minutes. Penny seconded the motion. All were in favor.

**Vice Chair introduction**

Ward 6 Councilmember Ian graves was introduced as vice chair of the committee.

**Old Business**

1. **Deep Roots Events** - Piper asked that the Environmental Committee use some of its budget to promote the upcoming Deep Roots garden tour and plant sales on behalf of the Mayor's Monarch Pledge subcommittee. The committee's budget of \$8000 includes \$1,600 for promotions. Ashley will reach out to Shawnee Mission Post and look into social media advertising.

Piper made a motion that the committee cover the cost of supplies for seedballs, up to \$50, for the Deep Roots plant sale. Rick seconded the motion. All were in favor.

2. **Mayor's Monarch Pledge** - Piper requested to place an item on a future meeting agenda to reduce pesticides and take other actions on city-managed property.

Greg has separated the Mayor's Monarch Pledge from the Earth Day Proclamation, with a goal of action at the March 17 City Council meeting. EC members are asked to review the draft pledge and commit to council meeting date if possible (it is an obligation for the Mayor's Monarch Pledge process). After committee review, Greg will send to the Mayor for his review and action.

3. **Recycle Right Program Update** - JOCO has made it more than halfway through Prairie Village's recycling audit. They anticipate completing this spring (heading south, following Republic). We saw increased compliance after the first pass (40% error rate first time and single digits after corrective action). The limiting factor is personnel at JOCO (Health &

Environment). EC members are asked to talk with neighbors if there are questions about why people are looking through recycle bins.

4. **Annual Awards & Recognition** – MARC has started an awards program to recognize residents making significant impact on environmental action. Greg is hoping EC may take on identifying and nominating PV residents who should be considered for these awards (e.g. former Executive Director of Bridging the Gap). Would Environmental Committee want to take this on? Committee would be responsible for identifying potential candidates, discussing the nomination, and submitting the application. There are other award processes that we could also consider, to propose candidates that meet those criteria. There are Prairie Village residents who are overdue for this kind of recognition, and the city could recognize these PV residents even if they do not win the metro awards. We could perhaps model the process on the Arbor Day recognition the Tree Board undertakes each year. Greg will outline some awards he knows of, and EC members are asked to brainstorm potential PV residents to honor (~September/October timeframe, with consideration in July/August).
5. **Go Green Volunteer Update** – Greg found a community member to serve as this liaison to take the load off Nathan, but when Nathan arrived, he said he was willing to stay in this role. Rae Nicholson was willing to serve in that role if needed.
6. **Overland Park's Spring Recycling Extravaganza** - April 26 from 9 a.m. – 2 p.m. at Black & Veatch. The EC is committing \$1,062 in financial commitment for this event, but we also need volunteer support. There is an early and a late shift. You can contact Gayle at Overland Park to sign up. Greg wonders if EC wants to promote the call for volunteers, in addition to signing up ourselves (can do as a post in conjunction with promotions of Large Item pickup, with ~\$50 in promotions). The next Village Voice has the information on Large Item pickup and alternatives (since Large Item goes to the landfill).
7. **VillageFest Event Team:** At the last meeting, it was decided that Nathan is taking on the craft and Johanna/Piper are taking on the other components. Johanna will review the plan with the committee in April. Nathan has some new ideas for the craft and wants feedback from the committee. He's interested in wildflower paper that kids could plant to grow wildflowers at home. Johanna noted that the seeds would need to be native plants that are native to our area. This can be challenging to verify due to diverse sourcing. Or, we could have kids make their own paper, using toilet paper and seeds. Nathan has priced wildflower paper, but what is labeled 'native' may not be native to Kansas. Ian suggested that we could buy bulk seeds from Prairie Moon nursery. Tamara has made that before but worries that it will be too messy, and there are also questions about scale for an event of VillageFest's size.
8. **JazzFest Plan:** If we want to have composting at JazzFest, that will need to be written into the food truck's contracts, but we would need commitment from this committee to monitor the compost bins to make sure only compostable materials go in the bins—through the entirety of the event. We'd need ~11 volunteers (across shifts), which would be the entire

committee. Travis asked if the food vendors are on board with purchasing compostable materials, but we need to cover the costs of composting. Johanna is a bit worried about people getting angry. Or we could set up a table to sort and then we put waste into the appropriate bins correctly; however, this could remove the educational component (and it would be more difficult after dark). Greg took a vote re: preference; Travis Carson is in favor of the composting, Nathan is in favor of either, Penny wants to try it. JazzFest is the first Saturday in September. The question remains: how can we recruit more volunteers? Rick will reach out to compost companies for quotes and availability.

9. **NEJC Fall Recycling Event Plan (Extravaganza):** Four people volunteered to take this on at the last meeting: Piper, Tamara, Amy, and Nathan.
10. **Earth Month promotional campaign:** Arbor Day, Native Plant Sale, Recycling – Greg noted there will be an Arbor Day commemoration the week before Earth Day (4/22/25). A tree will be planted in a city park in honor of a Prairie Village resident who has made significant contributions on sustainability or another front.

### **New Business**

1. **Composting pilot program** - Assistant City Administrator Meghan Buum and Environmental Committee Staff Liaison Ashley Freburg have been working with staff at KC Can Compost to develop a pilot program for drop-off composting for Prairie Village Residents. The program would operate as follows:
  - City staff would work with KC Can Compost to install smart cans at Wassmer Park, Harmon Park, and Franklin Park.
  - City staff would work with KC Can Compost on launch timelines, provision of materials, and a public education campaign.
  - After launch, those residents who are interested in participating can sign up for a no-cost account through KC Can Compost, which enables them to order supplies and receive updates
  - City hall would be stocked with the appropriate compostable liners. Residents can order them through the app and pick them up at city hall.
  - Residents who have signed up for an account can use their smart phones to access the smart cans and empty their food waste as often as needed.
  - KC Can Compost will service the bins on a regular weekly schedule.
  - Smart cans are equipped with technology that allows the fullness to be remotely monitored. Not only does this allow composting staff to know when to service the bins, but it also allows residents to see if the bin nearest them is approaching capacity.

Delivery and installation of three smart cans is \$450. Monthly maintenance of three smart cans is \$936/month or \$11,232 annually. Additional pickup if necessary is \$30/week/bin, or \$4,680 annually. The Environmental Committee would contribute \$3,000 and ask City Council for additional funding for the pilot program (we also have some budgeted funds carried over from the Keramida Climate Action plan that could go towards this one-year

pilot).

After discussion, Travis Carson moved to advance to City Council; seconded by Tamara. It passed unanimously.

2. **Tomahawk Elementary STEM Night Plan** – Piper said Tamara is going to be the beekeeper for this event this year. The Monarch guy will be back, and public works will be transporting the butterfly prop for use at the event.
3. **Climate Action KC Annual Summit Attendee Selection** - Summit is Saturday, April 5 from 1pm - 5pm at the Unity Temple on the Plaza. Greg wants names of those who want to go by March 7. Nathan, Johanna, and Tamara all indicated they would like to attend. Greg will do a random drawing to determine who is selected to attend.

### **Announcements**

1. Next meeting: March 26, 2025
2. Next deadline for the May/June Village Voice is April 4, 2025 (Johanna may write a piece in the Village Voice in advance of the fall Deep Roots garden tour.)
3. T-shirts are available. Please take a shirt in the size you ordered!

### **Adjournment**

Amy made a motion to adjourn the meeting. Rick seconded the motion. All were in favor.

Meeting adjourned at 6:56

## VillageFest 2025

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday, February 27, 2025 5:30PM - 6:30PM
Attendees	<ul style="list-style-type: none"> <li>● Amber Fletcher</li> <li>● JD Kinney</li> <li>● Toby Fritz</li> <li>● Nancy Stoms</li> <li>● Ted Fritz</li> <li>● Steve Myers</li> </ul>

Discussion Notes	
Pancake Breakfast	<ul style="list-style-type: none"> <li>● \$6 price per plate again with Chris Cakes.</li> </ul>
Patriotic Program	<ul style="list-style-type: none"> <li>● Kristy Lambert for National Anthem TBD..</li> </ul>
Spirit Awards	<ul style="list-style-type: none"> <li>● Nominations are open.</li> </ul>
KS National Guard History Museum and Display	<ul style="list-style-type: none"> <li>● SgtMaj Byers confirmed the KS National Guard Historical Display will be at VillageFest this year. We will put his tent near the Huey Helicopter and the Vietnam Vets.</li> <li>● A formal request to the KS National Guard for Community Support was made for sending a modern military vehicle, confirmation pending.</li> </ul>
History Display	<ul style="list-style-type: none"> <li>● Will most likely be similar to last year.</li> </ul>

<p>Vendors and Exhibitors</p>	<ul style="list-style-type: none"> <li>● Polar Oasis is confirmed with 2 trucks again.</li> <li>● David Shepherd is confirmed for breakfast burritos, hot dogs, brats, chips, soda, and water.</li> <li>● ButterFluff Popcorn contacted</li> <li>● Water One Quench Buggy is confirmed.</li> <li>● Hillcrest Church will have a table with crafts and popsicles.</li> </ul>
<p>Live Entertainment</p>	<ul style="list-style-type: none"> <li>● Mr. Stinky Feet is confirmed.</li> <li>● Multiphonics has been contacted..</li> <li>● American Waste Systems (Stage) is confirmed.</li> <li>● Sterling Silver Sound confirmed.</li> <li>● Sister Act - confirmed <ul style="list-style-type: none"> <li>○ 2 hair painters, 6 face painters, 1 bubble guy, 2 balloon twisters.</li> </ul> </li> <li>● Fun Services is confirmed with the same lineup as last year. <ul style="list-style-type: none"> <li>○ Adding Inflatables: Lego Obstacle Course, Dual wave slide (wet), Rockin Rapids (wet), Purple Crush slide, Blue Castle 5 in Combo, Disney Princess Bounce and Shooting Stars Basketball. Revised contract and deposit issued.</li> </ul> </li> <li>● Thorni Ridge Exotics contacted for a 35 animal petting zoo with free feed and 12 ponies. We will move the petting zoo adjacent to the pony rides in the grass south of the exit drive and get a 40 x 60 rented tent to shade the animals and attendees.</li> <li>● Huey Helicopter is confirmed</li> <li>● Mr. Bones has been confirmed. .</li> <li>● KC Wolf - contact pending</li> <li>● Fire Department Bucket Truck - TBD</li> <li>● Children’s Craft Area - TBD PV Environmental Committee</li> </ul>

	<ul style="list-style-type: none"> <li>● The Little Village - Hoping to expand some this year</li> <li>● Slip N Slide - TBD</li> <li>● Bike Parade - TBD</li> </ul>
Pie Contest	<ul style="list-style-type: none"> <li>● Judges need to be contacted.</li> <li>● Ordered: carry-out containers, pie plate to be engraved, winners ribbons, additional toothpick flags.</li> <li>● Looking into a photo printer to speed up the process of displaying the pies.</li> </ul>
Giveaways	<ul style="list-style-type: none"> <li>● We have 94 VillageFest string bags, we will order 300 more. 72 Splash balls ordered, an increase from last year.</li> </ul>
Infrastructure	<ul style="list-style-type: none"> <li>● TBD</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>● Sign Gypsies "Happy 4th of July - VillageFest 2025" sign confirmed</li> <li>● Mission Road Banners - Light pole banners go up after Juneteenth.</li> <li>● Park Vinyls to be installed after Juneteenth.</li> <li>● 75th Street banner will be installed after Juneteenth</li> </ul>
Next Meeting	<ul style="list-style-type: none"> <li>● March 27, 2025 at 5:30pm</li> </ul>

**PLANNING COMMISSION MINUTES  
MARCH 4, 2025**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 4 at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, Dave Herron, James Kersten, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Mitch Dringman, Building Official; Terry O'Toole, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

**Ms. Brown made a motion to approve the minutes of the February 4, 2025, regular Planning Commission meeting as presented. Mr. Valentino seconded the motion, which passed 5-0, with Mr. Birkel and Mr. Herron in abstention.**

After approval of the minutes, new commission member Dave Herron introduced himself.

**OLD BUSINESS**

None.

**PUBLIC HEARINGS**

None.

**NON-PUBLIC HEARINGS**

PC-25-3	Site plan for fence, with an exception 7820 Dearborn Drive Zoning: R-1B Applicant: Bob Washburn
---------	--

Mr. Brewster said that the applicant was requesting an exception to raise the height of an existing 6' privacy fence to 8' in specific locations due to sloping ground. The intent is to provide better screening and an even appearance of the top of the fence, stepped with other portions of the fence which are placed on a higher grade.

The property is a corner lot on the southwest corner of Tomahawk Road and Dearborn Drive. The lot fronts on Dearborn Drive and the location of the requested fence height exception is a side and rear yard fence along Tomahawk Road. The fence is set back between 16' and 19' from the lot line along Tomahawk Road, and is approximately 28' to 32' from the street.

Mr. Brewster stated that the fence standards in Section 19.44.025 of the City's zoning regulations applied to this property, specifically:

(b) Design.

(3) Height. No fence shall exceed 6' in height, except tennis court enclosures which may not exceed 12' in height, and except fences which are located within the building envelop of a lot shall not exceed 8' in height.

(c) Location.

(2) Fences located on the side street of a corner lot shall be on private property and at least 18" from any public sidewalk, whichever is greater, except that if an adjacent lot faces the side street, the fence shall be set back from the right-of-way line a distance of 15' or not less than one-half the depth of the front yard of an adjacent building, whichever is the greater setback.

The adjacent house to the southwest faces Tomahawk Road, so the greater street side setback applies. The fence is between 16' and 18' from the side lot line and meets the ordinance requirements in Section (c)(2). Since the fence is also more than 15' from the side lot line (which is the required building setback in R-1B), a significant portion of the fence is located within the permitted building envelope in R-1B zoning. Mr. Brewster said that ordinarily the proposal would be eligible for an 8' high fence according to (b)(3), for the majority of the fence except the last 25' nearest the south lot, which would be in the required rear yard setback. However, the lot also has a platted building line at 35' along Tomahawk Road, so although a large part of the fence is in the eligible building envelop according to the zoning ordinance, it is not according to the plat. Therefore, the proposed fence needs an exception to the 6' height requirement.

Mr. Brewster noted that the existing fence does extend close to the front of the adjacent house along the subject lot's rear lot line. However, the fence location is still approximately 17' from the side lot line and 28' from the street, ensuring views along the streetscape for the house to the southwest. Additionally, the nearest portion of the adjacent house is the garage rather than livable space where views could be more important. Further, the grade of the adjacent house is elevated from the streetscape of Tomahawk Road and the grade of the subject lot, minimizing the impact of the fence height exception.

The view of the fence from the Tomahawk Road streetscape is a similar situation. The combination of distance, grade of the right-of-way, and grade of the lot permits views into the rear yard more than typical situations, and the fence height exception at this location will not have a significant impact on the appearance or views along the streetscape. Lastly, there are three significant street trees along this lot line, which in combination with the large lawn area soften any impact from the fence.

Mr. Brewster stated that the following factors affected the proposed exception:

- The fence exceeds the side setback requirements and is between 16' and 19' from the side lot line.
- The right-of-way provides an additional approximately 12' buffer between the fence and the road, which results in the fence being approximately 28' to 32' from the street.
- The adjacent house most impacted by the fence has the garage located on the side closest to the fence and is also elevated above the adjacent lot and fence location due to grade.
- A significant portion of the fence is located in the eligible building envelop (where a structure could be located) according to the zoning ordinance, except for the fact there is a platted building line along the street side lot line.
- The grade of the streetscape and lot permits views into the rear yard area making a fence compliant with the standards less effective.
- The fence design and location meets all other applicable standards.

In addition to the site plan review criteria, the following are the specific criteria the planning commission must consider for exceptions to the fence standards:

- Results in a design that is more compatible
- Provide better screening
- Provides better storm drainage management
- Provides more appropriate utilization of the site

Mr. Brewster said that the requested exception impacted the second and fourth criteria. The proposed location and height will allow better utilization of the site based on the corner location and orientation of the house, and provide better screening due to the topography of the site, streetscape, and adjacent house. Additionally, the impacts on the adjacent house and streetscape are minimal due to the distance of the fence from the street and the grading.

Mr. Brewster stated that staff recommended approval of the site plan with the exception to the fence height based on the listed factors.

Applicant and property owner Bob Washburn was present to discuss the application. He noted that the existing 6' fence did not provide enough privacy in the backyard swimming pool area due to the grade of the land. In other areas of the property, the height of the new fence would remain 6' high.

Mr. Herron asked if a landscape solution had been considered. Mr. Washburn stated that three large evergreens had been planted in the yard, but they did not provide adequate privacy.

**Mr. Birkel made a motion to approve the application with the conditions listed by staff. The motion was seconded by Ms. Temple.**

Mr. Valentino suggested that the commission should review the fence regulations to allow for more consistency and clarity when considering future applications. Mr. Brewster said that staff could bring them forward for review at a future meeting.

**After further discussion, the motion passed 6-1, with Mr. Valentino in opposition.**

PC-25-4                      Site plan and exterior building review for municipal complex improvements  
7820 Mission Road  
Zoning: R-1A  
Applicant: Jean Stoverink, Clark & Enersen

Jean Stoverink, project manager with Clark & Enersen, 2020 Baltimore Avenue, #300, Kansas City, Mo., provided design plans for a proposed new city hall building on the Mission Road Bible Church property that had been acquired by the City.

The following is a summary of the plan elements under each of the site plan criteria:

#### **A. General Criteria and R-1A standards**

- The property is zoned R-1A. Despite the R-1A standards geared primarily for detached houses, the development standards applicable to the site (and which will be confirmed at the building permit stage) are:
  - Height - 35'
  - Setbacks - front - 30'; sides - 7' / 20% of lot cumulative; rear - 25'
  - Building coverage - 30%
  - Impervious surfaces - 40%
- Public and civic buildings permitted in residential districts are eligible for exceptions to these standards. For example, the height may be increased 1' for each additional 1' setback up to 75'.
- The site is located in the "civic center" place type in the comprehensive plan and locating city hall in this location is consistent with the comprehensive plan.

#### **B. Site Design and Engineering**

- The plan removes the south access point to Mission Road and expands the north access point to a three-lane access: one entry lane, one left-out lane, and one right-out lane.
- Internal circulation has changed and winds through the site to three main parking areas - a primary lot near the building front (28 spaces); a secondary lot on the rear of the property (60 spaces - existing, also accessing service areas for trash and mechanical equipment), and a front drive lane with accessible spaces (four spaces) and the two left/right exit lanes.
- Pedestrian access to the building is from an expanded sidewalk / plaza area on the north side of the building (side orientation). Additionally, a connection to the existing municipal buildings (future renovated police station and municipal court) is provided through a central plaza at the interior of the site and then connecting through the parking and across the fire station access lane.
- This site is part of a larger municipal complex that includes pools, tennis courts, a skate park, park grounds and a community building. A detailed engineering and site / stormwater analysis has been performed as part of the project and is included with the plan sets that public works is recommending.

**C. Building Design.**

- The proposed building will replace the existing church and is situated to the southeast corner of the site.
- Although the building has a side orientation with the primary entrance internal to the site, the Mission Road (east) elevation has some glazing, secondary entrances, and ornamentation that addresses the public streetscape.
- The façade composition on all facades is a combination of wall planes, broken up by angular roofs, offsets, materials, and glazing.
- The building is primarily a one-story massing, but larger open areas and gathering spaces have larger volumes. The overall structure height is 30', although the primary massing varies in height at different places.
- The material palette is:
  - Brick (three patterns: grey textured finish (“Manganese Ironspot Velour”); red textured finish (“Mountain Shadow Velour”); and red textured finish with a custom pattern (“Mountain Shadow Velour” - modular custom)
  - Stone panel: natural (rainscreen pattern - Portland, Smooth Matt)
  - Perforated metal panel: color to be determined
  - Insulated glazing

**D. Landscape Design.**

	<b>Landscape Requirements</b>	<b>Proposed Plan</b>
<b>Streetscape / Frontage</b>	1 large tree per 40' lot frontage (n/a) 212' of frontage so 8 trees required	3, with 3 additional outside of the ROW and along the parking area on the north side near the fire station access (However, these are substantially back from the ROW) Recommend 2 to 4 more trees along the street or frontage, potentially in an alternating pattern of ROW / Frontage trees to frame the site, building and streetscape.
<b>Foundation</b>	1 ornamental tree per 25' building frontage (5 required) 5 shrubs per 25' building frontage (25 required)	The plan includes 5 ornamental trees along the foundation / frontage of Mission Road and a large area of ornamental grasses, which can substitute for the shrubs. Additionally, the functional building frontage (south elevation) includes shrubs and ornamental grasses to accent the plaza and public spaces and interfaces.
<b>Parking</b>	1 large tree per 40' parking perimeter (12 required) 1 large tree per 40 parking spaces (3 required) 5 shrubs per 25' parking perimeter (96 required)	19 large trees (double counting the three parking trees at the frontage); 4 existing trees preserved 130+ Shrubs associated with the parking area
<b>Buffer</b>	performance standard based on site	No buffer requirements apply to this site; all elements requiring screening are internal to the site or incorporated into the other building or landscape designs. All trash enclosures and mechanical equipment is screened with a combination of structural or landscape elements.

Mr. Birkel asked why the building and parking lot were not connected to the municipal campus property to the north. Mr. Stoverink said that there was an existing driveway to the fire station

that bisected the properties which prevented the connection for vehicles, but that there was a pedestrian connection between the two areas.

Mr. Birkel added that if the building were located on the north portion of the site rather than the proposed parking lot, it would be closer to the existing municipal buildings. Rick Wise with Clark & Enersen stated that the initial plan was to place the building on the north side of the site, but that the council had requested the building face more toward Mission Road. As a result, it was logical to have the driveway to the new building on the north side rather than coming around behind it from the south. He added that there was also geothermal infrastructure on the southeast portion of the existing municipal complex that needed to be avoided to reduce expense. Lastly, a significant grade change existed between the two properties.

Ms. Brown said that landscaping and pedestrian pathways could be designed to provide a better sense of continuity between the two sites.

Mr. Valentino asked if the parking stall count could be reduced to allow for more green space. Mr. Wise stated the proposed number of stalls would be fewer than were currently located at the site, but were similar to the number of stalls at the existing city hall.

Mr. Kersten asked why there were two generators proposed rather than a single, larger unit. Tim Schwartzkopf, Prairie Village Assistant City Administrator, said that a large generator would require diesel fuel, which the City hoped to avoid using. Instead, the two smaller generators would operate on natural gas.

Mr. Kersten asked if there was a water-retention system proposed. Dan McGee with Lamp-Rynearson, 9001 State Line Road, Suite 200, Kansas City, Mo., stated that there was a plan to provide some underground detention below the parking lot to the north of the building as well as the building roof.

Ms. Brown asked if internal roof drains were included in the building design. Mr. Wise said they were, and that there were no external downspouts.

Mr. Herron asked if consideration had been given to rotate the building so that it faced east and sat on the west side of the property by the fire station. Mr. Wise said that option had not been considered in order to avoid a large parking area being the first thing that visitors saw when they arrived. He added the grade of the land increased to the west which would require the building to be partially buried.

Mr. Birkel suggested that the parking lots should be placed closer to the building for pedestrian access.

## **OTHER BUSINESS**

Planning Commission training and review

Mr. Brewster gave a presentation defining the role and responsibilities of the planning commission. He noted that the basis for the commission's decision-making was the City's

comprehensive plan, “Village Vision 2.0”, which is used to guide zoning and development decisions, coordinate public and private development, and prioritize public investments.

The planning commission’s role is to do the following:

- Make the comprehensive plan (Village Vision)
- Approve the “location, extent and character” of all public improvements
- Review and recommend the Capital Improvement Program (CIP)
- Adopt subdivision regulations
- Approve plats
- Review and recommend zoning changes
- Address decisions referred to the commission by zoning ordinance
- Review the comprehensive plan annually

Mr. Brewster added that most planning commission decisions were of an administrative nature rather than legislative or judicial, meaning decisions are made based on the laws developed by the governing body, and these types of decisions allow for very limited discretion. He added that the commission ensures that standards are met, and that recommendations given are based on the broad perspective and expertise of commission members. If there are no specific standards identified, the commission should verify whether there is a desired outcome expressed in the zoning regulations.

Mr. Brewster also shared details about zoning updates that had been made in 2024.

Ms. Lee provided information about recent bills in the state legislature that addressed statutes affecting planning, zoning and permitting. She noted that the City had a lobbyist to provide testimony sharing the City’s opinions on issues that arise.

## **ADJOURNMENT**

With no further business to come before the commission, Mr. Wolf adjourned the meeting at 8:30 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

**Prairie Village Jazz Fest 2025**  
**Committee Meeting**  
Tuesday March 25, 2025, 5:30 p.m.  
City Council Chambers

Attendees

J.D. Kinney	Special Events Coordinator, Committee Chair
John Wilinski	Artist Relations and Backstage Chair
Dave Hassett	Food and Beverage Chair
Amanda Hassett	Hospitality/VIP Chair
Elissa Andre	Marketing Chair
Joyce Hagen Mundy	Volunteer Chair
Mary Ann Watkins	Member at Large
Kyle Van Landuyt	Master of Ceremonies
Scott Tschudy	Member at Large

**Committee Chair's Report**

We are currently working on the 2026 Jazz Fest budget that will be presented to the City Council on April 22. The Committee agreed that maintaining the current budget request of \$35,000 per year was appropriate. Maintaining an account balance of at least \$25,000 to begin each year, before the budget allocation is transferred, allows us sufficient funding to produce JazzFest. For 2025, we have an account balance of approximately \$42,000, so we intend to spend this \$17,000 surplus first and hope to draw less on the 2025 budget allocation.

Annual Volunteer waiver forms were completed and signed by all committee members present.

**Talent**

No update

**F&B**

Mad Greek, Eat Schmidt and Polar Oasis have committed to JazzFest 2025. Marigold's, Ragusa's and Butterfluff Popcorn have been contacted but commitments are pending. One additional entrée level food truck is being considered.

The PV Environmental Committee is investigating bringing composting to JazzFest as steps are taken toward hosting zero-waste city events. Dave Hassett will begin asking committed and prospective food vendors about their capacity to use compostable service items.

It was determined that the food trucks and the WaterOne Quench Buggy will be located in the parking lot immediately west of the Harmon Park playground. All food trucks will need to run on their own power; a generator will not be provided for the food trucks.

Butterfluff Popcorn will continue to be located in front of the Harmon Park Pavilion.

The perimeter of the JazzFest grounds will include the parking lot containing the food trucks, although the ticket/entrance tent will remain at the entrance to the playground, east of the parking lot. Signs will be posted at the exit to the parking lot that no alcoholic beverages are to be taken outside the perimeter, and a large disposal barrel will be available there.

**Infrastructure**

SECT will be notified by Jim Barnes that we do not need a generator for the food trucks.

Additional solar path lights will be needed to illuminate the sidewalk from the Stage Entrance all the way to the Pool Entrance. It was also suggested to put path lighting on the sidewalk or rope lighting on the split rail fence in the Playground since attendees are sitting there and kids and parents are staying after it gets dark.

Temporary ADA parking will need to be added to the Pool lot to replace any spots lost in the Playground lot due to the presence of the food trucks.

**Marketing**

Park vinyls will be refreshed for 2025. Mission Road Banners will be refreshed in 2026.

Elissa will contact KCPT to reserve a spot in their Members Guide and also to arrange on air spots.

JD will keep an eye out for any special or discount pricing for on air spots on KCUR on the week leading up to JazzFest.

**Volunteers**

Joyce plans to email the existing volunteers list later this spring to ensure that it is up to date.

To reduce single use plastic water bottles, it was suggested that 5 gallon water coolers and compostable cups be provided at each entrance gate for volunteer use, rather than coolers with water bottles and ice.

**City Committees/Exhibitor Tents**

Johnson County Library will use a marketing tent.

The next JazzFest Committee meeting is scheduled for Tuesday April 22, 2025.

The meeting concluded at 6:25 p.m

Respectfully submitted: JD Kinney

## VillageFest 2025

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday, March 27, 2025 5:30PM - 6:30PM
Attendees	<ul style="list-style-type: none"> <li>● Amber Fletcher</li> <li>● JD Kinney</li> <li>● Nancy Stoms</li> <li>● Alaina Wilby</li> <li>● Inga Selders</li> </ul>

Discussion Notes	
Pancake Breakfast	<ul style="list-style-type: none"> <li>● We are waiting on the terminals for the credit cards to be delivered.</li> </ul>
Patriotic Program	<ul style="list-style-type: none"> <li>● Kristy Lambert for National Anthem TBD..</li> </ul>
Spirit Awards	<ul style="list-style-type: none"> <li>● Nominations are open.</li> </ul>
KS National Guard History Museum and Display	<ul style="list-style-type: none"> <li>● SgtMaj Byers confirmed the KS National Guard Historical Display will be at VillageFest this year. We will put his tent near the Huey Helicopter and the Vietnam Vets.</li> <li>● A formal request to the KS National Guard for Community Support was made for sending a modern military vehicle, confirmation pending.</li> </ul>
History Display	<ul style="list-style-type: none"> <li>● Will most likely be similar to last year.</li> </ul>
Vendors and	<ul style="list-style-type: none"> <li>● Polar Oasis is confirmed with 2 trucks again.</li> </ul>

Exhibitors	<ul style="list-style-type: none"> <li>● ButterFluff Popcorn contacted</li> </ul>
Live Entertainment	<ul style="list-style-type: none"> <li>● Mark Hamblin (Multiphonic) has confirmed and a contract has been issued.</li> <li>● Thorni Ridge Exoitcs contract signed and confirmed. We rented 2 hexagonal tents to shade the animals and attendees.</li> <li>● The Fire Department Bucket Truck will do similar to last year.</li> <li>● Children’s Craft Area - PV Environmental Committee confirmed</li> <li>● The Little Village - Bubble machine and solution received.</li> <li>● Slip n Slide - Tarp has been received. Terrance Gallagher has been asked to arrange some scouts to staff it.</li> <li>● Bike Parade TBD by Police Department.</li> </ul>
Pie Contest	<ul style="list-style-type: none"> <li>● 9 Judges confirmed.</li> <li>● Pie Plate received and has been dropped off to be engraved.</li> </ul>
Giveaways	<ul style="list-style-type: none"> <li>● 300 String Bags have been ordered.</li> <li>● 96 Splash Balls received.</li> </ul>
Infrastructure	<ul style="list-style-type: none"> <li>● TBD</li> </ul>
Info Tent	<ul style="list-style-type: none"> <li>● TBD</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>● Mission Road Banners - Light pole banners go up after Junteenth.</li> <li>● Park Vinyls to be installed after Junteenth.</li> <li>● 75th Street banner will be installed after Junteenth</li> </ul>
Next Meeting	<ul style="list-style-type: none"> <li>● April 24, 2025 at 5:30pm</li> </ul>

# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

DATE: March 19, 2025

TO: Mayor Mikkelson  
City Council

FROM: Wes Jordan 

SUBJECT: APRIL PLAN OF ACTION

The following projects will be initiated during the month of April:

- 2025-2026 Insurance Renewal Presentation - Jason (04/25)
- Summer Programs & Registration - Meghan (04/25)
- Seven Days Proclamation - Meghan (04/25)
- May/June Village Voice - Ashley (04/25)
- 1<sup>st</sup> Quarter KORA Requests to Council - Adam (04/25)
- 1<sup>st</sup> Quarter Crime Stats - Chief (04/25)
- 2026 Budget Process - Staff (04/25)
  - Department Budget Reviews by Line Item - Dept Heads
  - Equipment Reserve Fund - Dept. Heads
  - Healthcare/Benefit Costs - Cindy/Tim
  - Merit Pool - Dept. Heads
- Annual ARPA Expenditure Report - Nickie/Jason (04/25)
- Composting pilot proposal - Meghan/Ashley (4/25)
- 75<sup>th</sup> Anniversary planning kickoff - Meghan (4/25)
- Annual statutory maintenance program - Meghan (4/25)

### In Progress

- Tomahawk Speed Reduction/Ordinance Change - Chief/Keith (03/25)
- Outdoor Warning Siren Replacement/90<sup>th</sup> & Roe - Tim (03/25)
- Large Item Pickup Coordination/Promotion - Adam/Ashley (03/25)
  - Sleepyhead Mattress Recycling
- New Committee Member Orientation - Staff/Committee Chairs (03/25)
  - Waiver Form
  - Code of Conduct
  - Video of CP-001
  - Video of KOMA Requirements
  - Website Update
- 2024 Financial Audit
- Pool Open Planning and Preparation - Meghan (03/25)

- Insurance Renewal Reports - Staff (03/25)
- Non-selected Committee Applications to Council - Adam (03/25)
- Annual Volunteer Committee Appointments - Staff (02/25)
- 2024 Audit Preparation - Jason (02/25)
- Preparing Annual Police Pension Statements - Cindy (02/25)
- Lifeguard and Pool Operational Staff Hiring - Meghan/Suzanne (01/25)
- 4<sup>th</sup> Quarter Financial Report - Jason (01/25)
- Newsletter printing and mailing RFP - Ashley (11/24)
- Outdoor Warning Siren Replacement 79<sup>th</sup> & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)

### Completed

- Council Service Longevity - Adam (01/25)
- Annual Health Risk Assessments - Cindy (01/25)
- 2026 Budget Calendar Review and Presentation - Jason/Nickie/Wes (02/25)
  - Budget Presentation Notification to Committees
- 2025 Property Tax Rebate Program Update to Council - Adam (03/25)
  - Consider Increased Funding
- Update Council on R1-B Design Guidelines from PC - Nickie/Terry (03/25)
- Severe Weather Preparedness Week - Tim / Ashley (03/25)
- Council Statements of Financial Interest - Adam (03/25)
- Spring Foundation Board Meeting/annual charitable giving - Meghan (03/25)
- 2026 Budget Process - Staff (03/25)
  - Council Goals & Objectives
  - Reappraisal Projections
  - Meeting w/Appraiser
- 2026 Budget Process - Staff (03/25)
  - Committee Funding Requests
  - Decision Packages
  - Insurance Cost Assumptions
  - Personnel Assumptions
  - Use of TGT Funds
  - Preliminary Revenue Estimates Report
- March/April Village Voice Articles/Publication - Ashley (02/25)
- Scooter Helmet Ordinance - Chief (02/25)
- 2024 Annual Report - Ashley (11/24)

### Removed

- Council Work Session - Meghan (01/25)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)

### Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)

### On Hold

- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24) [Grant funding in question after Federal Executive Order]
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22) [Grant funding in question after Federal Executive Order]

### Tabled initiatives

- Review & Update the City Code/Ordinances
- Review & update City Policies
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]