

The public may attend the meeting in person or view it online at
<https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, March 6, 2023
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

- Women's History Month 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 prior to 3 p.m. on March 6. 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 - February 21, 2023
2. Consider appointment of committee members
3. Consider award of contract with Vance Brothers, Inc. for the 2023 crack seal/micro surfacing program
4. Purchase request for police vehicles

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

- COPS grant presentation - Chief Roberson
- 68th Street flood control project - Cliff Speegle

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2023-11 Consider construction contract for the 2023 residential street rehabilitation program
Melissa Prenger

COU2023-09 Consider approval of agreement with KERAMIDA for sustainability program management
Meghan Buum

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

2024 Budget goals and objectives
Jason Hannaman

Discussion on adding members of the Governing Body to the City's health, dental and vision insurance plans with the same cost sharing as if they were full-time City employees
Tim Schwartzkopf

COU2023-10 Consider financial donation to Shawnee Mission East PTA for senior after-graduation party
Mayor Mikkelson

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

CITY OF PRAIRIE VILLAGE

Proclamation

Women's History Month

March 2023

Whereas, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of Prairie Village, Kansas and our Nation in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play critical economic, cultural, and social roles in every sphere by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions, including the Prairie Village Foundation; and

Whereas, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which helped create a more fair and just society for all; and

Whereas, women have played and continue to play significant roles in leadership positions in the City of Prairie Village, as staff members, elected officials, and on City committees; and

Whereas, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history,

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim that March is designated as "Women's History Month", and call upon the residents of Prairie Village to observe March as Women's History Month with appropriate programs, ceremonies, and activities.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
FEBRUARY 21, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, February 21 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, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Cliff Speegle, Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Mikkelson stated that the Wassmer Park demonstration garden presentation would take place at approximately 6:30 p.m. to give presenters time to arrive.

Mr. Gallagher made a motion approve the modified agenda. Mr. Dave Robinson seconded the motion, which passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PUBLIC PARTICIPATION

- Hazel Krebs, 4021 W. 84th Street, spoke about her appointment to the Diversity Committee.
- Leon Patton, no address given, voiced concerns regarding certain proposals recommended by the Ad Hoc Housing Committee.

PRESENTATIONS

- Ann Graham and Deborah Nixon, co-chairs of the demonstration garden at Wassmer Park and Johnson County extension master gardeners, provided information about national designations that had been awarded to the park and



garden. Specifically, the National Wildlife Federation declared them a “Certified Wildlife Habitat”, and the U.S. Department of Agriculture recognized the garden as a “People’s Garden”. Ms. Graham noted there were 10 demonstration gardens and approximately 450 active master gardeners in Johnson County.

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes - February 6, 2023
2. Consider approval of expenditure ordinance #3023
3. Consider appointment of committee members
4. Consider changes to CP001 - City Committees

Mr. Cole Robinson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, Graves, Gallagher. The motion passed 10-0.

COMMITTEE REPORTS

- Ms. Reimer said that the United Community Services’ Drug and Alcohol Council met on February 17. She noted that beginning in 2023, the Council would not only continue to distribute alcohol tax fund dollars, but also begin to allocate opioid settlement fund dollars. Further, the name of the Council would change to reflect its additional responsibilities.
- Mr. Cole Robinson reported that the Diversity Committee’s town hall event would be held on Saturday, February 25, and that a strategic planning session would take place on February 27 to consider future goals and activities.
- Ms. Limbird stated that the Arts Council’s “Art of Photography” call for entry had begun and would remain open through March 5. The show itself would be held in April.

MAYOR’S REPORT

- The Mayor stated he had attended the following events since the prior Council meeting:
 - A meeting with Representative Sharice Davids on February 17
 - The annual City Council off-site work session on February 11
 - The annual Mayor’s Prayer Breakfast in Kansas City, MO
 - A Northeast Johnson County Mayors meeting at Caffeteria in the Village Shops



PRAIRIE VILLAGE KANSAS

- The Mayor noted the following upcoming events:
 - An annual meeting with the Johnson County Appraiser
 - A ribbon-cutting event for the re-opening of U.S. Bank in the Village Shops on February 28
- The Mayor also congratulated the Kansas City Chiefs for winning Super Bowl LVII

STAFF REPORTS

- Mr. Jordan stated that the response to the online community center survey had been significant, with over 1,200 surveys completed thus far. He added that 300 of the 400 phone surveys had been done, and that the survey period would end on March 6.

OLD BUSINESS

None

NEW BUSINESS

COU2023-06

Consider design agreement with GBA, Inc. for the design of the 2023 drainage program

Mr. Speegle said the agreement was for the design of the 2023 drainage program, and that construction was anticipated to begin in the summer of 2023 at the following locations:

1. 7150 Village Drive - replacement of deteriorated storm pipe. This location received Johnson County Storm Management funds that will fund 50% of the construction cost.
2. 7450 Village Drive - replacement of deteriorated storm pipe. This location received Johnson County Storm Management funds that will fund 50% of the construction cost.
3. Canterbury Street near Chadwick Drive - detailed design. This design will determine the final layout of storm sewer improvements to alleviate structure and property flooding along Canterbury Drive between 79th Street and 77th street. The detailed design will determine easement requirements and allow for easement acquisition to begin.

Mr. Speegle added that GBA, Inc. was selected to be the City's drainage program consultant through a qualification-based selection in February 2021 for a three-year contract, and that funding would come from the 2023 drainage CIP.



Mr. Nelson made a motion to approve the design agreement with GBA, Inc. for the design of the 2023 drainage program in the amount of \$61,590.00. The motion was seconded by Mr. Gallagher and passed 10-0.

COU2023-07 Consider memorandum of agreement with Mid-America Regional Council (MARC) for participation in the update to stormwater engineering standards and planning guidelines

Mr. Speegle stated that most local governments in the Kansas City metro area utilized the American Public Works Association (APWA) engineering standards, tailoring regional approaches to meet local needs and opportunities for engineering projects. The standards are used for the design of both private development projects and public capital improvement projects.

He added that the current stormwater engineering standards were originally adopted by APWA in 2005. APWA recommended an update to the standards to better align with updated stormwater management approaches based on changes in technology, data, and community priorities. MARC would provide project management, administration, and facilitation of the process, which was expected to take 18 - 24 months.

Mr. Speegle said that nearly two dozen local cities and counties were participating in the effort, and that funding was based on community population. Prairie Village's participation cost would total \$10,000.

Mr. Nelson made a motion to approve the memorandum of agreement with the Mid-America Regional Council for participation in the update to stormwater engineering standards and planning guidelines. The motion was seconded by Mr. Shelton and passed 10-0.

Ms. Limbird 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. Cole Robinson and passed 10-0.

COUNCIL COMMITTEE OF THE WHOLE

COU2023-08 2024 Budget calendar

Mr. Hannaman said that staff created a budget planning calendar each year to schedule activities that must be completed to create and develop the annual budget. He noted that the calendar contained some flexibility if needed, but that staff intended for the presented timeline to be followed. The 2024 budget calendar, similar to the 2023 calendar, would allow for the City to meet all statutory deadlines as well as submit the budget for the Government Finance Officers Association (GFOA) award program.



PRAIRIE VILLAGE KANSAS

Mr. Hannaman stated that this would be the second year operating under the full requirements of Senate Bill 13, including a notification to residents from the County Clerk in August regarding the revenue neutral rate, if applicable. The calendar provided two separate scenarios: one with a budget that exceeded the revenue neutral rate and one which did not.

Mr. Hannaman added that the revenue neutral rate was equivalent to the tax rate in mills that would generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. He noted that Johnson County would provide the City with the revenue neutral rate in June 2023.

Ms. Limbird made a motion to approve the 2024 budget calendar as presented. The motion was seconded by Ms. Wolf and passed 10-0.

Ms. Wolf moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed 10-0.

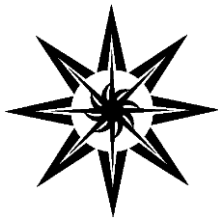
ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 6:34 p.m.

Adam Geffert
City Clerk



MAYOR

**Council Meeting Date: March 6, 2023
CONSENT AGENDA**

Consider appointment of committee members

RECOMMENDATION

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

Committee	First Name	Last Name	Term	New/Reappoint
Environmental Committee	Mckenna	Owens	2023-25	Reappointment
Environmental Committee	Warren	Smith	2023-25	Reappointment
Tree Board	Lindsay	Voitik	2023-25	New
Tree Board	Mark	Kauffman	2023-25	New

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. New volunteer applications are attached.

ATTACHMENTS

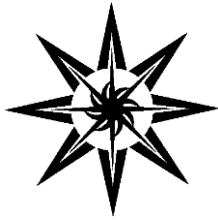
Volunteer Applications

PREPARED BY

Adam Geffert

City Clerk

Date: March 1, 2023



PUBLIC WORKS DEPARTMENT

City Council Meeting Date: March 6, 2023
CONSENT AGENDA

CONSIDER AWARD OF CONTRACT WITH VANCE BROTHERS, INC. FOR THE 2023 CRACK SEAL/MICRO SURFACING PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Vance Brothers, Inc. for Project P5000/P5038, 2023 Crack Seal/Micro Surfacing Program for \$362,000.

BACKGROUND

3 Year Program with Selected Contractor

In May of 2022 the Governing Body approved moving forward with a 3-year construction program with Vance Brothers, Inc. for the Crack Seal and Micro Surfacing Program. This process includes receiving and evaluating a bid received directly from a contractor that has proven to be competitively priced, provided quality of work, and has gone above the specified requirements for customer service. Per our procedures, staff will bring forth this new contract, evaluated each year of the program, for approval by the Governing Body.

Crack Seal/Micro Surface

This project consists of two separate maintenance programs at various locations throughout the City. Micro Surfacing is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavement's life cycle. During this application the roadway is completely closed to allow for curing of the material. Crack Seal utilizes a joint sealant for cracks and joints which helps to prevent water from entering the base of the pavement. Both are activities requiring equipment specific to the task; however, there are fewer contractors with the equipment for Micro Surfacing.

Vance Brothers

Vance Brothers has been a competitive bidder and successfully been the low bidder 9 of the last 11 years prior to this 3 year program. This is the second year of the program. Each year they meet our strict specification requirements and work diligently to exceed our expectations for customer service. Their bid has been received and evaluated to be in line with increases seen across the construction spectrum at approximately 7% greater than last year.

FUNDING SOURCE

Funding is available in the 2023 Operations Projects P5000 and P5038.

ATTACHMENTS

1. Construction Contract with Vance Brothers, Inc.
2. Micro Surfacing Map of Streets

PREPARED BY

Melissa Prenger, City Engineer

March 1, 2023

CONSTRUCTION AGREEMENT



P5000 | P5038

2023 CRACK SEAL
AND
MICRO SEAL

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

VANCE BROTHERS, INC.

CONSTRUCTION CONTRACT
FOR
P5000 | P5038
2023 CRACK SEAL AND MICRO SEAL

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
VANCE BROTHERS, INC.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Vance Brothers, Inc., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2023 CRACK SEAL AND MICRO SEAL , (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 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 SIXTY TWO THOUSAND AND 00/100 DOLLARS (\$362,000.00) 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 Facie 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	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 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 effect 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

VANCE BROTHERS, INC.

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

Vance Brothers, Inc.

7700 Mission Road

5201 Brighton Avenue

Prairie Village, Kansas 66208

Kansas City, Missouri 64130

816-923-4325

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

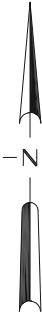
(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor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



CITY OF PRAIRIE VILLAGE

Star of Kansas

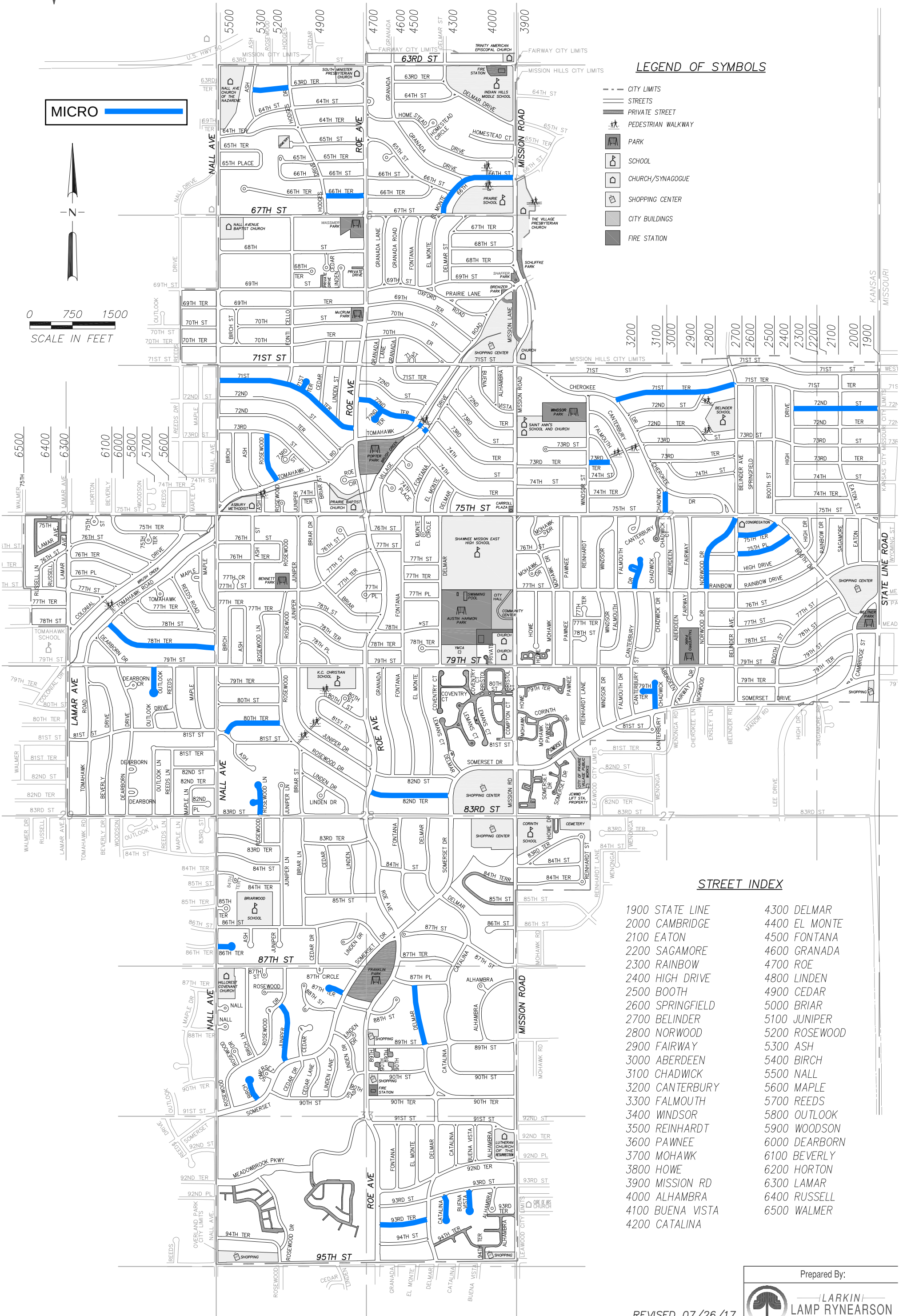
MICRO



0 750 1500
SCALE IN FEET

LEGEND OF SYMBOLS

- CITY LIMITS
- STREETS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNAGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION



STREET INDEX

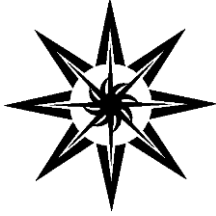
1900 STATE LINE	4300 DELMAR
2000 CAMBRIDGE	4400 EL MONTE
2100 EATON	4500 FONTANA
2200 SAGAMORE	4600 GRANADA
2300 RAINBOW	4700 ROE
2400 HIGH DRIVE	4800 LINDEN
2500 BOOTH	4900 CEDAR
2600 SPRINGFIELD	5000 BRIAR
2700 BELINDER	5100 JUNIPER
2800 NORWOOD	5200 ROSEWOOD
2900 FAIRWAY	5300 ASH
3000 ABERDEEN	5400 BIRCH
3100 CHADWICK	5500 NALL
3200 CANTERBURY	5600 MAPLE
3300 FALMOUTH	5700 REEDS
3400 WINDSOR	5800 OUTLOOK
3500 REINHARDT	5900 WOODSON
3600 PAWNEE	6000 DEARBORN
3700 MOHAWK	6100 BEVERLY
3800 HOWE	6200 HORTON
3900 MISSION RD	6300 LAMAR
4000 ALHAMBRA	6400 RUSSELL
4100 BUENA VISTA	6500 WALMER
4200 CATALINA	

Prepared By:



LARKIN
LAMP RYNEARSON

REVISED 07/26/17



POLICE DEPARTMENT

Council Meeting Date: March 6th, 2023

CONSENT AGENDA:

PURCHASE REQUEST FOR POLICE VEHICLES

RECOMMENDATION

Staff recommends the purchase of three (3) 2023 Ford Utility Hybrid Police Interceptors to replace three current patrol vehicles.

COUNCIL ACTION REQUESTED ON March 6th, 2023.

BACKGROUND

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Police Department is seeking authorization to place an order for three new police units. No local vendors chose to participate in the Mid-America Regional Council cooperative bidding process. Prices were obtained from three vendors for the vehicle purchase, and Shawnee Mission Ford was selected as it offered the lowest price. The purchase price for all three vehicles will be \$136,746.00.

This purchase was previously approved by the City Council as part of the 2023 Public Safety Budget. During the 2023 budget process, Shawnee Mission Ford provided an estimate of a 10% increase for vehicle purchases. However, when vehicle prices were released after the budget process was complete, there was a 22% increase in the purchase price. This will cause an overage in the budgeted amount that will be absorbed in the PD operating budget.

FUNDING SOURCE

01-03-25-8006-000 / \$125,000.00

PREPARED BY

Captain Eric McCullough
Patrol Commander
Date: March 1st, 2023



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

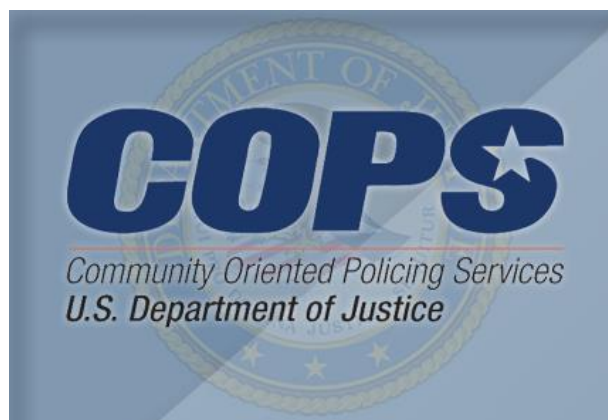
BACKGROUND

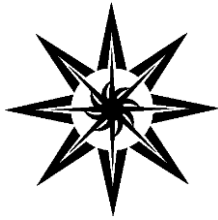
The police department is a recent recipient of the COPS Technology community project funding program as listed in Public Law 117-328, Consolidated Appropriations Act, 2023. This funding is for grants to State, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

Prairie Village Police Department has been awarded the amount of **\$638,000.00** for the following technology and equipment project: "Acquisition of License Plate Recognition Technology and Cameras." The goal of the COPS Program is to increase community policing capacity and provide investigative resources, and crime prevention efforts for law enforcement agencies.

FUNDING SOURCE

Grant Fund / \$638,000.00





PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 6, 2023

COU2023-11

CONSIDER CONSTRUCTION CONTRACT FOR THE 2023 RESIDENTIAL STREET REHABILITATION PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Superior Bowen for the 2023 Residential Street Rehabilitation Program for \$2,495,000.

BACKGROUND

This project includes work on many streets throughout the City. Improvements include new curb/gutter, sidewalk, and an asphalt mill and overlay. It is funded by the 2023 Residential Street Rehabilitation Program.

On May 7, 2018, the Governing Body authorized staff to bring a contract before Council with a selected Contractor. The Contractor, Superior Bowen (previously O'Donnell and Sons) was selected based on an evaluation of services and competitive pricing from 2015-2018. The City Staff is pleased with the response from the Contractor on any issue during construction to date and on their proactive on-street public meetings with residents prior to construction. We also utilize the "one-stop" email for residents which allows them to contact representatives from the Contractor and the City to resolve their issues or answer questions in a timely fashion. Superior Bowen has transitioned all documentation to the new name while providing the quality service to the residents and keeping the same project manager for Prairie Village. Given the Contractor's performance and continuing competitive pricing we propose to utilize them again in 2023.

City Staff has reviewed the bid proposal submitted for the 2023 Program and has confirmed the reasonableness of the offered unit pricing based upon established bids from neighboring communities for projects of similar nature. Additionally, staff compared prices from last year and noted an acceptable 8% increase in overall project costs given the recent rate of inflation.

The contract will be awarded for \$2,495,000. Change order authorization up to \$200,000 additional dollars from the unallocated street 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

The CIP Project, PAVP2023, funds an estimated \$3,000,000 in construction annually.

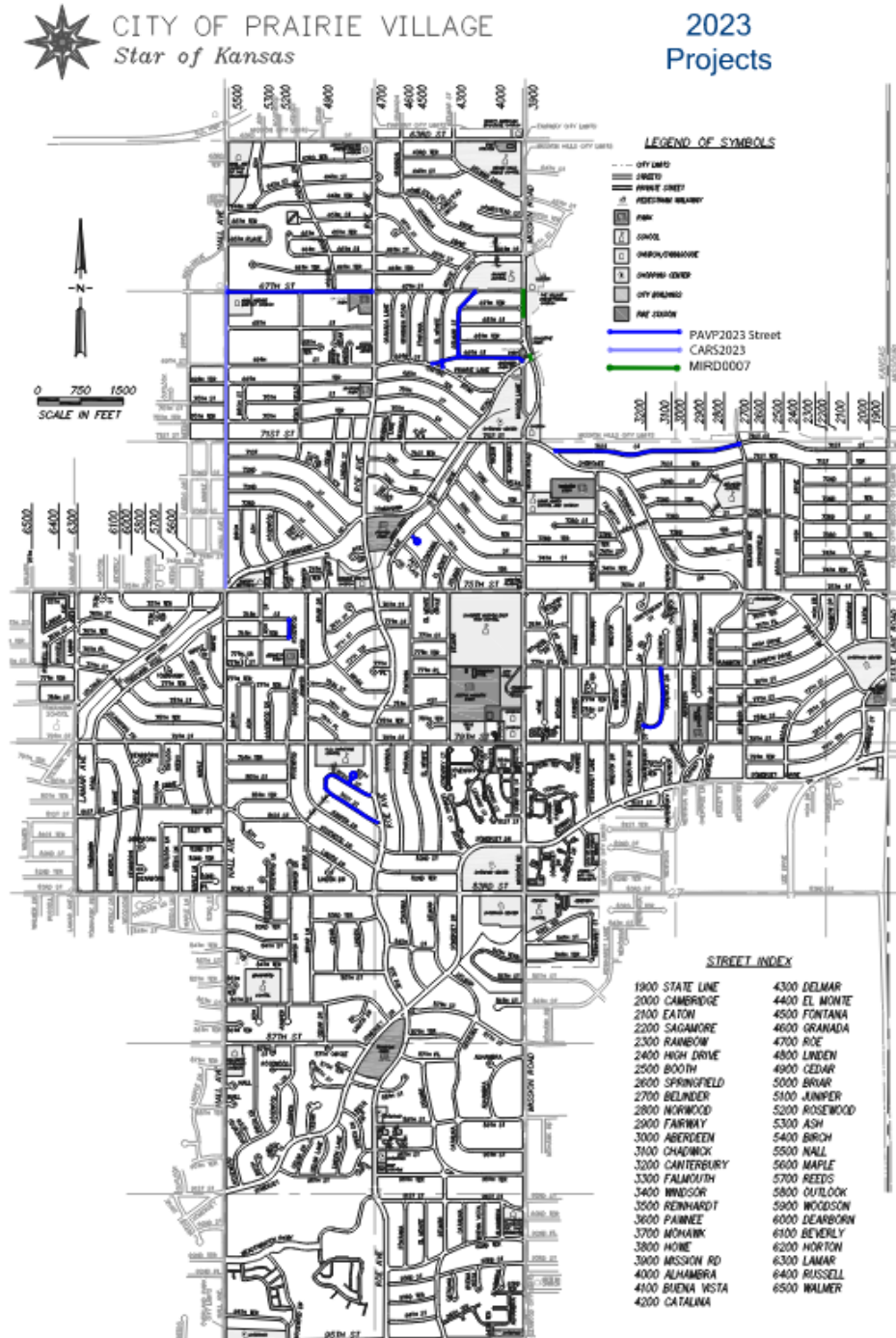
The limits of roadway work in MIRD0007 directly related to stormwater improvements on Mission Road are from north of Tomahawk to north of 68th Street. However, the contract documents will also include the roadway improvements outside of this limit to complete Mission Road from Tomahawk to 67th Street.

In 2023 this CIP project will fund both PAVP2023 and transfer the amount of \$450,000 to MIRD0007 (68th and Mission Storm Improvements). These funds will be transferred to MIRD0007 at the time of construction award.

PAVP2023 \$2,495,000
MIRD0007 \$ 450,000

ATTACHMENTS

1. Construction Agreement with Superior Bowen



PREPARED BY

Melissa Prenger, City Engineer

March 1, 2023

CONSTRUCTION AGREEMENT



PAVP2023
2023 RESIDENTIAL STREET PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN ASPHALT CO. LLC

CONSTRUCTION CONTRACT
FOR
PAVP2023 | 2023 RESIDENTIAL STREET PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
SUPERIOR BOWEN ASPHALT CO. LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Superior Bowen Asphalt Co. LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2023 RESIDENTIAL STREET 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 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 TWO MILLION FOUR HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$2,495,000.00) 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 Facie 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	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 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 effect 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

Superior Bowen Asphalt Co. LLC

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

Superior Bowen Asphalt Co. LLC

(typed company name)

7700 Mission Road

520 Penway, Ste 300

(typed address)

Prairie Village, Kansas 66208

Kansas City, MO 64108

(typed city, state, zip)

816-921-8200

(typed telephone number)

(date of execution)

(date of execution)

SEAL

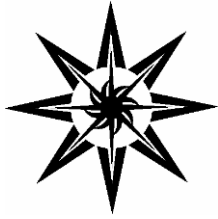
ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

(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.)



COU2023-09: Consider approval of agreement with KERAMIDA for sustainability program management

RECOMMENDATION

Move to approve an agreement with KERAMIDA for sustainability program management for the year 2023.

Background

During the 2023 budget process, the City Council affirmed their desire to commit to environmental sustainability by committing \$50,000 to implement a Sustainability Program to meet the clear and present challenges of the climate crisis.

Prairie Village has actively invested in environmental protection for over 30 years, with much of this work realized through the work of the volunteer Environmental Committee. The Committee began work in 2021 to shape initiatives to meet the Cities Race to Zero (CRZ) commitment. The CRZ commitment offers guidance on Prairie Village's efforts to address the City's contributing factors to the climate crisis by developing a pathway to net-zero carbon emissions by the 2040s or sooner.

The City sought proposals from professional firms with subject matter expertise, time, and talent to effectively and efficiently develop a sustainability program specifically for Prairie Village, including:

- Develop a comprehensive sustainability plan including both short- and long-range goals for municipal activities
- Coordinate across city departments to create and execute department-level sustainability strategies to meet the goals of the sustainability plan
- Research, formulate, propose, and implement the integration of approved/adopted initiatives including programs for climate change adaptation; stormwater compliance and green infrastructure; and water conservation
- Develop sustainability planning and project prioritization in areas such as, but not limited to, resource recovery, food policy, solid waste and recycling policy, carbon emission calculations, alternative fuel use, energy efficiency, renewable energy, and energy storage
- Pursue carbon reduction opportunities in areas such as facility improvements for water and energy efficiency, sustainable fleet vehicle management, and sustainable practices for stormwater management
- Promote teamwork, information sharing, and city-wide understanding of sustainability policies, procedures, and goals
- Seek opportunities for partnerships, increasing efficiency and maximizing impact on decarbonization

- Research and pursue outside sustainability funding/grant opportunities (e.g., Inflation Reduction Act incentives)
- Establish a standard cadence of reporting that will fulfill the required reporting for the Cities Race to Zero, Mayor's Monarch Pledge, and others as required
- Provide a recommendation to the City of Prairie Village for the future management of the sustainability program, beyond the 2023 fiscal year

FINANACIAL IMPACT

During the 2023 budget process, the Environmental Committee, led by Council Members Greg Shelton and Piper Reimer, requested a decision package for sustainability program management in an amount not to exceed \$50,000. The decision package was approved by the City Council.

Three bids were received, and the selection committee of Council Members Shelton and Reimer, and staff members Assistant City Administrator Meghan Buum and Environmental Committee staff liaison Ashley Freburg selected KERAMIDA based on a strong understanding of Prairie Village's needs, professional background and resources, breadth of consulting services able to be provided, and fees.

Firm Name	Cost
KERAMIDA	\$45,532
Picture it Consulting	\$50,000
Burns & McDonnell	\$134,172

ATTACHMENTS

KERMAIDA Contract
Scope of services

PREPARED BY

Meghan Buum
Assistant City Administrator
February 28, 2023

PROPOSAL ACCEPTANCE SHEET

Description of Services: Sustainability Program Management
Proposal No. and Date: P26669, February 3, 2023, consisting of Contract pages 1-5 and Attachment 1 thereto, which are attached hereto and incorporated herein by this reference.

FOR APPROVAL AND PAYMENT OF CHARGES: If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

Charge Invoice to the Account of:

Firm/Company: The City of Prairie Village, Kansas
Attention: Meghan Buum
Title: Assistant City Administrator
Phone: 913-385-4662
Email: mbuum@pvkansas.com

PAYMENT TERMS:

Project Cost: As outlined in proposal P26669.

Retainer Fees – A retainer in the amount of \$0 is to be paid to KERAMIDA prior to the commencement of the work.

Invoicing: The proposed amount will be invoiced in full once the verification letter is issued

Late Fees & Expenses – A late payment charge of 1.5% per month will be added if payment is not made within 30 days after invoice date.

PROJECT ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Terms and Conditions are agreed to:

KERAMIDA Inc.



Signature

Vicky Keramida, Ph.D.

CEO & Chief Technical Officer

February 8, 2023

Name , Title, Date

Prairie Village

Signature_____
Name, Title, Date

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1. Approach and Scope of Work

Project Understanding

KERAMIDA recognizes that the City of Prairie Village has already taken ambitious steps to meet the Cities Race to Zero (CZR) Commitment. We look forward to the opportunity to work closely with the City to develop a Comprehensive Sustainability Program for the City's operations that will provide a cost-effective and science-based pathway to reaching net-zero carbon emissions by 2040 or sooner. We present below a core scope that we propose to implement to achieve City goals. While the core scope is our suggested approach, we are open to discussing all aspects of the scope below and working with the City to develop the most preferable approach.

Project Scope

Task 1: Project Management and Meetings

Kickoff Meeting

An initial one- to two-hour remote project scoping meeting with City Staff will review and formalize the vision and goals of the planning process, as well as project tasks, deliverables, and timelines. The meeting will also cover the following topics:

- Primary points of contact and preferred communication platforms and schedules
- Expectations of municipal staff
- Data collection needs, including a review of existing documents and studies to be incorporated into the planning process (e.g. all previous GHG inventories, zoning guidance, building codes, etc.)
- Related City initiatives underway with which this effort should interface
- Prairie Village's administrative structure to identify appropriate departments, boards, committees, or individuals to target for participation in municipal engagement.
- Clarification of project objectives, including GHG mitigation goals and legislative adoption

Progress Meetings

Over the course of the project period, monthly remote progress meetings (to be confirmed at the Kickoff Meeting) will be held with core members of the City's project team. These meetings will review project progress, identify challenges, and allow for adjustments to schedules and roles as needed. There will also be opportunities to facilitate coordination and communication between municipal departments, boards and commissions, the City Council, and the Mayor's Office.

It is critical to include City Council Members and the Mayor's Office throughout the planning process to make sure the final product will be acceptable and approvable by those elected officials. As an implementation-oriented effort, this process will be considered successful if Prairie Village's top decision-makers are bought into the final results.

Project Management

The KERAMIDA Project Manager will maintain regular communication with the core City team and conduct internal check-ins, progress monitoring, billing, and other project management tasks to keep the project on schedule and on budget.

Task 2: Data Review & GHG Inventory

Task 2.1 Sustainability Data Review

KERAMIDA will review existing local, regional, and state reports, studies, plans, and other documents pertinent to the development of the Plan. Information gathered in this task will be compiled to accomplish the following objectives:

- Identify goals, objectives, recommended actions, and progress of past efforts.
- Identify opportunities for integration across planning documents.
- Make sure the deliverables of this project are consistent with and build on previous work to achieve Prairie Village's CRZ commitment.

Task 2.2 GHG Inventory

KERAMIDA will work closely with the Prairie Village team in managing and performing the calculation of the GHG emissions inventory in compliance with the Global Protocol for Community-Scale Greenhouse Gas Inventories (GPC).

With active input from the Prairie Village team and local agency project managers, the GHG inventory will identify a baseline year and use city specific-data whenever possible. KERAMIDA will critically review any prior analyses to determine the relevancy of emission sources and the quality and type of data collected to conduct the calculations. KERAMIDA will include all applicable scope 1 and 2 emissions sources related to City operations, identified by the Prairie Village team, and will include applicable and available scope 3 sources.

A key step in the collection of relevant data is identifying appropriate personnel or departments who are responsible for managing the data. KERAMIDA will work closely with the Prairie Village team to identify these parties. The focus will start with GHG emissions sources typical of City operations, including direct emissions, transportation emissions, significant stationary sources related to electricity generation, forestry or urban landscaping activities, and wastewater treatment.

Based on our extensive knowledge of relevant and appropriate calculation protocols and using site-specific emission factors and guidance, KERAMIDA will calculate a GHG emissions inventory for Prairie Village City operations. KERAMIDA will rely on guidance from the Global Protocol for Community-Scale Greenhouse Gas Inventories (GPC) in calculating the GHG emission inventory.

Emissions will be presented as CO₂, CH₄, and N₂O, as well as in metric tons of CO₂ equivalents. Emissions will be summarized by source or any other relevant subcategory that is beneficial to providing a complete emission profile of Prairie Village and will also be presented in a clear, verifiable, and enforceable manner. GHG calculations will also be conducted to allow emission mitigation measures to be effective and quantifiable.

Task 2 Deliverables

- ✓ GHG Inventory

Task 3: Climate Scenario Summary & Benchmarking Analysis

3.1 Climate Scenario Summary

KERAMIDA will use the information gathered in Task 2 to develop future climate scenarios for the Prairie Village, KS, to assess and evaluate climate risks and opportunities. The Task Force on Climate-related Financial Disclosures (TCFD) recommends considering a set of scenarios, including a '2°C or lower' scenario in line with the Paris Agreement – already formally supported via Prairie Village's CRZ commitment. KERAMIDA will evaluate both 'transition' (current policy, technology, market, reputation) and 'physical' (temperature/sea level rise, frequency/severity of extreme weather events) risks.

Information gathered through this review will be compiled and consolidated to accomplish the following objectives:

- Identify climate vulnerabilities and risks in Prairie Village to inform action prioritization and co-benefit opportunities.

3.2 Benchmarking Analysis

KERAMIDA will work with Prairie Village to develop a list of peer cities to perform a benchmarking assessment. The benchmarking assessment will at least compare key climate and resilience-related plans and/or legislation. Tasks include, but are not limited to:

- Schedule and conduct a virtual kick-off meeting to discuss Prairie Village's operations and identify the peer communities to be included in the benchmarking.
- A review of existing information about Prairie Village's sustainability status
- A review of publicly available sustainability disclosures made by Prairie Village's peers
- A draft Benchmarking Report summarizing Prairie Village's peers' sustainability disclosures
- A virtual meeting to discuss the draft Benchmarking Report
- A final report that includes all research conducted

It is assumed that Prairie Village will provide KERAMIDA with any example materials which have been distributed, communicating Prairie Village's sustainability actions and planning. KERAMIDA will benchmark up to a total of 6 entities.

Task 3 Deliverable:

- ✓ Prairie Village Benchmarking Report
- ✓ Climate Scenario Summary

Task 4: Municipal Engagement

KERAMIDA will send at least one staff member to Prairie Village to engage with municipal management in preparation of the plan.

4.1 Municipal Engagement

- Coordinate across City departments to create department-level sustainability strategies to meet the goals of the sustainability plan
- The KERAMIDA team will conduct Feasibility Interviews to assess the feasibility and impact of the initiatives/strategies identified by the greenhouse gas reduction roadmap. Interviews will occur with stakeholders, and Subject Matter Experts (SME).

4.2 Plan Presentation

- KERAMIDA will present the final plan to city officials on an agreed date.

Task 5: Greenhouse Gas Reduction Roadmap

KERAMIDA will develop a GHG Reduction Roadmap that will use the results of the Data Collection, CSS, Benchmarking Analysis, and Feasibility Interviews to assess the feasibility and relative impact of different mitigation initiatives. This tool will assist in the prioritization of climate-related actions and initiatives significant to Prairie Village. Tasks include, but are not limited to:

- KERAMIDA to synthesize and review all prior project tasks and deliverables to help inform the Reduction Roadmap criteria for each mitigation initiative.
- Develop a comprehensive portfolio of climate solutions that will be evaluated against the roadmap.
- Prioritization of initiative portfolio as informed by the feasibility survey and benchmarking report.
- Present the first round of roadmap to SMEs for feedback before further research.

Task 5 Deliverables:

- ✓ Roadmap with initiatives
- ✓ 1-page report for each mitigation initiative with a description of applicability to Prairie Village

Task 6: Sustainability Program Management

KERAMIDA will create a final deliverable combining the five tasks above, providing the necessary tools and strategies to progress the city's climate-related goals and targets. This list of actions will clearly lay out the steps Prairie Village will need to take to advance resilience and sustainability, possible funding sources where applicable, the individuals or groups responsible for each step, and the interdependencies of each step.

This will include:

- Climate action goals and key performance indicators for the short- and long-range goals
- A prioritized list of 5-10 mitigation and resilience actions for the six sectors identified in the GHG Inventory Report.
- Develop output metrics outlining how to report progress for the Sustainability Program.
- Provide recommendations on how the Sustainability Program can most effectively be carried out, whether through allocating work to existing staff, partnering with a third-party consultant, or hiring a dedicated full-time equivalent position to manage the program.
- Establish a cadence of reporting that will fulfill reporting for the Cities Race to Zero, Mayor's Monarch Pledge, and others as specified by Prairie Village.
- Assessment and recommendations on best management of the sustainability program beyond the 2023 fiscal year.

Each mitigation and/or resilience action item will include a concise evaluation that consists of the specific relation to GHG goals, associated costs, feasibility with the City of Prairie Village's resources, and the corresponding impacts and synergies.

Required Timetable

Task	Timeline (Assuming a start date of February 1, 2023)
Project Initiation Meeting	02/13/2023-02/28/2023
Task 2: Data Review & GHG Inventory	03/2023-04/2023
Task 3: Climate Summary & Benchmarking Analysis	03/2023-04/2023
Task 4: Municipal Engagement	05/2023
Task 5: Greenhouse Gas Reduction Roadmap	05/2023-06/2023
Task 6: Sustainability Program Management	05/2023-06/2023

Budget

Please see the budget provided in Attachment 1.

Task	Total Fee	Travel Expense	Total Hours	VK	AC	NM	AG	EB	MW
				\$ 250	\$ 230	\$ 180	\$ 130	\$ 130	\$ 130
Task 1: Project Management	\$ 11,550	\$ -	62	12	3	35	5	5	2
1.1 Kickoff Meeting	\$ 1,590	\$ -	9	1	1	4	1	1	1
1.2 Progress Meetings	\$ 6,360	\$ -	33	11	2	11	4	4	1
1.3 Project Management	\$ 3,600	\$ -	20	0	0	20	0	0	0
Task 2: Data Review & GHG Inventory	\$ 8,530	\$ -	92	1	20	13	4	4	50
2.1 Sustainability Data Review	\$ 2,470	\$ -	17	1	0	8	0	6	0
2.2 GHG Inventory (one year)	\$ 6,060	\$ -	37	0	10	5	0	0	22
Task 3: Climate Summary & Benchmarking Analysis	\$ 3,820	\$ -	26	2	0	4	10	10	0
3.1 Climate Scenario Summary	\$ 1,910	\$ -	13	1	0	2	10	0	0
3.2 Benchmarking Analysis	\$ 1,910	\$ -	13	1	0	2	0	10	0
Task 4: Municipal Engagement	\$ 3,556	\$ 1,756	25	0	0	15	10	0	0
4.1 Municipal Engagement	\$ 1,778	\$ 878	20	0	0	5	0	0	0
4.2 Plan Presentation	\$ 1,778	\$ 878	5	0	0	5	0	0	0
Task 5: Greenhouse Gas Reduction Roadmap	\$ 9,080	\$ -	60	4	0	16	18	18	4
5.1 Develop List of GHG Reduction Strategies	\$ 9,080	\$ -	60	4	0	16	18	18	4
Task 6: Sustainability Program Management	\$ 7,230	\$ -	49	3	0	10	18	18	0
6.1 Program Funding Research	\$ 2,690	\$ -	19	1	0	2	12	4	0
6.2 Program Reporting Protocols	\$ 2,690	\$ -	19	1	0	2	4	12	0
6.3 Program Governance Options	\$ 1,850	\$ -	11	1	0	6	2	2	0
Total*	\$ 45,532	\$ 1,756	314	22	23	93	65	55	56

*Includes \$1756 travel expense



GENERAL TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** KERAMIDA Inc., as an independent consultant, agrees to provide Client for its sole benefit and exclusive use, consulting services set forth in our Proposal.
2. **DEFINITIONS.** When used herein, the terms "we", "us", "Consultant" or "our" refer to KERAMIDA Inc. and the terms "you", "your", "he", "his", "it" and "its" refer to Client.
3. **PAYMENT.** Invoices will be submitted on a monthly basis. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1 1/2 percent per month or the maximum permissible under state law, whichever is less. In addition, KERAMIDA Inc., shall be entitled to recover all costs of collection, including court costs and reasonable outside attorney fees. If Client has any objections to any invoice or part thereof submitted by consultant, he/she shall so advise us in writing giving his/her reasons within 14 calendar days of receipt of such invoice. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. In addition, KERAMIDA Inc. may, after giving 14 calendar days written notice, suspend services under any agreement until all past due accounts have been paid.
4. **SCOPE.**
 - (a) The proposed fees constitute the not-to-exceed amount of the charges required to complete the project as defined. Except as provided in Paragraph 6(b) the project scope will not be altered without mutual agreement. For many projects such as those involving process development work, planning work, or environmental impact assessments, all activities are often initially not fully definable. As the project progresses, the facts uncovered may dictate a change in direction, which may alter the scope. KERAMIDA Inc. will promptly inform the client of such situations so that negotiation of change in scope and cost can be accomplished as required.
 - (b) Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, for force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal, which must be approved in advance by Client.
5. **BILLING.** Where the method of contract payment is on a "lump sum" basis, the invoice will be submitted to Client when a specified phase is completed. Where the method of contract payment is on a time-and-material basis, the following provisions shall apply:

The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of work done at the KERAMIDA Environmental office is one quarter of an hour. There is no premium charge for overtime. Where applicable, rental charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation, or technical equipment.
6. **SUBCONTRACTORS.** When a subcontractor is used by KERAMIDA Inc. (such as laboratories, well drillers, etc.), a ten percent (10%) service charge of the subcontractor's invoice will be billed to Client. No subcontractor shall be used without the prior written consent of Client, and if such consent is given, Consultant agrees to be responsible for all acts and/or omissions of such subcontractor.
7. **TERMINATION.** This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effected unless the other party is given: (1) not less than fourteen (14) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of cancellation.

(a) Where method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the project up to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(b) Where method of contract payment is "lump sum", the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(c) Where method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus 3 percent of the billings to such date as a closeout cost.

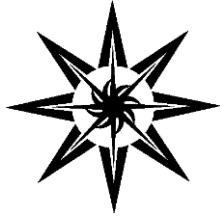
The closeout cost referred to in subparagraphs 9a, b, and c is not to be considered as a penalty but represents an allowance for demobilization of personnel and equipment and shut-down costs not available on short notice.

8. **STANDARD OF CARE AND WARRANTY.** Professional services provided by KERAMIDA Inc. will be performed, findings obtained, and recommendations prepared in accordance with generally accepted professional practices.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED

9. **INSURANCE.** KERAMIDA Inc. maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain automobile liability insurance with a \$1,000,000 limit, general liability insurance with a \$1,000,000 limit for each occurrence and an aggregate limit of \$2,000,000, and professional liability insurance for errors and omissions, as well as pollution liability coverage, with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000. KERAMIDA carries, furthermore, excess umbrella liability insurance with an aggregate limit of \$9,000,000, bringing the total coverage to \$10,000,000. A Certificate of Insurance can be supplied evidencing such coverage.
10. **INDEMNIFICATION.** Consultant shall indemnify, defend and hold harmless Client, its parent, affiliates and subsidiaries, and each of their respective officers, directors, members, employees, and agents from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys' fees and costs), that result from, arise out of or relate to (i) any breach by Consultant of any of covenant, representation or warranty made by Consultant in this Agreement; and/or (ii) the intentional, reckless, or negligent acts or omissions of Consultant in connection with the Services. The rights and obligations of this Section shall survive the expiration or earlier termination of this Agreement.
11. **SAMPLE HANDLING AND RETENTION.** Generally, test samples or specimens are consumed during the conduct of tests by laboratories. Client will be responsible for any sample residue disposal costs, should such costs be charged by the laboratory.
12. **DOCUMENTS.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed reasonably necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property (excluding final deliverables). Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand, and will not be used by Client for any purpose whatsoever. Further, no part of any document we deliver to Client shall be reproduced or distributed externally, whether for advertising, use by another company (other than a company affiliated with Client or hired by Client) or for any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

13. **CONFIDENTIALITY AND PROPERTY RIGHTS.** Consultant agrees to keep in strict confidence at all times and to not disclose to any third party any documents, sales, technical, financial, programming or other data, information, or practices of Client. Such information shall be held and used by Consultant solely to perform Consultant's obligations under this Agreement. All copyright, trademark and/or other intellectual property rights of any kind developed during the term hereof and relating to Client's business shall be deemed a "work for hire" and shall be and remain the sole and exclusive property of Client, and Consultant shall to the extent deemed necessary or desirable by Client, and under a separate scope of work and cost agreement, cooperate and assist Client in perfecting, filing and recording any such rights. Consultant's obligations under this Section 14 shall survive the expiration or termination of this Agreement. Notwithstanding anything to the contrary in the Agreement, Client owns the written material associated with and incorporated into Consultant's deliverables.
14. **SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
15. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
16. **INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
17. **RELATIONSHIP OF THE PARTIES.** The parties to this Agreement are acting as independent contractors, and no employee of any such party shall be deemed to be in the employ of any other party, nor shall a party have any right or authority to act on behalf of any other party beyond that expressly granted herein. Nothing contained herein or done pursuant hereto shall be construed to create a joint venture or partnership between the parties, or create any relationship of principal and agent or employer and employee. KERAMIDA, Inc. agrees to be solely responsible for any or all taxes due on compensation received from Client. Neither KERAMIDA, Inc. (nor its employees if any) shall be entitled to any benefits or participation in any benefit plans available to employees of Client.
18. **TAXES.** If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and be subject to reimbursement.
19. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Indiana.
20. **NO RESTRICTIONS.** Consultant represents and warrants to Client that Consultant is free to enter into and perform this Agreement with Client and is not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to: (a) Consultant's right to execute this Agreement; (b) Consultant's right to grant all of the rights granted to Client hereunder; and (c) Consultant's right to fully perform each and every term and obligation hereof. Consultant agrees not to do or attempt to do, or suffer to be done, during or after the term hereof any act in derogation of or inconsistent with Client's rights hereunder.



ADMINISTRATION

Council Meeting Date: March 6, 2023

COMMITTEE OF THE WHOLE AGENDA - 2024 Budget Goals and Objectives

Attached please find a draft of the proposed 2024 Budget Goals and Objectives.

The budget 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

Each year the Council reaffirms its Goals and Objectives specific to that upcoming budget year. The draft 2024 document carries forward the adopted 2023 budget goals and objectives but with two recommended updates:

- Edited the reference to "Maintain employee stability" to recognize the implementation of the 2022 salary and benefits study;
- Edited an objective under "Maintain quality streets, parks, and infrastructure" to emphasize long-term planning for capital needs, possibly including City facilities;

Staff will present an overview of the budget process and the City's updated mill levy information along with this agenda item.

Staff is seeking Council's direction on whether to amend the proposed 2024 Budget Goals and Objectives before approving the document.

SUGGESTED MOTION

Recommend the City Council approve the 2024 Goals and Objectives.

ATTACHMENTS:

- 2024 Goals and Objectives
- 2024 Goals and Objectives and Mill Levy Presentation

Prepared by: Jason Hannaman, Finance Director
Date: February 28, 2023

**City of Prairie Village
2024 Budget Goals and Objectives**

2024 GOALS	OBJECTIVES
Maintain high quality services and programs	• Manage and plan to meet demand for City services • Promote sustainable growth and development • Understand the scope of available options (solutions within the City's sphere of influence or control) • Maintain employee stability through the City's comprehensive pay and benefits plan
Maintain quality streets, parks and infrastructure	• Maintain a comprehensive plan for both near-term and long-term capital needs, including City facilities • Plan and construct capital projects
Continue strong financial condition	• Maintain AAA bond rating • Budget for General Fund ending fund balance to be a minimum of 25% of revenues (excluding transfers) • Continue emphasis on Equipment Reserve Fund and other funding sources for non-routine equipment purchases • Prepare and adopt a fiscally prudent 2024 City Budget
Maintain financial transparency and citizen participation in budget issues	• Communicate with Citizens and key local partners • Continue to utilize "PV Checkbook" • Continue to publicize budget-related meetings and invite public participation in the budget process • Continue to utilize social media and the Village Voice to communicate key financial issues



City of Prairie Village 2024 Budget Goals & Objectives and Mill Levy Information

- March 6, 2023



Proposed 2024 Budget Goals

2

- ❑ 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



Proposed 2024 Objectives

3

- Maintain high quality services and programs
 - Manage and plan to meet demand for City services
 - Promote sustainable growth and development
 - Understand the scope of available options
 - Maintain employee stability through the City's comprehensive pay and benefits plan



Proposed 2024 Objectives

4

- Maintain quality streets, parks and infrastructure
 - ▣ Maintain a comprehensive plan for both near-term and long-term capital needs, including City facilities
 - ▣ Plan and construct capital projects



Proposed 2024 Objectives

5

- Continue strong financial condition
 - ▣ Maintain AAA bond rating
 - ▣ Budget for General Fund ending fund balance to be a minimum of 25% of revenues
 - ▣ Continue emphasis on Equipment Reserve Fund and other funding sources for non-routine equipment purchases
 - ▣ Prepare and adopt a fiscally prudent 2024 City Budget



Proposed 2024 Objectives

6

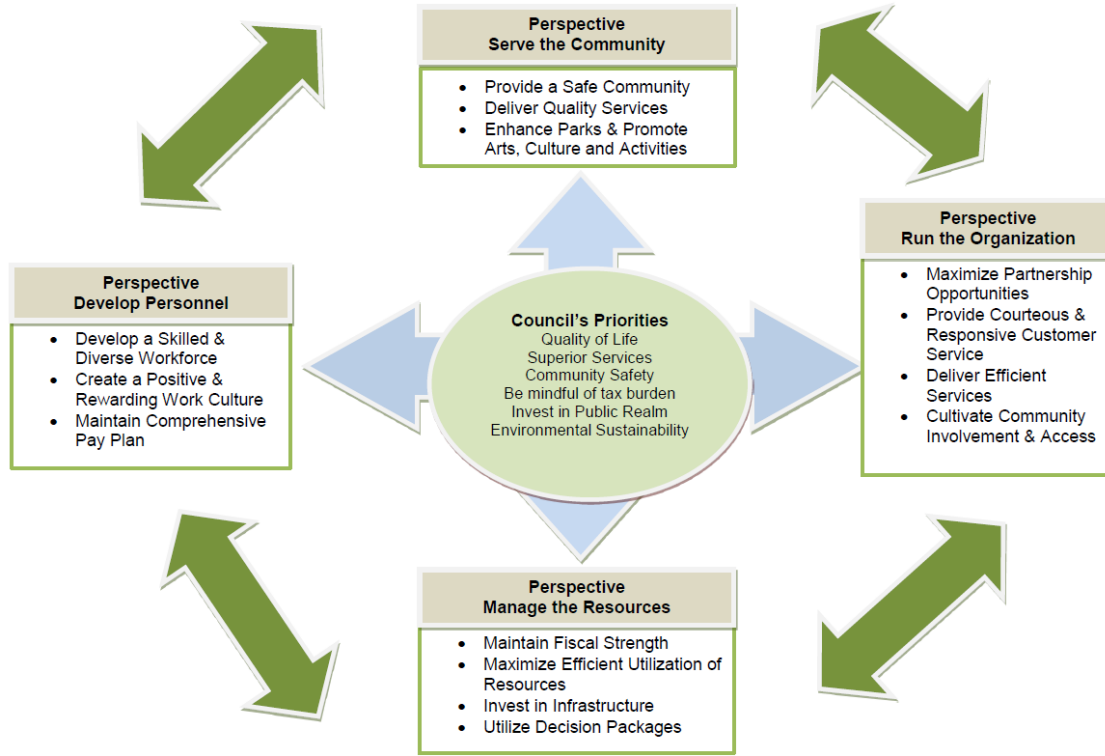
- Maintain financial transparency and citizen participation in budget issues
 - Communicate with citizens and key local partners
 - Continue to utilize “PV Checkbook”
 - Continue to publicize budget-related meetings and invite public participation in the budget process
 - Continue to utilize social media and the Village Voice to communicate key financial issues



Budget Process

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Goals and Objectives - Budget Process

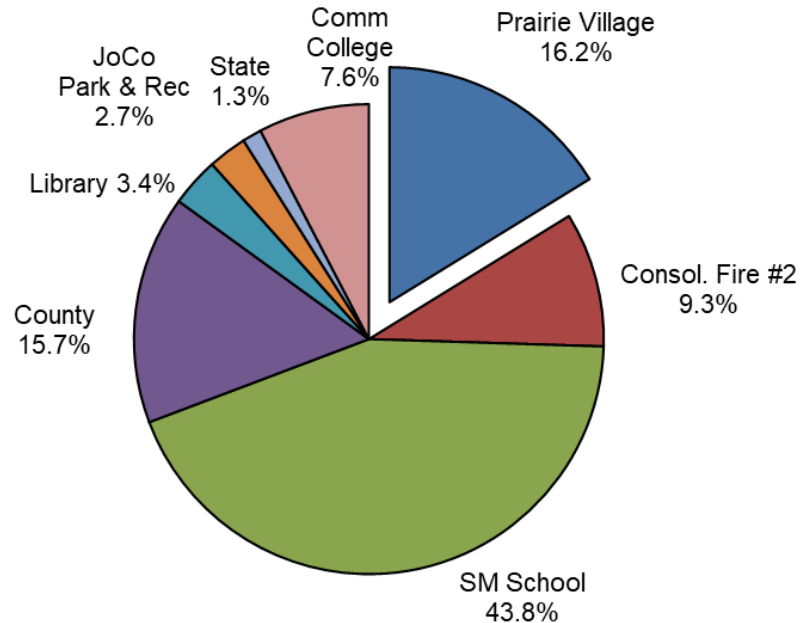




Mill Levy: 2022 Taxes Levied for 2023

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2022 Taxes Levied for 2023





Mill Levy: Average Prairie Village Home

2022 Taxes Levied for 2023 - Average Prairie Village House

Average Home Appraised Value: \$ 426,865

Mill Levies

<u>2022/2023</u>		Assessed Value (11.5%): \$ 49,089	
		<u>Annual</u>	<u>Monthly</u>
Prairie Village	18.309	Prairie Village \$ 899	\$ 75
Consol. Fire #2	10.477	Consol. Fire #2 514	43
SM School	49.386	SM School 2,424	202
County	17.772	County 872	73
Library	3.815	Library 187	16
JoCo Park & Rec	3.021	JoCo Park & Rec 148	12
State	1.500	State 74	6
Comm College	8.617	Comm College 423	35
	<u>112.897</u>	<u>\$ 5,541</u>	<u>\$ 462</u>

1 mill for the City = \$552,760 (2022 Annual Abstract of Taxes)

1 mill for the average house = \$49.10 (annual)



Mill Levy Comparisons

10

Johnson County Cities 2022 Mill Levies On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Bonner Springs	30.120		7.814		3.942	41.876
Roeland Park	25.987	10.477	1.676			38.140
Westwood Hills	21.862	10.477	4.000			36.339
Spring Hill C/F	21.342	13.097	1.315		0.223	35.977
Mission Hills	21.959	10.477	0.806			33.242
Westwood	20.701	10.477	0.497			31.675
Fairway	18.568	10.477	1.362			30.407
Edgerton	29.674					29.674
Prairie Village	18.309	10.477	-			28.786
Lenexa	22.589		5.533			28.122
Merriam	26.623		1.042			27.665
Mission	16.374	10.477				26.851
Olathe C/F	9.708	1.736	9.744		3.053	24.241
Leawood	19.925		4.152			24.077
Shawnee	18.253	1.286	4.508			24.047
De Soto	13.368	4.924	2.613			20.905
Gardner	12.941		5.758			18.699
Overland Park	13.610			0.963		14.573

S: 2022 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet
found on the Johnson County Dept of Records & Tax Administration website.



Mill Levy Comparisons (continued)

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Johnson County Cities 2022 Mill Levies (Without Fire District) On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Bonner Springs	30.120	-	7.814	-	3.942	41.876
Spring Hill C/F	21.342	13.097	1.315	-	0.223	35.977
Edgerton	29.674	-	-	-	-	29.674
Lenexa	22.589	-	5.533	-	-	28.122
Merriam	26.623	-	1.042	-	-	27.665
Roeland Park	25.987	-	1.676	-	-	27.663
Westwood Hills	21.862	-	4.000	-	-	25.862
Olathe C/F	9.708	1.736	9.744	-	3.053	24.241
Leawood	19.925	-	4.152	-	-	24.077
Shawnee	18.253	1.286	4.508	-	-	24.047
Mission Hills	21.959	-	0.806	-	-	22.765
Westwood	20.701	-	0.497	-	-	21.198
De Soto	13.368	4.924	2.613	-	-	20.905
Fairway	18.568	-	1.362	-	-	19.930
Gardner	12.941	-	5.758	-	-	18.699
Prairie Village	18.309	-	-	-	-	18.309
Mission	16.374	-	-	-	-	16.374
Overland Park	13.610	-	-	0.963	-	14.573

S: 2022 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet
found on the Johnson County Dept of Records & Tax Administration website.



Mill Levy: Estimated Value of One Mill

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Estimated Value Of One Mill For 2023 (Mill Rate = 18.309) - NO TIF		
		AVG PV Home
The estimated value of one mill would be:		\$552,760
1/10 mill	\$55,276	\$4.91
2/10 mill	\$110,552	\$9.82
3/10 mill	\$165,828	\$14.73
4/10 mill	\$221,104	\$19.64
5/10 mill	\$276,380	\$24.55
6/10 mill	\$331,656	\$29.46
7/10 mill	\$386,932	\$34.37
8/10 mill	\$442,208	\$39.28
9/10 mill	\$497,484	\$44.19
1 mill	\$552,760	\$49.10
1.1 mill	\$608,036	\$54.01
1.2 mill	\$663,312	\$58.92
1.3 mill	\$718,589	\$63.83
1.4 mill	\$773,865	\$68.74
1.5 mill	\$829,141	\$73.65
1.6 mill	\$884,417	\$78.56
1.7 mill	\$939,693	\$83.47
1.8 mill	\$994,969	\$88.38
1.9 mill	\$1,050,245	\$93.29
2 mill	\$1,105,521	\$98.20



Decision Packages – Past Examples

13

- As we wait to see the full impact of implementing market compensation increases in 2022 and the outcome of planning for future large capital needs, staff recommends minimal decision packages for 2024.
- Decision Packages – Past Examples
 - Adding Information Systems Administrator position
 - Funding second mental health co-responder (shared w/ Mission Hills & Leawood)
 - Sustainability Program Management
 - Increasing funding for street maintenance in the Capital Improvement Plan
- Identify estimated amount and recommended funding source
- Submit to Finance by April 7, 2023 to be discussed by the Council and Finance Committee

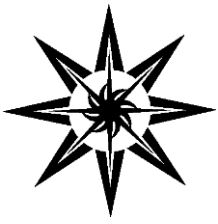
A “decision package” has traditionally been an item which is above and beyond the existing or core services of the City.



Next Steps

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- April 3: Worker's Compensation and Insurance Cost Assumptions
- April 17: Decision Package Discussion (Send to Jason by 4/7/2023)
- April 17: Preliminary Revenue Estimate
- April 17: Committee 2023 Budgets and Outside Funding Requests
- May 1: CIP and Annual Road Condition Discussion



Discussion on adding members of the Governing Body to the City's Health, Dental, and Vision insurance plans with the same cost sharing as if they were full time City employees.

BACKGROUND

At the January 17, 2023 Council Committee of the Whole meeting, members of the Governing Body had a discussion about adding such members to the City's Health, Dental, and Vision Insurance plans.

After a discussion, the Council approved a motion to have staff research what neighboring municipalities pay Governing Body positions, whether they offer health insurance, and the financial impact of adding members to the City's Health Insurance plan.

STAFF RESEARCH

A comparison of the different neighboring municipalities is in the attachment.

If all members of the Governing Body participated, the annual cost for health, dental, and vision insurance is shown below at the different levels:

- Single - \$121,900
- Employee + 1 - \$200,300
- Family - \$306,000

The employer costs at the individual level per year for these plans is \$9,376.00 (employee only), \$15,400.00 (employee +1), and \$23,540.00 (family)

Staff contacted our CBIZ to see if there were any other impacts to these plans.

- Adding elected officials would not require a plan change. The plan would take on additional risk and could affect renewals based on experience.
- Adding a different class of members would be a qualifying event and could be done mid-year. (Ideally, enrollments occur during open enrollment.)
- If elected officials became a covered member and elected not to run again or did not retain their seat, they would be eligible for COBRA. (18 months)

As a reminder, members of the Governing Body can currently participate in the City's insurance plans by paying for 100% of the premium.

ATTACHMENTS – Governing Body Compensation/Benefits Comparison chart

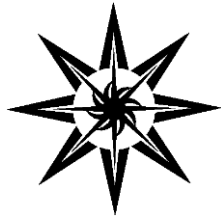
PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
Date: January 27, 2023

Governing Body Compensation / Benefits Comparison

City	# CM	Salary per month		Health Insurance	Other / Notes
		Mayor	Council		
PV	12	\$0.00	\$0.00	Yes / member pays full premium	Mayor/Council can elect to receive \$25/mo communications stipend
Olathe	6	\$2,473.00	\$1,236.00	Yes / employee rate	Mayor receives \$655/mo communications/expense allowance. Council receives \$455/mo communications/ expense allowance. Both receive \$250/mo contribution to 457 plan
OP	12	\$2,666.00	\$1,066.00	Yes / City pays 25% subsidy	Mayor receives \$400/mo auto and \$100/mo tech allowances. Council receives \$100/mo auto and \$100/mo tech allowances
Leawood	8	\$1,667.20	\$916.80	No	Mayor receives \$400/mo auto and \$200/mo expenses. Council receives \$250/mo auto and \$100/mo expenses
Lenexa	8	\$2,016.00	\$1,009.00	Yes/ member pays full premium	Mayor/Council receive \$136/mo phone/internet stipend. Mayor receives \$167/mo auto allowance
Merriam	8	\$1,083.00	\$491.00	No	
Mission	8	\$1,060.00	\$371.00	No	Mayor/Council receive \$25/mo communications stipend
RP	8	\$417.00	\$417.00	No	
Fairway	8	\$300.00	\$150.00	No	
Westwood	5	\$700.00	\$250.00	No	
Shawnee	8	\$1,356.00	\$801.00	Yes / member pays full premium	Mayor recieves \$208/mo auto and \$31/mo communication allowance
Gardner	5	\$647.76	\$319.70	Yes / member pays full premium	
Average		\$1,198.83	\$585.63		

01/18/23



MAYOR

City Council Meeting Date: March 6, 2023

COU2023-10

Consider financial donation to Shawnee Mission East PTA for senior after-graduation party

DISCUSSION

Consider a financial donation to the Shawnee Mission East (SME) PTA for its after-graduation party for seniors.

BACKGROUND

In May, over 400 students will graduate from Shawnee Mission East High School in Prairie Village. For the past 12 years, the SME PTA has provided a drug and alcohol-free party following the graduation ceremony to ensure the safety of students and celebrate their accomplishments. Approximately 99% of graduating seniors have historically attended the party, which includes dinner, games, and raffle items. All funds for the event are raised through corporate and personal donations.

Staff estimates that nearly half of the 2023 graduating class are residents of Prairie Village.

ATTACHMENTS

Letter from Shawnee Mission East PTA

PREPARED BY

Adam Geffert

City Clerk

Date: March 1, 2023



February 15, 2023

Mayor Eric Mikkelsen
Prairie Village City Hall
7700 Mission Road
Prairie Village, KS 66208

Dear Mayor Mikkelsen,

I am writing to you to see if the City of Prairie Village would consider making a donation to the 2023 Shawnee Mission East Senior After Graduation Party.

In May, Shawnee Mission East will be graduating 403 students who will say goodbye to their senior year. We are asking for your support to help us celebrate our graduating seniors. For the past 12 years, the SME PTA and the parents at Shawnee Mission East have put on a safe, drug and alcohol free graduation party at SME following the graduation ceremony. It is intended to be a well-deserved celebration of our seniors' achievements and acknowledgement of the years of hard work they put into completing their high school education. The After Grad party has a 99% attendance level by the Senior Class and the event includes dinner, games, various entertainment and raffle items. All of the funds for the event are raised by corporate and personal gifts.

We would love it if you would consider supporting our seniors, many who reside in the City of Prairie Village. Please consider a donation to help us provide a safe, substance-free celebration for our graduating class of 2023. To support us you may donate through Venmo @SMEPTSA or you can send in a check payable to SME PTSA to Regan Barrett at 4321 W 64th Street, Prairie Village, KS 66208. Be sure to reference "After Grad Party" in your donation.

Please let us know if there is anything else we could provide you further or if you have any questions. Thank you for your consideration.

A handwritten signature in black ink that reads "Regan Barrett".

Regan Barrett
2023 After Grad Party Co-Chair
913-634-3926

A handwritten signature in black ink that reads "Allison Hughes".

Allison Hughes
2023 After Grad Party Co-Chair
913-522-0781

Thank you for considering a gift!

MAYOR'S ANNOUNCEMENTS
Monday, March 6, 2023

Planning Commission	03/07/2023	7:00 p.m.
Arts Council	03/08/2023	5:30 p.m.
Parks and Recreation Committee	03/08/2023	5:30 p.m.
Arts Council gallery reception	03/08/2023	7:00 p.m.
City Council	03/20/2023	6:00 p.m.
Diversity Committee	03/21/2023	4:00 p.m.
Environmental Committee	03/22/2023	5:30 p.m.
VillageFest Committee	03/23/2023	5:30 p.m.
City Council	04/03/2023	6:00 p.m.

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INFORMATIONAL ITEMS

March 6, 2023

1. Environmental Committee meeting minutes – January 25, 2023
2. Tree Board meeting minutes – February 1, 2023
3. JazzFest Committee meeting minutes – February 28, 2023
4. March plan of action

The Prairie Village Environmental Committee met Wednesday, January 25, 2023, 5:30 p.m. Prairie Village City Hall, MPR.

The meeting was called to order at 5:32 p.m.

Members in Attendance

Piper Reimer (Chair), Greg Shelton (Co-Chair), Ashley Freburg (Staff Liaison) Stephanie Alger, Warren Smith, Paul Winn, McKenna Owens, Rick Wohlfarth, Johanna Comes, Margaret Thomas, Rich Dalton, Nathan Kovac, Travis Carson, Magda Born

Also in attendance was Prairie Village Resident Guest-Melinda Lewis

Introductions of new committee member, Paul Winn, and committee members

Approval of the agenda

Rich moved to approve the agenda. Rick seconded the motion. All in favor.

Approval of December 2022 meeting minutes

Stephanie moved to approve the minutes. Rick seconded the motion. All in favor.

New Business

2023 Committee Budget Discussion: Piper presented a potential budget as a starting point for the discussion, which included the following items:

- Thermostat Pilot Program: The Sustainability Grant Program could possibly support this in the future, but it does not fit into the 2023 program structure. Piper will be contacting Everygy to see if it is possible to work with them to subsidize this for Prairie Village residents. Piper will also be looking into other options as well.
- Overland Park Recycling Extravaganza Partnership: Overland Park requested 5 volunteers and \$1400 for a tent in order to be a partner for each of the 2 annual events. Piper asked Overland Park if it would be possible for PV to participate if only providing volunteers, but they seem reluctant. We could consider choosing one event during the year to participate in. This would likely be the June date.
- E-cycle Event: NEJC cities that are a part of the Go Green Environmental Fair will be holding an event for paper shredding, e-recycling and eye glass collection. The tentative date is September 30. If Prairie Village were to participate, we would likely need to contribute \$700 based on the number of residents we have.
- Event and Initiatives Promotions: Piper made an estimate for \$1000 to go towards promoting our events and initiatives.
- Curbside Composting: Greg discussed a possibility for an educational campaign about how to compost to raise awareness and get residents interested. Greg also discussed that Olathe will be starting a pilot program with drop-off sites for residents, which could be a good option for our residents. Piper contacted Missouri Organic about a similar idea in the Fall, but has not received a response from them.
- Committee Banner/Tablecloth: Ashley suggested a branded tablecloth rather than a banner so that we do not have to worry about hanging a banner at an event. She

recommended getting a colored tablecloth with white writing. The estimated cost is \$500.

- Supplies for props/activities at 2023 events: The budget was increased to \$300 due to the rise in prices to make the wooden monarch photo prop, seed balls, and youth craft.
- Weighted Adjustable Poster Stand: The poster was made last year, but the committee agreed it would be good to have a weighted stand for events. The estimated cost is \$100.

Nathan made a motion to approve the proposed budget. Stephanie seconded the motion. All in favor.

Consider changing December meeting to Second Wednesday of the Month due to recurring conflict with the 1st Wednesday in December. Rich made a motion to move the December meeting. Johanna seconded. All in favor.

Old Business

Consider termination of City's contract with Dynamhex

The company compiles greenhouse gas data for PV and had agreed to provide access to an interactive online portal for residents. Since initiation of contract 3 years ago, Dynamhex has only provided one year of data. This program's total cost is \$9,000 each year; the contract renews in November. Nathan suggested having Sunny, the main contact with Dynamhex, come to a meeting to discuss what hurdles are causing the delay in providing products as agreed to in contract. Johanna suggested terminating this contract since we have paid for services that have not been received. Piper also recommending terminating the contract since city staff has contacted them multiple times in the past three years, receiving promises to deliver that have not materialized. Greg mentioned that Google launched software similar to what Dynamhex originally proposed.

Nathan moved to have Dynamhex come to our February meeting for a program upgrade before terminating the contract. Rich seconded the motion. Nathan voted in favor. All others opposed.

Rick made a motion to communicate to the City Council the committee's request to terminate the contract. Nathan seconded the motion. All in favor.

OP Recycling Extravaganza: Discussed in old business

Village Voice: The deadline for the next article is February 5. Warren volunteered to write an article about dangers of burning wood in interior fireplaces due to the impact on air quality. The committee decided it would be best to publish that in the fall. Nathan volunteered to write about the Johnson County Contain the Rain program, co-developed with Bridging the Gap, which provides funding to residents to subsidize planting native plants for the March/April edition.

Announcements

1. Next meeting: February 22, 5:30, secretary: Warren

2. Sustainability Coordinator: One candidate from Indiana has been interviewed. Will interview one more applicant next week.
3. Recycle Right is still working on the Monday route. There have been a few roadblocks: weather, Brandon was on paternity leave, etc. After he is back in the office full time, he hopes to invite people from the committee.
4. Margaret asked about new federal funding for sustainability improvement such as electric vehicle and heat pump assistance programs. Greg states that there is funding, but there is not enough supply for residents.

Adjourn

Stephanie made a motion to adjourn the meeting. Nathan seconded the motion. All in favor.
Meeting adjourned at 6:56 p.m.

EC status updates: January 25, 2023 meeting

1. Sustainability Program Management: met with Keramida Sustainability Services on 1/18 to discuss the proposal they submitted. We are expecting another proposal submission from a local company in the next week.
2. Recycle Right: Still in progress. Due to issues with Republic staffing issues, and some weather issues, this is taking longer than expected. Very preliminary results have been very positive, both in terms of efficacy, and resident feedback.
3. Go Green: 2023 date is still undecided

TREE BOARD
City of Prairie Village
Minutes
February 1, 2023

Board members present: Ian Graves, Mark Morgan, Kevin Dunn, Kellen Jenkins, Beth Held, Pam Gagel

Board members absent: Deborah Brown, Kim Biagioli, Karen Hogan

Other Attendees:
Bridget Tolle

Kevin Dunn brought the meeting to order at 6:03 pm

Introduction of new Board member Ian Graves

Graves replaces Greg Shelton. Shelton filled him in on the Tree Board's Strategic Plan process. Graves was the liaison to the Environmental Committee for 2 years. Members introduced themselves to Graves.

Board membership:

Kellen Jenkins announced that this was his last meeting. He is joining the Prairie Village Arts Council. Dunn announced that this was also to be Deborah Brown's last meeting. He will bring applications to the March meeting for the Board's review for new members.

Review and approve minutes from November 2, 2022 Meeting

First order of business was to review and approve the minutes from the November 2 meeting. There were no amendments. Mark Morgan moved that the minutes be approved, and a second was made by Beth Held.

Nominate Tree Board Chair for 2023

Kevin Dunn was nominated. Mark Morgan moved approval of Dunn as Chair of the Tree Board, and Beth Held made the second. Dunn was elected unanimously.

Strategic Plan

The Board will revisit the Strategic Plan during the April meeting. The Plan does not require City Council approval. The Plan as it is now drafted was stripped down to the imperatives. Some of the detail needs to be added back in. The Board's Google Drive includes the original version with Greg Shelton's comments, and a version with edits made today. Dunn asked all to review. Held and Gagel will meet before the April meeting to discuss revisions.

Staff Update

Successes of Tree Protection Ordinance presentation to Council

The Tree Board has been asked to present to the City Council again on February 6, 2023. Bridget will present on the Ordinance, and what the Tree Board has accomplished since June 2021 when the Ordinance went into effect. There was a discussion of what to include in the presentation to City Council.

Tree City USA application data and essay

Bridget wrote and submitted this application. A copy of the submission is on the shared drive.

Mission Road project (between Tomahawk and West 67)

There was a lengthy discussion concerning what types of trees/planting will be most appropriate in this new ~~4-foot-wide~~ area that will be created by the road raising project at this location. There were two 100-year floods in this area in one month in 2017. All junipers and honeysuckle will be removed. ~~This width~~ The 4 foot width in one section is small for a tree; all agreed that lindens were not appropriate. Regal Prince Oak, Adirondack Crab Apple, and other Columnar Oaks were discussed. Bridget will get back to the storm water person with the Board's recommendations.

Consider Memorial Tree Donation Policy Recommendations

This discussion was related to a review of the Prairie Village Foundation donation policies. At present one level of commemoration is \$500 for a new tree with no memorial plaque. These trees are only in parks, and they are running out of room in parks. Also \$500 no longer covers the cost of a tree. Tree Board recommends eliminating this category, and continuing the \$5,000 gift for a new tree with a commemorative plaque. There was a suggestion of planting these trees in islands.

Grant Potential

a. Carbon Offset Opportunities

December 2022 Webinar. Check into this opportunity-carbon credits as a new revenue resource to plant trees in metropolitan areas.

b. Inflation Reduction Act

Bridget sent information to the Kansas Forest Service for a response to the RFP that was due in January. She had one week to turn this around. Limited to public property. Also education and outreach.

Arbor Day Poster Contest

1 won the vote of the members of the Tree Board as the winning poster.

Arbor Day Honoree Nominations

These nominations are due by the end of February.

Dunn will write nomination for Frank Riott for his work with the Tree Board.

March/April Village Voice—deadline Feb 5**Articles: Contain the Rain, Arbor Day Poster Nominee, Hypoxylon Canker?**

The focus of this issue will be Parks and Rec.

Agreed to hold on Hypoxylon article.

Submit piece on Arbor Day Poster Nominee.

Old Business**Tree Board Street Planting project.**

This will be moved to the March meeting agenda.

Volunteer Waivers

All members present signed new Volunteer Waivers as required on an annual basis.

Minute Taking Assignments***2023 Note taking:***

February: Pam

March: Kevin

April: Beth

May: Karen

June: Kim

August: Mark

September: new board member

November: 2nd new board member

New Business

There was no new business.

The next Tree Board Meeting will be March 1, 2023. Send items for the agenda to Kevin Dunn.

Beth Held moved to adjourn the meeting, and Mark Morgan made a second. Kevin Dunn adjourned the meeting at 8:06 pm

Minutes submitted by Pam Gagel

Prairie Village Jazz Fest 2023
Committee Meeting
Tuesday February 28, 5:30 p.m.

Attendees

Dave Hassett	Food and Beverage Chair
Amanda Hassett	VIP Services Chair
Joyce Hagen Mundy	Volunteers Chair
Alex Toepfer	Talent Chair
J.D. Kinney	Special Events Coordinator, Committee Chair
Dave Robinson	Prairie Village City Council, Council Liaison
Kyle Vanlanduyt	Master of Ceremonies
John Wilinski	Backstage and Artist Hospitality Chair
Sneha Thomas	Prairie Village Teen Council

Committee Chair's Report

The date of Jazz Fest is Saturday September 9, 2023 from 3:00 pm to 10:00 pm. The location is Harmon Park.

There may be construction in the circle parking lot and playground area off Delmar behind the pavilion/beer tent/VIP/food truck area. If it will make those areas of Jazz Fest difficult to access, some of these areas may need to relocate.

Fundraising and Sponsorships

No report

Talent

Back Alley Brass Band and Adam Larson have both asked whether they could return for Jazz Fest 2023. Traditionally we do not have the same acts in consecutive years.

Alex is preparing to contact a number of acts to gauge their interest and availability to perform.

F&B

Water One Quench Buggy is scheduled for Jazz Fest 2023. Polar Oasis is confirmed as well.
Beer tent footprint to be reduced from 20x50 to 20x40

VIP Services

VIP tent same or larger size. Determination of VIP seating/reception/food and beverage options
TBD

Stage, Lighting and Technical Services

Jim Barnes to contact SECT, Aching Backline and Jones Piano to secure our date.
2022 stage set up and layout worked fine.

We need to figure out how to close and secure the critical areas of the skate park against it being used by skaters, especially when SECT is working on setup and teardown to avoid the risk of injury to our vendors and volunteers.

Infrastructure

AAA Event Rentals will be the tent vendor in 2023. Same general needs and set up as 2022
SME Band Boosters will collect garbage and recyclables garbage in exchange for a \$500 donation.

Marketing

Elissa Andre to determine whether any marketing cost carryovers are available from 2022 for 2023.

The banner that goes across the front of the canopy above the stage disappeared after being taken down in 2022. It was created for the first Jazz Fest, so we have the opportunity to update it for 2023. JD will contacted SECT to get accurate dimensions based on the size of the canopy.

Backstage/Artist Hospitality

We are investing in a 10x20 tent for the area adjacent to the 20x20 main backstage tent. We may need to replace the rug. Not sure if it got stored after drying or was tossed. A rug for the area under the tent is needed for comfort, safety and to protect the skate park surface. PV Public Works will again be responsible for the backstage area

American Jazz Museum

Inga Selders has referred us to Cole Robinson, who is the new Council Liaison to the Diversity Committee, to advise whether the American Jazz Museum has interest to participate as a content/exhibit provider in 2023 under the sponsorship of the Diversity Committee

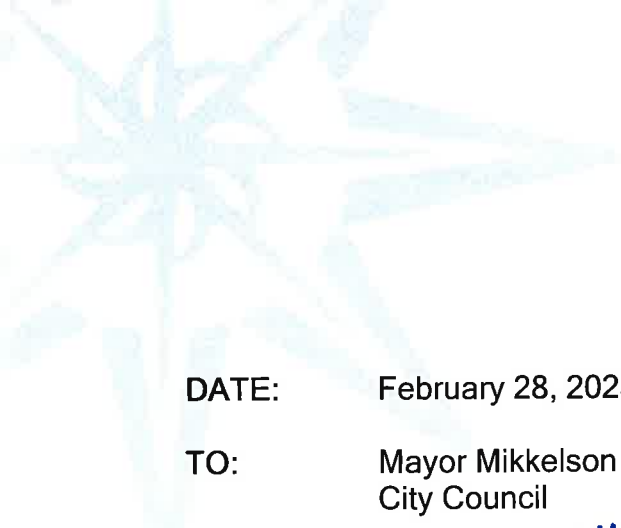
City Committees

JD will inquire which of the City Committees (Foundation, Environmental, Tree Board, Diversity, Arts Council wishes to have a booth at Jazz Fest.

The next Jazz Fest Committee meeting was scheduled for Tuesday March 28, 2023, at 5:30 pm in the MultiPurpose Room.

The meeting concluded at 6:12 p.m.

Respectfully submitted: JD Kinney



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: February 28, 2023

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: MARCH PLAN OF ACTION

The following projects will be initiated during the month of March:

- COPS Grant - PD (03/23)
- Large Item Pickup Coordination/Promotion - Adam/Ashley (03/23)
 - Sleepyhead Bed Mattress Recycling
- New Committee Member Orientation - Staff/Committee Chairs (03/23)
 - Waiver Form
 - Code of Conduct
 - Video of CP-001
 - Video of KORA Requirements
 - Website Update
- 2022 Financial Audit - Jason/Nickie (03/23)
- Severe Weather Preparedness - Tim (03/23)
- Pool Open Planning and Preparation - Meghan (03/23)
- Insurance Renewal Reports - Staff (03/23)
- Non-selected Committee Applications to Council - Adam (03/23)
- KERAMIDA Sustainability Program implementation - Meghan/Ashley (03/23)
- Spring Foundation Board Meeting/annual charitable giving - Meghan
- Intruder Safety Training - PD (03/23)
- Livestreaming Alternatives - Tim/Staff (03/23)
- 2024 Budget Process - Staff (03/23)
 - Council Goals & Objectives
 - Committee Funding Requests
 - Decision Packages
 - Insurance Cost Assumptions
 - Personnel Assumption
 - Reappraisal Projections
 - Use of TGT Funds
 - Preliminary Revenue Estimates Report
 - Meeting w/Appraiser

In Progress

- Community Center Consideration/Survey - Staff (02/23)
- Cyber Preparedness Review - Dan/Mike/Time (02/23)
- Standard Contract Review w/Insurance Carrier - Keith/Melissa (02/23)
- Annual Committee Member Training - Adam/Meghan (02/23)
- Teen Council Presentations - Piper/Meghan (02/23)
- Seven Days Program - Meghan (02/23)
- Lifeguard and Pool Operational Staff Hiring - Meghan - (01/23)
- Marketing Strategy Evaluation - Ashley/Meghan (01/23)
- NLC Conference Planning - Meghan/Nickie (01/23)
- Annual Health Risk Assessments - Cindy (01/23)
- Annual Every Update - Wes (12/22)
- Research Federal Infrastructure/Jobs Act Grants - Jason/Nickie (12/22)
- Public Arts Fund program planning - Nickie/Meghan (11/22)
- Information Systems Specialist Hiring Process - IS/ Cindy/Tim (11/22)
- Park Sign Replacement and Branding Process - Melissa (9/22)
- Lap Pool Repair Project - Keith (08/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Ad Hoc Housing Committee Recommendations - Nickie/Chris (07/22)
- Ward Boundaries - Nickie/Chris (06/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Next Steps UCS Racial Equities - Tim (04/22)
- Agenda Management Software Evaluation - Adam/Ashley (12/21)
- Phone System Replacement - IS (11/21)
- Researching Department of Energy Solar App+ Program - Nickie (10/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- 2021 International Energy Conservation Code - Nickie/Mitch (03/21)
- Memorial Plaques in Parks Criteria Review - Meghan (08/19)
- Research Viability of Interior Rental Inspections - Nickie (06/19)

Completed

- 2023 Exterior and Sustainability Grant Applications - Nickie (01/23)
- 2022 Property Tax Rebate Program - Adam (01/23)
- 2022 Audit Preparation - Jason (02/23)
- Council Pay/Benefit Local Comparison - Tim (03/23)
- Tree Protection Presentation - Tree Board (02/23)
- 4th Quarter Crime Stats - Chief (02/23)
- Volunteer Committee Appointments - Staff (02/23)
- Acknowledge Mayor/Council Service Longevity - Adam (02/23)
- Mayor's Prayer Breakfast - Ashley (02/23)

- Review of Defensive Driver Training for New Employees - Staff (02/23)
- 2024 Budget Calendar Review and Presentation - Jason/Nickie/Wes (02/23)
 - Budget Presentation Notification to Committees
- Council Work Session - Meghan/Wes (12/22)
- Aquatics Supervisor Hiring Process - Meghan (11/22)
- Annual Meetings with County/State Elected Officials - Nickie/Mayor/Wes (11/22)
- Village Voice Articles/Publication - Ashley (02/23)
- Sustainability Program Manager RFP review process - Meghan/Ashley (1/23)
- Preparing Annual Police Pension Statements - Cindy (02/23)

Ongoing

- City Hall/PD Feasibility Study - Melissa/Staff (04/22)
- Business Continuity Plan - Tim/Dan/Nickie (03/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Diversity Training - Tim/Cindy (06/22)

Tabled Initiatives

- Pool Mural Project - Meghan (04/21) [placed on hold until the Community Center discussion is decided upon]
- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [[pending Council direction](#)]