

The public may attend the meeting in person or view it online.

**City Council Meeting Agenda
City of Prairie Village
Council Chambers
Monday, June 1, 2026
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

- A. National Gun Violence Awareness Day proclamation
- B. Pride 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 the meeting date. 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.

- A. Consider approval of regular city council meeting minutes - May 18, 2026
- B. Consider approval of claims ordinance #3062
- C. Consider approval of the construction contract with Celtic Concrete for the 2026 concrete repair program (CONC2026)
- D. Consider approval of the construction contract agreement with the Tenoch Construction, Inc. for Windsor Trail project (BG900005)
Cliff Speegle

IX. Committee Reports

X. Mayor's Report

XI. Staff Reports

XII. Old Business

XIII. New Business

- A. Consider reappointment of deputy city administrator
Mayor Mikkelson
- B. Consider request for proposal or join the MARC Purchasing Cooperative for solid waste services
Wes Jordan

XIV. Council Committee of the Whole (Council President presiding)

XV. Executive Session

XVI. Informational Items

- A. Upcoming Meetings and Events
- B. June plan of action

XVII. Adjournment

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting.

CITY OF PRAIRIE VILLAGE

Proclamation

National Gun Violence Awareness Day - June 5, 2026

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Prairie Village, to honor and remember all victims and survivors of gun violence, and to declare that we as a country must do more to end this public health crisis.

Whereas, every day, nearly 130 people in the United States are killed by gun violence and more than 200 are shot and wounded, with an average of more than 19,000 gun homicides every year; and

Whereas, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

Whereas, Kansas has 482 gun deaths every year, with a rate of 16.5 deaths per 100,000 people, a crisis that costs the state \$5.7 billion each year, of which \$95.1 million is paid by taxpayers. Kansas has the 19th highest rate of gun deaths in the US; and

Whereas, cities across the nation, including in Prairie Village, are working to end the senseless violence with evidence-based solutions; and

Whereas, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

Whereas, mayors, councilmembers, and law enforcement officers — in partnership with local violence intervention activists and resources — know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

Whereas, gun violence prevention is more important than ever as we see gun violence continue to impact communities across the country;

Whereas, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 5, 2026, to recognize her 28th birthday, people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya and other victims of gun violence, as well as the loved ones of those victims; and

Whereas, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

Whereas, anyone can join this campaign by pledging to wear orange on June 5, the first Friday in June 2026, to help raise awareness about gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

Now, Therefore I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby proclaim the first Friday in June, June 5, 2026, to be National Gun Violence Awareness Day in Prairie Village, and encourage all citizens to support their local communities' efforts to prevent the tragic impacts of gun violence and to save lives.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

City of Prairie Village

LGBTQIA+ Pride Month

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of its promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

WHEREAS, in the movement toward equal rights for the LGBTQIA+ community, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQIA+ citizens rose up and fought against the discriminatory criminal laws that have since been declared unconstitutional; and

WHEREAS, LGBTQIA+ pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots and pride in their community; and

WHEREAS, June is celebrated as LGBTQIA+ Pride Month nationwide; and

WHEREAS, Prairie Village has a diverse LGBTQIA+ community that includes people of all ethnicities, religions, and professions; and

WHEREAS, everyone should be able to live without fear of prejudice, discrimination, violence, and hatred based on race, religion, gender identity or sexual orientation.

NOW THEREFORE, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim June 2026 as

PRIDE MONTH

In the City of Prairie Village and urge all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**PRAIRIE VILLAGE
KANSAS**

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MAY 18, 2026**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 18, 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, Andy Logan, Shelby Bartelt, Nathan Vallette, Tyler Agniel, Betsy Lawrence, Ian Graves and Jim Sellers. Staff present: Eric McCullough, Chief of Police; Keith Bredeoeft, Public Works Director; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Boom, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

Two students from Highlawn Montessori School were present at the meeting.

PRESENTATIONS

- Mayor Mikkelson read a presentation acknowledging resident Forestine Wayland's 101st birthday.
- Mayor Mikkelson read a proclamation recognizing Ms. Prairie Village Teen Libby Morris, who will be participating in the Miss Kansas Teen pageant.
- Mr. Agniel read a proclamation declaring May as National Tennis Month in Prairie Village.
- Mayor Mikkelson noted that a National Public Works Week proclamation was included in the agenda packet, and recognized Mr. Bredehoeft and the public works department for their work in the city.

PUBLIC PARTICIPATION



- Jim Rosberg, Ward 1, and Anna Gepson, Ward 2, shared their concerns about the results of the citizen satisfaction survey.
- Pam Justus, Ward 6, expressed her disapproval of misinformation from the governing body.
- Rob Kohl, Ward 2, stated his objection to potentially moving public participation to the end of council meetings.
- John Blessing with Waste Management introduced himself to the Mayor and council.
- Jamie Greason, Ward 1, stated that she preferred existing homes to remain in the city rather than being torn down and replaced with new homes.
- Maude Greason and Lucy, Highlawn Montessori students, shared their appreciation of the Corinth Library.
- Molly Albers, Ward 3, noted her support for the diversity committee’s upcoming Pride event.

CONSENT AGENDA

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

1. Consider approval of regular city council meeting minutes - May 4, 2026
2. Consider traffic calming on Tomahawk Road from Roe Avenue to Nall Avenue
3. Consider approval of change order with Pro Circuit for additional lights at Harmon Park
4. Approve purchase of Toro TX2500S swivel tracked mud buggy model #68141

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Robinson, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Lawrence, Graves, Sellers. The motion passed 10-0.

COMMITTEE REPORTS

- Mr. Agniel stated that the parks and recreation committee had taken its annual parks tour the previous week, visiting Windsor, Bennett and Franklin Parks. He also shared information about improvements that had been made at each park in 2025 and items that would be completed in 2026.

MAYOR’S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:
 - Ribbon-cutting events for the following new businesses:
 - A pop-up Argentinian restaurant in the former Scratch space in the Prairie Village Shops



PRAIRIE VILLAGE
KANSAS

- The Clairvaux clothing store
- The soft opening of Big Grove Brewery
- The Police Memorial Week ceremony on May 13
- MARC Board, executive committee, and search committee meetings
- A Johnson County/Wyandotte County Mayors meeting
- A Northeast Johnson County Mayors meeting
- A meeting with the Dialogue Institute
- A call with other area mayors to discuss the World Cup with FIFA officials
- The Mayor shared information about the following upcoming events:
 - The annual Touch-a-Truck event on May 20
 - A ribbon-cutting for ICT Insurance on May 21
 - The Meadowbrook Public Arts Festival on June 5
 - The diversity committee's Pride event on June 6 at Harmon Park

STAFF REPORTS

- Chief McCullough provided an update on enforcement of e-bike and e-scooter laws in the city. He noted that a multidisciplinary group of officials from across the metro had been meeting to discuss how to address issues and ensure children were safely operating the devices. More information about the group's findings would be shared at an upcoming council meeting. The chief also introduced new Police Captain Tom "Kelly" Clark, who had recently retired from the Kansas City Police Department.
- Mr. Bredehoeft shared details about the Touch-a-Truck event on May 20.
- Mr. Jordan noted that a finance committee meeting would be held on May 19.

***Councilmember Nick Reddell arrived via Zoom during staff reports.*

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

There was no new business to come before the council.

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

COUNCIL COMMITTEE OF THE WHOLE
2026 Citizen Survey Report



Derek Harvey, project manager with ETC Institute, gave a presentation about a survey that had been conducted earlier in the year to assess resident satisfaction with the delivery of city services and to help determine priorities for the community. The six-page survey was mailed to a random sample of households throughout the city. A total of 500 households completed the survey, exceeding the goal of 400. An additional 326 residents completed the survey online but were not part of the statistically valid random sample.

Of the statistically valid survey responses:

- 95% rated Prairie Village as an excellent or good place to live
- 96% rated Prairie Village as an excellent or good place to raise children
- 94% were satisfied with the overall feeling of safety in the community

Mr. Harvey noted that the results placed Prairie Village 35% above the national average in satisfaction with the overall quality of services provided by the city. Core services such as parks and recreation, police response, and general maintenance met or exceeded resident expectations. The survey identified several areas that were top priorities for residents, including managing redevelopment and preserving neighborhood character, enforcing property maintenance codes, and addressing traffic flow and transportation concerns.

Mr. Harvey said that the city could also send a "pulse survey" via email to residents who had shared their email addresses when completing the original survey. A pulse survey typically included 1-3 questions as follow-ups to the main survey. Because ETC inadvertently left a question off the original survey, the pulse survey would be offered at no cost, if the council chose to proceed.

Mr. Sellers said that councilmembers often heard from constituents that property taxes in the city were too high, but that this sentiment did not appear as a priority in the survey. Mr. Harvey said that while residents may be concerned about tax rates in the city, that concern did not rise above the other priorities that were identified.

Ms. Selders asked if the pulse survey would be statistically valid like the original survey. Mr. Harvey said participants would not be randomly selected like the original survey, since the survey would only be sent to residents who had provided their email addresses. Therefore, the responses would not be statistically valid, but ETC could determine a margin of error based on the number of responses.

Mr. Reddell noted that the item that residents selected as the most important for the five-year future of the city was ensuring long-term fiscal responsibility.

Mr. Graves suggested that a pulse survey should focus on the highest-rated selections in the list of critical items for the next five years.



Mr. Sellers stated that councilmembers should review the data from the original survey before sending out a pulse survey.

Mr. Vallette noted that communication from the city was a concern of residents and suggested that council review the cost of changing the frequency of the Village Voice from bimonthly to monthly.

Mr. Sellers made a motion to defer the pulse survey and instead have a subcommittee “tease out” actions that should be taken based on the survey results. The motion was seconded by Mr. Graves.

Mayor Mikkelson stated that rather than creating a new subcommittee, discussion could take place in council committee of the whole.

After further discussion, Mr. Sellers withdrew his motion, and Mr. Graves agreed to the withdrawal.

Mr. Vallette said that since the pulse survey would not be statistically valid, it was not worth pursuing and made a motion not to proceed with the pulse survey. The motion was seconded by Mr. Agniel.

Mr. Logan asked how frequently cities sent out a pulse survey after completing a satisfaction survey. Mr. Harvey said pulse surveys were not very commonly conducted.

The motion passed 10-1, with Ms. Selders in opposition.

Ms. Bartelt stated that a common concern among residents was existing homes being torn down and replaced with new homes, and suggested that the council review zoning regulations to address the issue. Mr. Jordan noted that state statute regarding zoning regulations and building codes had recently changed, and asked that council wait to proceed until staff had a better understanding of the new requirements.

Mr. Reddell moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Agniel and passed 11-0.

ANNOUNCEMENTS

Announcements were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:01 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 1, 2026

Copy of Ordinance
3062

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims,
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
35027-35042	4/3/2026	16,218.73	
35043-35119	4/10/2026	522,784.82	
35120-35132	4/17/2026	311,468.85	
35133-35212	4/24/2026	586,197.92	
Payroll Expenditures			
4/3/2026		497,211.53	
4/17/2026		487,948.58	
Electronic Payments			
	4/2/2026	121.47	
	4/6/2026	10,843.28	
	4/7/2026	8,298.47	
	4/14/2026	6,121.29	
	4/20/2026	55.08	
	4/27/2026	44,810.70	
TOTAL EXPENDITURES:			2,492,080.72
Voided Checks		Check #	(Amount)
TOTAL VOIDED CHECKS:			
GRAND TOTAL CLAIMS ORDINANCE			2,492,080.72

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

Passed this 1st day of June 2026

Signed or Approved this 1st day of June 2026

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	4/3/2026
Total Amount ADP Debited From PV Accounts	\$ 399,795.76
M,N-(K) KPERS Employer	\$ 25,045.19
(K) KPERS Employee	\$ 14,189.90
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,453.30
(L) DC457 Employee Contribution	\$ 17,111.68
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,311.59
(P) POLPEN Police Pension Employee	\$ 6,591.01
	\$ 497,211.53

Payroll Date:	4/17/2026
Total Amount ADP Debited From PV Accounts	\$ 391,765.74
M,N-(K) KPERS Employer	\$ 24,984.58
(K) KPERS Employee	\$ 14,155.60
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 22,947.74
(L) DC457 Employee Contribution	\$ 16,473.21
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,317.60
(P) POLPEN Police Pension Employee	\$ 6,591.01
	\$ 487,948.58

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

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	945	UMB Bank ACH	04/02/2026	0.00	121.47
Total for 4/2/2026:				0.00	121.47
35027	3945	Denise Carrier	04/03/2026	0.00	643.41
35028	3759	Charter Communications Holdings, LLC	04/03/2026	0.00	428.94
35029	2176	EE Reimbursement	04/03/2026	0.00	151.00
35030	672	EE Reimbursement	04/03/2026	0.00	224.91
35031	262	Johnson County Government	04/03/2026	0.00	185.91
35032	4149	KC Running Company LLC	04/03/2026	0.00	2,199.00
35033	2994	Stuart J Little	04/03/2026	0.00	3,125.00
35034	3626	Jo Moore	04/03/2026	0.00	8.33
35035	3543	Virgil G Moore	04/03/2026	0.00	590.94
35036	3352	Opengov Inc	04/03/2026	0.00	999.00
35037	498	Shawnee Mission School District	04/03/2026	0.00	1,065.00
35038	4062	Single Source Printing LLC	04/03/2026	0.00	5,743.25
35039	72	Staples Business Advantage	04/03/2026	0.00	169.96
35040	1042	Verizon Wireless	04/03/2026	0.00	444.44
35041	111	WaterOne	04/03/2026	0.00	184.64
35042	4091	Courtney Weaver	04/03/2026	0.00	55.00
Total for 4/3/2026:				0.00	16,218.73
ACH	311	ADP Electronic Debit	04/06/2026	0.00	7,335.60
ACH	9	Evergy - KCPL - ACH	04/06/2026	0.00	3,507.68
Total for 4/6/2026:				0.00	10,843.28
ACH	9	Evergy - KCPL - ACH	04/07/2026	0.00	8,298.47
Total for 4/7/2026:				0.00	8,298.47
35043	3800	Affektive Software LLC	04/10/2026	0.00	1,013.94
35044	78	Affinis Corp	04/10/2026	0.00	60,935.10
35045	2265	All City Management Services Inc	04/10/2026	0.00	2,470.86
35046	2392	Allegiant Networks LLC	04/10/2026	0.00	2,313.89
35047	2330	Allied Services LLC	04/10/2026	0.00	175,736.84
35048	4037	Angel Armor LLC	04/10/2026	0.00	11,635.48
35049	3089	Bob Allen Ford Inc	04/10/2026	0.00	561.48
35050	2311	Boelte-Hall LLC	04/10/2026	0.00	402.46
35051	101	C&R Johnson County Key Service	04/10/2026	0.00	428.28
35052	4151	Jeff E. Cohee	04/10/2026	0.00	265.00
35053	3511	Nora Cooper	04/10/2026	0.00	3,638.50
35054	2024	Custom Lighting Services LLC	04/10/2026	0.00	7,062.00
35055	2007	Michelle DeCicco	04/10/2026	0.00	1,734.00
35056	158	Delta Dental of Kansas	04/10/2026	0.00	7,094.42

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
35057	1018	Deluxe	04/10/2026	0.00	273.94
35058	1131	Disko Promotions Inc	04/10/2026	0.00	429.90
35059	2603	Mark T Duffy	04/10/2026	0.00	821.69
35060	245	Easy Ice LLC	04/10/2026	0.00	320.46
35061	1118	EE Reimbursement	04/10/2026	0.00	110.00
35062	119	EE Reimbursement	04/10/2026	0.00	176.00
35063	1572	EE Reimbursement	04/10/2026	0.00	110.00
35064	3633	EE Reimbursement	04/10/2026	0.00	22.00
35065	3721	EE Reimbursement	04/10/2026	0.00	214.00
35066	3969	EE Reimbursement	04/10/2026	0.00	110.00
35067	2980	Enterprise FM Trust	04/10/2026	0.00	30,838.20
35068	2898	Evergy - KCPL	04/10/2026	0.00	364.21
35069	2666	Fiber Platform LLC	04/10/2026	0.00	700.00
35070	3922	Fidelity Security life Insurance Company	04/10/2026	0.00	970.49
35071	88	First Call	04/10/2026	0.00	84.19
35072	3781	Frank P. Gilman, PA	04/10/2026	0.00	1,434.00
35073	3806	Sean Gordon	04/10/2026	0.00	18,250.00
35074	1886	GPS Insight LLC	04/10/2026	0.00	239.70
35075	1381	Great Plains Soc Prevention of Cruelty Anni	04/10/2026	0.00	2,350.00
35076	4076	Thomas Z Griggs	04/10/2026	0.00	62,599.35
35077	384	GT Distributors	04/10/2026	0.00	1,160.20
35078	3569	Heartland Traffic Services Inc	04/10/2026	0.00	11,954.90
35079	342	Holliday Sand & Gravel	04/10/2026	0.00	168.00
35080	3632	Holmes Murphy and Associates	04/10/2026	0.00	11,250.00
35081	4148	House of Rocks, Inc.	04/10/2026	0.00	4,321.80
35082	2316	Integrity Locating Services LLC	04/10/2026	0.00	5,306.30
35083	4147	Interactive Data, LLC	04/10/2026	0.00	1,308.00
35084	3472	J Webb Inc	04/10/2026	0.00	3,477.50
35085	575	J&D Equipment Inc	04/10/2026	0.00	243.50
35086	23	Johnson County Sherriff's Office Fiscal Uni	04/10/2026	0.00	400.00
35087	41	Kansas Gas Service	04/10/2026	0.00	2,207.31
35088	2335	Kansas One-Call System Inc	04/10/2026	0.00	461.51
35089	147	Kansas State Treasurer	04/10/2026	0.00	7,624.35
35090	4024	KC Can Compost	04/10/2026	0.00	2,590.00
35091	1688	KC Custom Signs	04/10/2026	0.00	1,536.50
35092	258	Key Equipment & Supply Co	04/10/2026	0.00	744.22
35093	97	Lawrence Pest Control Company Inc	04/10/2026	0.00	360.00
35094	205	Lawson Products	04/10/2026	0.00	566.00
35095	92	Lexington Plumbing and Heating Company	04/10/2026	0.00	1,336.00
35096	3729	LexisNexis Risk Data Management LLC	04/10/2026	0.00	859.33
35097	3302	Linde Gas & Equipment inc	04/10/2026	0.00	92.45
35098	2504	Missouri Organic Recycling Inc	04/10/2026	0.00	1,099.19
35099	2039	MJV-A LLC	04/10/2026	0.00	30.00
35100	4075	Frank B. Norton Jr.	04/10/2026	0.00	2,200.00
35101	100	O'Dell Service Company Inc	04/10/2026	0.00	318.00
35102	27	Overland Park City Of Attn: Finance	04/10/2026	0.00	3,650.28
35103	277	PB Hoidale Co Inc	04/10/2026	0.00	673.15
35104	1007	Rejis Commission	04/10/2026	0.00	1,467.97
35105	3982	Rush Truck Centers of Kansas, Inc.	04/10/2026	0.00	1,010.80
35106	102	Safety-Kleen Systems Inc	04/10/2026	0.00	520.06
35107	73	SBCO	04/10/2026	0.00	162.75
35108	2667	SiteOne Landscape Supply Holding LLC	04/10/2026	0.00	9.99
35109	2308	Stanard & Associates Inc	04/10/2026	0.00	665.00
35110	279	Sunflower Equipment LLC	04/10/2026	0.00	125.12
35111	2246	Superior Bowen Asphalt Company LLC	04/10/2026	0.00	24,339.89
35112	2469	Taylormade Co	04/10/2026	0.00	14,974.96
35113	2240	Karen L Torline	04/10/2026	0.00	1,653.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
35114	2568	TREKK Design Group LLC	04/10/2026	0.00	11,271.53
35115	304	Vance Brothers LLC	04/10/2026	0.00	214.17
35116	1042	Verizon Wireless	04/10/2026	0.00	1,303.48
35117	1921	Wanco Inc	04/10/2026	0.00	1,000.50
35118	111	WaterOne	04/10/2026	0.00	29.92
35119	99	Work Zone Inc	04/10/2026	0.00	2,386.81
Total for 4/10/2026:				0.00	522,784.82
ACH	841	Elavon	04/14/2026	0.00	492.62
ACH	945	UMB Bank ACH	04/14/2026	0.00	809.27
ACH	9	Evergy - KCPL - ACH	04/14/2026	0.00	4,757.50
ACH	1248	Bluefin Payment Systems	04/14/2026	0.00	61.90
Total for 4/14/2026:				0.00	6,121.29
35120	4097	Back Alley Brass Band	04/17/2026	0.00	1,950.00
35121	3688	EE Reimbursement	04/17/2026	0.00	506.00
35122	2666	Fiber Platform LLC	04/17/2026	0.00	1,400.00
35123	1898	Global Retail Investors LLC	04/17/2026	0.00	150,000.00
35124	1899	Global Retail Investors LLC	04/17/2026	0.00	150,000.00
35125	84	Johnson County Wastewater	04/17/2026	0.00	410.70
35126	213	Legal Record	04/17/2026	0.00	190.00
35127	25	Office Depot	04/17/2026	0.00	52.34
35128	4152	Original Waterman, Inc.	04/17/2026	0.00	4,360.00
35129	3416	Inga Selders	04/17/2026	0.00	235.44
35130	1082	Syn-Tech Systems Inc	04/17/2026	0.00	600.00
35131	111	WaterOne	04/17/2026	0.00	1,338.57
35132	2700	Zones IT Solutions Inc	04/17/2026	0.00	425.80
Total for 4/17/2026:				0.00	311,468.85
ACH	310	Kansas Department of Revenue - "online p	04/20/2026	0.00	25.13
ACH	841	Elavon	04/20/2026	0.00	29.95
Total for 4/20/2026:				0.00	55.08
35133	78	Affinis Corp	04/24/2026	0.00	68,409.09
35134	2265	All City Management Services Inc	04/24/2026	0.00	5,809.86
35135	1048	Applied Concepts Inc	04/24/2026	0.00	2,350.00
35136	2351	Armcor Cartridge Inc	04/24/2026	0.00	17,330.00
35137	4099	Arrowhead Franchising LLC	04/24/2026	0.00	9,608.67
35138	2574	Donald Becker	04/24/2026	0.00	1,001.09
35139	156	Blue Cross Blue Shield of Kansas City	04/24/2026	0.00	162,907.91
35140	3089	Bob Allen Ford Inc	04/24/2026	0.00	1,164.05
35141	4054	Born Primitive, LLC	04/24/2026	0.00	114.25
35142	2182	BT&T Drilling & Boring LLC	04/24/2026	0.00	2,912.00
35143	4155	Patricia Burroughs-Bishop	04/24/2026	0.00	300.00
35144	790	Cellco Partnership	04/24/2026	0.00	200.22
35145	4158	Anthony Clark	04/24/2026	0.00	1,139.39
35146	794	Clinical Associates PA	04/24/2026	0.00	550.00
35147	4150	Jon Couture	04/24/2026	0.00	2,199.00
35148	367	Croft Trailer Supply Inc	04/24/2026	0.00	12.25
35149	1075	EE Reimbursement	04/24/2026	0.00	66.00
35150	3969	EE Reimbursement	04/24/2026	0.00	47.48
35151	2546	ETC Institute	04/24/2026	0.00	17,000.00

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
35152	3765	Falcon Fire Protection Inc.	04/24/2026		0.00	1,295.00
35153	1789	Fast Signs of Overland Park	04/24/2026	VOID	105.00	0.00
35154	1079	Fire Suppression Consultants LLC	04/24/2026		0.00	566.14
35155	88	First Call	04/24/2026		0.00	907.10
35156	3696	Fisher, Patterson, Saylor, & Smith, L.L.P.	04/24/2026		0.00	2,430.00
35157	86	Goodyear Auto Service Center	04/24/2026		0.00	131.47
35158	371	Grass Pad Inc	04/24/2026		0.00	1,496.88
35159	1381	Great Plains Soc Prevention of Cruelty Anni	04/24/2026		0.00	1,970.00
35160	4154	Green Expectations Landscaping Co., Inc	04/24/2026		0.00	1,400.00
35161	4156	Sarah Griffith	04/24/2026		0.00	100.00
35162	384	GT Distributors	04/24/2026		0.00	666.45
35163	3763	Hunter Law Group, P.A.	04/24/2026		0.00	9,198.00
35164	4079	Indigo Energy Partners, LLC	04/24/2026		0.00	21,334.59
35165	575	J&D Equipment Inc	04/24/2026		0.00	392.81
35166	1230	J&J Printing Inc	04/24/2026		0.00	48.25
35167	511	Johnson County Mental Health Center	04/24/2026		0.00	12,875.13
35168	372	Johnson County Top Soil & Landscape mat	04/24/2026		0.00	88.00
35169	84	Johnson County Wastewater	04/24/2026		0.00	507.28
35170	3732	K&M Office Products Inc	04/24/2026		0.00	3,562.37
35171	3570	Kansas CareNow Urgent care	04/24/2026		0.00	3,275.00
35172	1168	Kaw Valley Engineering Inc	04/24/2026		0.00	357.00
35173	3293	Konza Lab Connection Inc	04/24/2026		0.00	135.00
35174	21	KU Midwest Occupational Health	04/24/2026		0.00	252.00
35175	375	League of Kansas Municipalities	04/24/2026		0.00	25.00
35176	2946	Leatham Family LLC	04/24/2026		0.00	4,963.50
35177	92	Lexington Plumbing and Heating Company	04/24/2026		0.00	1,888.00
35178	2853	MC Power Companies Inc	04/24/2026		0.00	675.43
35179	536	McCarthy/Morse Chevrolet Inc	04/24/2026		0.00	173.94
35180	4161	Meridian Rapid Defense Group LLC	04/24/2026		0.00	53,165.36
35181	2196	Alan B Mestdagh	04/24/2026		0.00	2,179.50
35182	188	Mid America Regional Council	04/24/2026		0.00	9,759.00
35183	2958	Midwest Shredding Service LLC	04/24/2026		0.00	157.50
35184	1816	Morpho USA Inc	04/24/2026		0.00	4,944.00
35185	281	Motorola Inc	04/24/2026		0.00	3,320.54
35186	369	Overland Park Garden Center Inc	04/24/2026		0.00	41.51
35187	4160	Susan Parrish	04/24/2026		0.00	2,806.06
35188	260	Prairie Village City Of	04/24/2026		0.00	35,461.28
35189	2141	Pre-Paid Legal Services Inc	04/24/2026		0.00	519.35
35190	2744	Pro Circuit Inc	04/24/2026		0.00	8,735.72
35191	804	Qualification Targets Inc	04/24/2026		0.00	338.42
35192	3947	Renaissance Life and Health Insurance Co	04/24/2026		0.00	7,416.24
35193	4163	Emily Rice	04/24/2026		0.00	2,900.00
35194	3982	Rush Truck Centers of Kansas, Inc.	04/24/2026		0.00	655.20
35195	102	Safety-Kleen Systems Inc	04/24/2026		0.00	209.55
35196	4062	Single Source Printing LLC	04/24/2026		0.00	1,466.00
35197	2667	SiteOne Landscape Supply Holding LLC	04/24/2026		0.00	986.10
35198	2565	Snap-On Inc	04/24/2026		0.00	45.00
35199	3723	Sound Thinking Inc.	04/24/2026		0.00	7,651.00
35200	374	Suburban Lawn & Garden Inc	04/24/2026		0.00	2,080.46
35201	279	Sunflower Equipment LLC	04/24/2026		0.00	1,316.55
35202	3966	Sunflower Paving Inc.	04/24/2026		0.00	27,350.48
35203	4143	Tarco Industries, Inc	04/24/2026		0.00	499.41
35204	3373	Technology Group Solutions LLC	04/24/2026		0.00	4,506.15
35205	3718	Traffic Control Corp	04/24/2026		0.00	1,840.00
35206	2568	TREKK Design Group LLC	04/24/2026		0.00	36,841.86
35207	3103	TWAS Topco LP	04/24/2026		0.00	288.00
35208	2047	United Rentals (North America) Inc	04/24/2026		0.00	412.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
35209	952	Village Presbyterian Church	04/24/2026	0.00	439.55
35210	4159	Angela Ward	04/24/2026	0.00	1,000.00
35211	737	West Publishing Corp	04/24/2026	0.00	800.53
35212	4157	Randall Wood	04/24/2026	0.00	2,125.00
Total for 4/24/2026:				105.00	586,092.92
ACH	945	UMB Bank ACH	04/27/2026	0.00	44,810.70
Total for 4/27/2026:				0.00	44,810.70
Report Total (197 checks):				105.00	1,506,815.61



Consent Agenda: Consider approval of the construction contract with Celtic Concrete for the 2026 concrete repair program (CONC2026)

Recommendation

Move to authorize the Mayor to sign the Construction Contract with Celtic Concrete for Project CONC2025 2026 Concrete Repair Program for \$595,000.

Background

On April 15, 2026, the City Clerk opened bids for Project CONC2026, 2026 Concrete Repair Program. Four bids were received:

Superior Bowen	\$699,130.00
Kansas Heavy Construction	\$602,604.00
Tenoch	\$628,344.55
Celtic Concrete	\$437,986.00
Engineers Estimate	\$594,685.18

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

Celtic Concrete is a new contractor for the City of Prairie Village. References were positive and municipalities said they would hire the contractor again. Staff has also spoken with the project manager from Celtic Concrete regarding the project scope and confirmed their understanding of the work. City staff has reviewed the bids for accuracy, found no errors and recommended the award to the lowest responsible bidder, Celtic Concrete.

Fiscal Note

Funding is available in the CIP project CONC2026.

Attachments

1. CONC2026 Contract

Prepared By

Cliff Speegle, Senior Project Manager
May 21, 2026

CONSTRUCTION AGREEMENT



**CONC2026
2026 CONCRETE REPAIR PROGRAM**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

CELTIC CONCRETE

CONSTRUCTION CONTRACT
FOR
CONC2026 | 2026 CONCRETE REPAIR PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
CELTIC CONCRETE

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and _____, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2026 CONCRETE REPAIR PROGRAM , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

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

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima 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	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

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

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

913-385-4647 (Public Works)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, Alex Aggen

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

GENERAL CONSTRUCTION PROVISIONS

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the Construction Contract for the Project dated _____, 20____.
- 1.1. Following words are given these definitions:
 - Alternate Bid or alternate** is an amount stated in the bid to be added to or deducted from the amount of the base bid, if the corresponding change in the work, as described in the Bid Documents, is accepted.
 - Base Bid** is the sum stated in the bid for which the bidder offers to perform the work described in the Project Manual, without inclusion of any alternate bids.
 - Concrete** shall mean Portland cement concrete.
 - Day** shall mean a calendar day unless otherwise described.
 - Pavement** shall be a rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.
 - Street** shall mean the whole area of any roadway within the right-of-way limits.
 - Sub-Grade** shall be that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.
 - Temporary Construction Easement** shall mean the land provided by the City for temporary use by the Contractor during the construction of the work.
- 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 that 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 City 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 City and/or 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. ABBREVIATIONS

- 2.1. Wherever in this Project Manual the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified. See the plan sheet for the material abbreviation's legend.

AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway & Transportation Officials
ACI	-	American Concrete Institute
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
APWA	-	Kansas City Metropolitan Chapter of the American Public Works Association
ASCE	-	American Society of Civil Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
ATSSA	-	American Traffic Safety Services Association
CARS	-	Johnson County Assistance Road System
CRSI	-	Concrete Reinforcing Steel Institute
FHWA	-	Federal Highway Administration - Department of Transportation
ISSA	-	International Slurry Seal Association
ITE	-	Institute of Traffic Engineers
KCMMB	-	Kansas City Metropolitan Materials Board
KDOT	-	Kansas Department of Transportation
MCIB	-	Mid-West Concrete Industry Board, Inc.
MUTCD	-	Manual on Uniform Traffic Control Devices for Streets & Highways
NEC	-	National Electrical Code, National Fire Protection Association
NEMA	-	National Electrical Manufacturers Association
SAE	-	Society of Automotive Engineers

3. Standard Detailed Specifications

- 3.1. The first level of reference for standard detailed specifications shall be those promulgated by the City of Prairie Village, KS, Public Works Department.
- 3.2. The second level of reference will be the current edition of the standard detailed specifications of the American Public Works Association (APWA) Kansas City Metro Chapter.
- 3.3. The third level of reference will be the latest edition of the Kansas Department of Transportation “Standard Specifications for Road and Bridge Construction”.
- 3.4. For traffic specifications, the latest edition of the Manual On Uniform Traffic Control Devices as published by Federal Highway Administration.
- 3.5. All reference material shall be the latest edition for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

4. Drawings To Be Furnished By Contractor

- 4.1. The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Project Manual, including but not limited to, drawings of equipment and devices, offered by the Contractor for review of the Project Manager, in sufficient detail to show adequately the construction and operation thereof.
- 4.2. Drawings submitted for consideration by the Project Manager shall show the essential details of any change in design of construction proposed by the Contractor in lieu of design or arrangement required by the Contract, or any item of extra work, and all required wiring and piping layouts.
- 4.3. No less than three (3) copies (one for Contractor, one for Project Manager, and one for on site as-builts) of each such drawing shall be submitted to the Project Manager for checking and review.
- 4.4. The Contractor shall maintain at the site modified drawings recording the dimensions and other pertinent details of the work and any changes in the work.
- 4.5. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings therefore have been reviewed as stipulated, except at the Contractor's own risk and responsibility.
- 4.6. The Project Manager's review of drawings submitted by the Contractor will be for general conformity to the Project Manual and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such review relieve the Contractor of responsibility for errors contained in such drawings. Project Manager's review shall not constitute approval of safety precautions, construction means or methods.

5. Responsibility Of Contractor

- 5.1. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of the Project Manual and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof including responsibility for hazardous materials.
- 5.2. The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 5.3. The Contractor shall cover and protect his/her Work from damage and all injury to the same from any source.
- 5.4. The Contractor shall be solely answerable for all damage to the City or the property of the City, to other contractors or other employees of the City, to the neighboring premises, to any person or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or his/her subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided.

- 5.5. The Contractor shall be responsible to the City for defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
- 5.6. The Contractor shall notify all affected utilities of the work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs dues to utility relocation delays shall be at the Contractor's risk.
- 5.7. The project site shall be kept clean, neat, and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners. The work site shall be left "broom clean" at the end of each workday and in case of dispute the City may clean the site and charge the Contractor.
- 5.8. The Contractor shall take precaution to ensure that excessive dust does not become airborne during any construction activities. The Contractor shall comply with all State and Federal regulations that apply to airborne matter in the geographic area of the Work. When directed by the Project Manager, the Contractor shall take immediate and appropriate dust control measures satisfactory to the Project Manager.
- 5.9. The Contractor shall not allow the site of the work or neighboring properties to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition on a daily basis throughout the construction period. The City, or the Project Manager on the City's behalf, shall have the right to determine what is or is not trash or waste material.
- 5.10. On or before the completion of the work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition. Any trash receptacles on the site shall be covered.
- 5.11. The Contractor shall take whatever steps necessary to provide access for the City and the Project Manager to the Work at all times from commencement of the Work through final completion.
- 5.12. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment, and methods, and for the means, methods, techniques, sequences and procedures of construction.
- 5.13. The review of the Project Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption by the City, Project Manager, or any officer, agent, or employee thereof, of any risk or liability.
- 5.14. The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

- 5.15. All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the Plans. While working under this contract, no agreement shall be made between Contractor and resident, as it pertains to any additional work on private property not paid for by the City.

6. Safety Rules

- 6.1. The Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of the City, to assure uninterrupted production and to assure safe working conditions for the Contractor and Subcontractors and their employees and to assure the safety of the general public.
- 6.2. In addition to any other rights the City might exercise, the Contractor and/or Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.
- 6.3. The Contractor is expected to establish and enforce a comprehensive safety program on this project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from the Contractor's operations. As a minimum requirement, the Contractor shall review and discuss the details of its program with the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- Personal protective equipment;
 - First aid-personnel and facilities;
 - Arrangements for medical attention;
 - Sanitary facilities;
 - Fire protection;
 - Signs, signals, and barricades;
 - Security regulations;
 - Safety inspections;
 - Designation of persons responsible for the program;
 - Reporting forms and procedures;
 - Material handling and storage;
 - Lines of communication;
 - Determination of potential hazards;
 - Personnel safety meetings and education;
 - Access to work areas;
 - Subcontractors involvement in the program;
 - Inspections and corrective action
- 6.4. The Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- 6.5. The Contractor shall comply with all instructions from the City regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition

Operations”.

- 6.6. The Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City by the Contractor.
- 6.7. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or City, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss.
- 6.8. The Contractor shall give prompt written notice of any significant changes in the Work or deviations from the Project Manual caused or necessitated by the emergency. A Change Order shall thereupon be issued covering the changes and deviations involved in such bona fide emergency. If Contractor believes that additional work done in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided herein.
- 6.9. The Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment, and the position of cranes. The Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.
- 6.10. 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 thereof, such costs shall be deducted from any amounts due or to become due the Contractor.
- 6.11. 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.

7. Approval of Equals

- 7.1. “Approved Equals”, where permitted by the Project Manual or otherwise made feasible by market conditions, shall be approved as follows:
 - 7.1.1. The Contractor shall notify the City in writing if it elects to use an approved equal specifically

named in the Project Manual.

- 7.1.2. If the Contractor desires to use an “equal” not specifically named in the Project Manual, it must inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor’s making such request.
- 7.2. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

8. Cutting, Patching and Digging

- 8.1. The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Project Manual.
- 8.2. The Contractor shall not endanger any property of the City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of the City.
- 8.3. The Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- 8.4. The Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

9. Temporary Facilities/Utilities

- 9.1. Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, the Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by the City for accommodation of all persons engaged on the work. Temporary toilets shall be enclosed and weatherproof, kept in sanitary, and in an approved condition at all times. After use for it has ceased, the Contractor shall remove the temporary toilet facilities from the City’s premises, disinfect, and fill any vaults.
- 9.2. The Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc, as may be required for its work. It shall be located and constructed in an approved manner acceptable to the City. Upon completion of work or when requested by the City, the Contractor shall remove it from City’s premises and leave the area in a clean and orderly condition.
- 9.3. The Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of the City.
- 9.4. Unless otherwise specified in the Project Manual, the Contractor shall provide, at his/her cost and expense, temporary power, wiring, water and lights from City’s provided source as may be required for its operations.
- 9.5. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall

supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of the same.

- 9.6. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

10. Right-Of-Way Limits

- 10.1. The Contractor shall confine construction operations to the construction limits and easements provided for and labeled in the Project Manual. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.
- 10.2. No person, firm or corporation shall park or store for any period of time any construction vehicles, equipment or materials while constructing or improving any street or while working on any public works project of any kind within the city, on behalf of the city, or any other governmental agency, or any utility, public or private, unless a permit has been previously issued by the Director of Public Works. The person, firm or corporation who parks, or allows the parking or storing of any construction vehicles, equipment, or materials without first obtaining said permit or who parks or stores or allows said parking or storage contrary to the terms and conditions of any permit issued by the City, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in the Prairie Village Municipal Code. Each day such violation is committed or permitted to continue constitutes a separate offense and shall be punishable as such hereunder.
- 10.3. The Director of Public Works is authorized to issue a permit to authorize and allow the temporary parking, staging and storage of construction vehicles, equipment, and materials on public streets of the City or on public property, church property or property zoned C-0 through C-2 and CPO through CP-2 during periods of construction of public works projects of the city, any other governmental agency, or public or private utility projects within the City of Prairie Village, Kansas.
- 10.4. No permit shall be allowed on property that is residential in nature, provided, however, that property zoned "residential" that is being used as a church, school, or country club may be used with the written permission of the owner.
- 10.5. The only designated haul routes in Prairie Village are: Nall Avenue, Mission Road, 75th Street, and 95th Street. The Contractor must have written approval prior to using any other street or haul route.

11. Completed Work

- 11.1. Before final acceptance of the Work, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor.
- 11.2. All tests of such completed work required under this Contract shall be made in the presence of the Project Manager or its authorized representatives.
- 11.3. All unsatisfactory, faulty or Defective Work and all work not conforming to the requirements to the Project Manual at the time of acceptance thereof, or of such inspections, tests, or

approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor.

- 11.4. All Defective Work, whether or not in place, may be rejected pending correction thereof. Should the Contractor not correct said Work, the City may do so at Contractor's expense.
- 11.5. The Contractor shall remove from the site of the work, without delay, all rejected and condemned material or structures of any kind brought to or incorporated in the work, or if the Contractor fails to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Project Manager ordering such removal, the rejected material or structures may be removed by the City at the Contractor's expense.
- 11.6. At the City's discretion, payment for all related items of work may be withheld until all rejected and condemned materials or structures are satisfactorily removed.

12. Maintenance Period

- 12.1. If desired by the City or requested by the Contractor, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the Work.
- 12.2. The Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of two years or longer thereafter, as stipulated in this Project Manual.
- 12.3. During a period of two years (or longer, if stipulated in the Special Conditions,) from and after the date of the final acceptance by the City of the Work, the Contractor shall make all needed repairs arising out of Defective Workmanship or materials, or both, which, in the judgment of the City, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, City is hereby authorized to make such repairs at the Contractor's expense and charge such against the Maintenance Bond; provided however, that in case of an emergency where, in the judgment of the City, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.
- 12.4. Where maintenance or corrective construction is required, the Contractor shall submit his/her proposed methods and designation of materials to the City, or the City through its Consulting Engineer, for approval in advance of such work.
- 12.5. If, at any time prior to the end of the two year maintenance period, the pavement or walk settles, the Contractor shall, at his/her expense, do all necessary corrective work to eliminate any drainage problem or vertical offset caused by such settlement, provided:
 - 12.5.1. If there is a vertical offset between top of such pavement or walk and top of such structure of more than one-fourth inch.
 - 12.5.2. If around manholes or utility valves, there will be more than one-half (1/2) inch vertical differential between a plane surface passing through the top of the pavement, measured 24 inches horizontally from the edge of top of structure. (This will be measured utilizing a straight edge with one half-inch spacer feet mounted at each end of the straight edge.)

- 12.5.3. If the settlement creates a situation such that the walk is outside of the ADA Accessibility Guidelines, it shall be replaced.
- 12.5.4. If adjacent sections of concrete walk, pavement or curbs settle or heave so that there is more than one-fourth (1/4) inch vertical offset between such adjacent sections.
- 12.5.5. If the flow line of any concrete gutter, or of any concrete curb and gutter pockets water or does not drain properly resulting in three-eighth (3/8) inch of standing water.
- 12.5.6. If, any newly placed pavements surfaced with asphalt concrete pockets water or does not drain properly resulting in three-eighths (3/8) of standing water.
- 12.6. The Contractor shall repair cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base or surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned and filler installed without superficial bridging.
- 12.7. The intent of the guarantee period is that the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected. All materials and construction for such work will be at the Contractor's expense.
- 12.8. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
- 12.9. All work shall be in accordance with the highest standards of the construction industry and shall be of such nature as to be substantially permanent.

13. Equipment Guaranty

- 13.1. All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against Defective Workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof (unless otherwise provided herein) by the City.
- 13.2. Any item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the City. Should the Contractor fail to replace said item within a reasonable time, City may do so at Contractor's expense.
- 13.3. The Contractor shall ensure that a copy of operating and maintenance manuals for all equipment shall be kept on the site during construction of the Work and shall be open to inspection by the City or its agents.

14. Public Complaints

- 14.1. All complaints to the Contractor or any of the Subcontractors or to the Project Manager are to be reported in writing immediately to the City Project Manager. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.
- 14.2. The Contractor shall endeavor, with the cooperation and concurrence of the Project Manager, to communicate with abutting property owners and tenants affected by the work.
- 14.3. The Contractor shall respond to citizen complaints, concerns or inquiries with 48 hours (two work days). The Contractor will submit a copy of the action taken to the Project Manager in a timely manner utilizing forms provided by the City.

15. Notification

- 15.1. As part of this project, the City will be notifying residents by mail of the upcoming work. The Contractor must give the City a minimum notice of three weeks prior to doing **any** work on a street.
- 15.2. The Contractor must give the City three days notice prior to commencing any work that prevents the use of a driveway.
- 15.3. Delays created by failure of the Contractor to notify the City in the above-specified time will be counted against the contract time. The Contractor will not be entitled to an extension of the contract time based on notification delays.
- 15.4. In the event, work does not begin on the designated street within the designated time, the City will re-notify the residents with an explanation of why work did not begin as scheduled and a statement of when work will begin. Work may not begin until 48 hours after mailing the re-notifications.

16. Progress Meetings

- 16.1. Periodic Progress meetings shall be held at a predetermined location on the site. These meetings will be held once every week or sooner as events dictate. These meetings will be organized by the City or Project Manager. Participation in this meeting by representatives of the prime contractor and each of the subcontractors is required. These representatives must be empowered to make decisions affecting the prosecution of the work and shall be the Owner of the construction firm and/or his/her superintendent. The Project Manager will conduct the meetings and the discussion will include, but is not limited to the following:
 - Proposed construction schedule for duration of contract for both Prime and Subcontractors
 - Identification of any known utility/contractor conflicts and proposed resolution of same
 - Coordination of other trades.
 - Specialty items. (Fences, shrubs, monuments, sprinkler systems, etc.)
 - Completion date requirements.
 - Review of traffic control plan as it pertains to area of work.

- Problems and/or complaints and remedial measures taken or proposed.

17. Uncovering and Correcting Work

- 17.1. If any of the Work is covered contrary to the Project Manager's request or to any provisions of this Contract, it shall, if required by the Project Manager or the City, be uncovered for the Project Manager's observation and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 17.2. If any of the Work is covered in a manner not consistent with the Project Manual, it shall, if required by the Project Manager or City, be uncovered for the Project Manager's observation. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and charged to the City. If such work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.
- 17.3. The Contractor, within two weeks of written notification, shall proceed to correct Work rejected by the Project Manager as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and observations, and reimbursement to the City for the Project Manager's services and expenses made necessary thereby.
- 17.4. Nothing contained in this Article shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract.
- 17.5. If, after two weeks following notification by the Project Manager, the Contractor has not started or completed the corrective work, the Contractor will notify the Project Manager and affected resident of intended schedule to complete work.

18. City May Accept Defective or Non-conforming Work

- 18.1. If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Work as constructed and the fair market value of the Work had it not been constructed in such a manner as to include defective or non-conforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor, upon written demand from the City, shall pay the City such remaining compensation for accepting defective or non-conforming Work.

END OF SECTION

SPECIAL CONDITIONS

1. TIME and LIQUIDATED DAMAGES

NO WORK TO BE DONE ON ARTERIAL STREETS BETWEEN JUNE 1 AND JULY 20.

The Total Completion date for the Project Work under this Contract shall be **DECEMBER 15, 2026** with the following substantial completion dates:

89TH STREET FROM ROE TO DELMAR SHALL BE COMPLETED BEFORE MOVING ON TO OTHER LOCATIONS.

Liquidated Damages, as referenced in the contract agreement, shall be assessed in the amount of **\$500.00/per calendar day** for Total Project Work. Contractor agrees that such assessment is a reasonable estimate of the damages that may be sustained by the City in the event the project is delayed and that such amount is not a penalty.

WORK INACTIVITY PENALTY

The Contractor must commit to the work effort to complete each street location. Completion includes all concrete removals and replacements, asphalt wedging and restoration. If the Contractor does not commit to the continuous work effort, excluding weather, then the Contractor will be charged a WORK INACTIVITY PENALTY after three consecutive days of no work. The initial penalty will be \$300.00 with an additional \$100.00 being charged for each day thereafter.

There shall not be more than three business days between tear out and construction of any item, excluding driveways

2. S-380 PAVEMENT REPAIR

ASPHALT WEDGE (SY) consists of 2 inch mill and overlay approximately two foot in width at the curb line to provide a consistent slope to the gutter line. APWA Type 3 or APWA Type 6 mix may be used for asphalt wedge mix.

The measurement of payment for ASPHALT WEDGE will be measured by the square yards actually completed and accepted in accordance with the specifications. The unit price bid shall be full compensation for milling, tack coat, and proper placement of asphalt complete and in place, and for all labor, tools, equipment and incidentals necessary to complete the work.

3. S-520 SIDEWALK RAMP

ADA RAMPS shall not be accepted until all items of work associated with an open ramp are completed, this includes backfill in place and plastic removed from truncated domes. In the case of projects where ADA RAMP replacement is the singular piece of work activity in a project area, acceptance is dependent upon asphalt wedge installation in addition to previously mentioned items.

4. S-524 CONCRETE SIDEWALK

CONCRETE SIDEWALK shall not be accepted until all items of work associated the bid item are complete, this includes backfill in place.

5. S-525 DRIVEWAY

A performance penalty of \$100.00 will be assessed for each calendar day in excess of three calendar days that the driveway is not provided. Rain days will not be counted, however, the Contractor must provide temporary access (as approved by the City) for any time exceeding the three (3) calendar days. Providing temporary access does not alleviate the counting of calendar days without prior permission. Driveways on arterials or collectors shall be plated to maintain access as these do not have on street parking.

6. S-541 CONCRETE CURB/GUTTER

CONCRETE CURB/GUTTER shall not be accepted until all items of work associated the bid item are complete, this includes backfill in place. In the case of projects where spot repairs are made, acceptance is dependent upon asphalt wedge installation in addition to previously mentioned items.

7. S-605 SEEDING

Hydromulch with permanent seed mix #1 shall be required for restoration areas too small for sod.

8. S-701 TRAFFIC CONTROL

Traffic control devices shall be in place prior to any demolition or tear out activities. This includes saw cutting activities. Traffic control devices shall remain in place until construction activities in pavement areas are completely restored with asphalt wedging.

9. ADDITIONAL CLARIFICATIONS

Please note these details that City Inspection Staff routinely call to attention.

9.1. Standard detail 103.04 Curb Detail: Curb Replacement at Existing Asphalt the curb removal shall

be facilitated by a neat sawcut.

9.2. Standard detail 103.01 Curb Detail Section A-A: The patch adjacent to the curb section shall be poured separately from the curb, after the forms have been removed. The concrete wedge shall be free of debris and the concrete is to be placed to within 2" of the asphalt surface to a smooth surface.

9.3. Curb Machine: Curb machine pouring will not be allowed on any street with a curb segment of less than 30 consecutive linear feet.

9.4. Additional Grading: Additional grading may be required in locations where the existing concrete does not meet ADA standards, adjustment due to field conditions or at the City's discretion. Any additional grading required is subsidiary to other items in the contract.

9.5. Subgrade: If during construction it becomes necessary to modify the subgrade in order to prepare a level or suitable pouring surface, the contractor will be required to compact the subgrade with a suitable material such as AB3 in order to achieve the desired surface or depth. In no instance will the contractor be allowed to place concrete on top of a muddy, frozen or

otherwise unsuitable subgrade. Subgrade modification is subsidiary to other items in the contract.

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9.6. Traffic Signal Loops: Curb removal at signalized intersections can damage traffic signal loops. Prior to the start of any work, the Contractor must contact Evergy so that all traffic signal loops may be marked and protected by their personnel. Failure to do so will result in the contractor bearing the cost to repair any damage to the loops.

10. Contract Section 17.4:

Contractor is required to perform 75% of the total contract price. Contractor shall hire a subcontractor for sod and seed as required to meet the specifications.

11. Intent of Work:

The quantities shown on the bid proposal are for bidding purposes only and may not represent the actual quantities of work required under this contract. The bid item quantities are for the purpose of evaluating the submitted bid proposals. Unbalanced bids are not permitted and will be cause for rejection.

The locations requiring repair will be marked by the City ahead of the Contractor's schedule of work, as required. Some locations are subject to change and final quantities will be based on the project budget. The Contractor should be aware that this project is for repairing existing damaged or deteriorated concrete curb and gutter, sidewalk, driveways and ADA ramps as needed and that varying sizes of repairs will be encountered on an individual street (five feet to a few hundred feet). The budget for this project is \$595,000 and the contract will be awarded for this amount. The budget will be monitored closely during construction, so the final amount is met but not exceeded.

This project shall be considered a separate project from any and all other work being performed by a Contractor in the City.

MAINTENANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held and firmly bound unto the City of Prairie Village, Kansas, in the full and just sum of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000.00) for the payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that Principal upon completion of the **Project: CONC2026 | 2026 CONCRETE REPAIR PROGRAM**, which is incorporated herein by reference, and upon acceptance by the City of Prairie Village, Kansas, in accordance with the approved Contract Documents, Plans and Specifications, with no unacceptable deviations thereof, has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two years beginning on the date the City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of the Contract to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after two (2) years from the completion of said public improvements.

NOW, THEREFORE, if said Principal shall guarantee and maintain the work referred to above in accordance with the Contract for a period of two (2) years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if said Principal fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed, sealed and delivered the day and year first above written

By: _____

Countersigned: _____

By: _____
Kansas Resident Agent

By: _____
Attorney-in-Fact

Dated this _____ day of _____, 20____.

Power of Attorney attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____, hereinafter referred to as the "Contractor", and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as "City", in the penal sum of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the ____ day of _____, 20____, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for the construction of certain improvements as designated for **Project : CONC2026 | 2026 CONCRETE REPAIR PROGRAM**, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance's, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect

this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ on this, the _____ day of _____, 20_____.

(location of Surety)

CONTRACTOR

SURETY COMPANY

BY: _____
(SEAL)

BY _____
(SEAL)

(Official Title)

Attorney-in-Fact

BY: _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ as Contractor, and _____ with General Offices in the City of _____, _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the CITY OF PRAIRIE VILLAGE, KANSAS, and the STATE OF KANSAS, in the penal sum of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000.00) lawful money of the United States of America, plus any change orders in excess thereof as approved by the City, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into a Contract with the City of Prairie Village, Kansas for furnishing all tools, equipment, materials and supplies, performing all labor and constructing **Project :CONC2026 | 2026 CONCRETE REPAIR PROGRAM** described in the said Contract, all in accordance with specifications and other contract documents on file in the office of City Clerk, City Hall, 7700 Mission Road, Prairie Village, Kansas.

NOW, THEREFORE, if the said Contractor or the Subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, or equipment used or consumed in connection with, or in or about the construction or making of, the improvements described in the above-mentioned Contract Documents, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time, alteration or additions to the terms of the Contract to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, at _____ on this, the _____ day of _____, 20____. *(location of Surety)*

CONTRACTOR

SURETY COMPANY

BY: _____ (SEAL)

BY: _____ (SEAL)

BY: _____
Attorney-in-Fact

BY: _____
Kansas Agent



Consent Agenda: Consider approval of the construction contract agreement with the Tenoch Construction, Inc. for Windsor Trail project (BG900005)

Recommendation

Authorize the Mayor to sign the Construction Agreement with Tenoch Construction Inc for \$286,167.51 for the Windsor Park Trail Project (BG900005).

Background

The Windsor Park Trail Project will reconstruct the existing trail into a new, 8-foot-wide path. It also creates a new, ADA-compliant connection to the Village at Mission Senior Living Community parking lot, providing direct access to the park from Mission Road. This project was awarded \$200,000 in 2026 Kansas Transportation Alternatives Program (TAP) funds through MARC’s Active Transportation Programming Committee.

On May 6, 2026, the City Clerk opened bids for Project BG900005, Windsor Park Trail Improvements. Nine bids were received:

Byrne & Jones	\$523,256.90
R&R Concrete KC	\$341,204.92
McConnell & Associates	\$299,467.49
CM Concrete	\$327,191.00
Carrothers Construction	\$478,884.00
WCI, Inc	\$351,026.25
Superior Bowen	\$399,803.55
Tenoch Construction	\$286,167.51
Griggs Construction	\$420,982.60
Engineer's Estimate	\$324,553.00

City staff has reviewed the bids for accuracy, checked references, found no errors and recommended award to the lowest responsible bidder, Tenoch Construction. KDOT has reviewed and executed their authority to award for use of TAP funds.

Fiscal Note

Funding is available in the CIP project BG900005

Attachments

1. Windsor Park Trail Construction Agreement - Tenoch - FOR SIGNATURE

Prepared By

Cliff Speegle, Senior Project Manager
May 21, 2026

CONSTRUCTION AGREEMENT



PV PROJ. NO.: BG900005
KDOT PROJ. NO.: 046 N-0792-01
F.A. PROJ. NO.: TA-079(201)
WINDSOR PARK TRAIL

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

TENOCH CONSTRUCTION INC.

CONSTRUCTION CONTRACT
FOR
BG900005 | WINDSOR PARK TRAIL

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
TENoch COSNTRUCTION INC.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2026, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Tenoch Construction Inc., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project WINDSOR PARK TRAIL , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SIXTY-SEVEN AND 51/100 DOLLARS (\$ 286,167.51)** 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	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

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

16. INDEMNITY

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

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

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

TENOCH CONSTRUCTION INC.

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

(typed telephone number)

(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.)

GENERAL CONSTRUCTION PROVISIONS

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the Construction Contract for the Project dated _____, 2026.
 - 1.1. Following words are given these definitions:

Alternate Bid or alternate is an amount stated in the bid to be added to or deducted from the amount of the base bid, if the corresponding change in the work, as described in the Bid Documents, is accepted.

Base Bid is the sum stated in the bid for which the bidder offers to perform the work described in the Project Manual, without inclusion of any alternate bids.

Concrete shall mean Portland cement concrete.

Day shall mean a calendar day unless otherwise described.

Pavement shall be a rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.

Street shall mean the whole area of any roadway within the right-of-way limits.

Sub-Grade shall be that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.

Temporary Construction Easement shall mean the land provided by the City for temporary use by the Contractor during the construction of the work.
 - 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 that 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 City 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 City and/or 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. ABBREVIATIONS

- 2.1. Wherever in this Project Manual the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified. See the plan sheet for the material abbreviation's legend.

AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway & Transportation Officials
ACI	-	American Concrete Institute
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
APWA	-	Kansas City Metropolitan Chapter of the American Public Works Association
ASCE	-	American Society of Civil Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
ATSSA	-	American Traffic Safety Services Association
CARS	-	Johnson County Assistance Road System
CRSI	-	Concrete Reinforcing Steel Institute
FHWA	-	Federal Highway Administration - Department of Transportation
ISSA	-	International Slurry Seal Association
ITE	-	Institute of Traffic Engineers
KCMMB	-	Kansas City Metropolitan Materials Board
KDOT	-	Kansas Department of Transportation
MCIB	-	Mid-West Concrete Industry Board, Inc.
MUTCD	-	Manual on Uniform Traffic Control Devices for Streets & Highways
NEC	-	National Electrical Code, National Fire Protection Association
NEMA	-	National Electrical Manufacturers Association
SAE	-	Society of Automotive Engineers

3. Standard Detailed Specifications

- 3.1. The first level of reference for standard detailed specifications shall be those promulgated by the City of Prairie Village, KS, Public Works Department.
- 3.2. The second level of reference will be the current edition of the standard detailed specifications of the American Public Works Association (APWA) Kansas City Metro Chapter.
- 3.3. The third level of reference will be the latest edition of the Kansas Department of Transportation "Standard Specifications for Road and Bridge Construction".
- 3.4. For traffic specifications, the latest edition of the Manual On Uniform Traffic Control Devices as published by Federal Highway Administration.
- 3.5. All reference material shall be the latest edition for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

4. Drawings To Be Furnished By Contractor

- 4.1. The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Project Manual, including but not limited to, drawings of equipment and devices, offered by the Contractor for review of the Project Manager, in sufficient detail to show adequately the construction and operation thereof.
- 4.2. Drawings submitted for consideration by the Project Manager shall show the essential details of any change in design of construction proposed by the Contractor in lieu of design or arrangement required by the Contract, or any item of extra work, and all required wiring and piping layouts.
- 4.3. No less than three (3) copies (one for Contractor, one for Project Manager, and one for on site as-builts) of each such drawing shall be submitted to the Project Manager for checking and review.
- 4.4. The Contractor shall maintain at the site modified drawings recording the dimensions and other pertinent details of the work and any changes in the work.
- 4.5. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings therefore have been reviewed as stipulated, except at the Contractor's own risk and responsibility.
- 4.6. The Project Manager's review of drawings submitted by the Contractor will be for general conformity to the Project Manual and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such review relieve the Contractor of responsibility for errors contained in such drawings. Project Manager's review shall not constitute approval of safety precautions, construction means or methods.

5. Responsibility Of Contractor

- 5.1. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of the Project Manual and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof including responsibility for hazardous materials.
- 5.2. The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 5.3. The Contractor shall cover and protect his/her Work from damage and all injury to the same from any source.
- 5.4. The Contractor shall be solely answerable for all damage to the City or the property of the City, to other contractors or other employees of the City, to the neighboring premises, to any person or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or his/her subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided.

- 5.5. The Contractor shall be responsible to the City for defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
- 5.6. The Contractor shall notify all affected utilities of the work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.
- 5.7. The project site shall be kept clean, neat, and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners. The work site shall be left "broom clean" at the end of each workday and in case of dispute the City may clean the site and charge the Contractor.
- 5.8. The Contractor shall take precaution to ensure that excessive dust does not become airborne during any construction activities. The Contractor shall comply with all State and Federal regulations that apply to airborne matter in the geographic area of the Work. When directed by the Project Manager, the Contractor shall take immediate and appropriate dust control measures satisfactory to the Project Manager.
- 5.9. The Contractor shall not allow the site of the work or neighboring properties to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition on a daily basis throughout the construction period. The City, or the Project Manager on the City's behalf, shall have the right to determine what is or is not trash or waste material.
- 5.10. On or before the completion of the work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition. Any trash receptacles on the site shall be covered.
- 5.11. The Contractor shall take whatever steps necessary to provide access for the City and the Project Manager to the Work at all times from commencement of the Work through final completion.
- 5.12. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment, and methods, and for the means, methods, techniques, sequences and procedures of construction.
- 5.13. The review of the Project Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption by the City, Project Manager, or any officer, agent, or employee thereof, of any risk or liability.
- 5.14. The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

- 5.15. All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the Plans. While working under this contract, no agreement shall be made between Contractor and resident, as it pertains to any additional work on private property not paid for by the City.

6. Safety Rules

- 6.1. The Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of the City, to assure uninterrupted production and to assure safe working conditions for the Contractor and Subcontractors and their employees and to assure the safety of the general public.
- 6.2. In addition to any other rights the City might exercise, the Contractor and/or Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.
- 6.3. The Contractor is expected to establish and enforce a comprehensive safety program on this project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from the Contractor's operations. As a minimum requirement, the Contractor shall review and discuss the details of its program with the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- Personal protective equipment;
 - First aid-personnel and facilities;
 - Arrangements for medical attention;
 - Sanitary facilities;
 - Fire protection;
 - Signs, signals, and barricades;
 - Security regulations;
 - Safety inspections;
 - Designation of persons responsible for the program;
 - Reporting forms and procedures;
 - Material handling and storage;
 - Lines of communication;
 - Determination of potential hazards;
 - Personnel safety meetings and education;
 - Access to work areas;
 - Subcontractors involvement in the program;
 - Inspections and corrective action
- 6.4. The Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- 6.5. The Contractor shall comply with all instructions from the City regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition

Operations”.

- 6.6. The Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City by the Contractor.
- 6.7. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or City, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss.
- 6.8. The Contractor shall give prompt written notice of any significant changes in the Work or deviations from the Project Manual caused or necessitated by the emergency. A Change Order shall thereupon be issued covering the changes and deviations involved in such bona fide emergency. If Contractor believes that additional work done in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided herein.
- 6.9. The Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment, and the position of cranes. The Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.
- 6.10. 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 thereof, such costs shall be deducted from any amounts due or to become due the Contractor.
- 6.11. 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.

7. Approval of Equals

- 7.1. “Approved Equals”, where permitted by the Project Manual or otherwise made feasible by market conditions, shall be approved as follows:
 - 7.1.1. The Contractor shall notify the City in writing if it elects to use an approved equal specifically

named in the Project Manual.

- 7.1.2. If the Contractor desires to use an “equal” not specifically named in the Project Manual, it must inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor’s making such request.
- 7.2. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

8. Cutting, Patching and Digging

- 8.1. The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Project Manual.
- 8.2. The Contractor shall not endanger any property of the City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of the City.
- 8.3. The Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- 8.4. The Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

9. Temporary Facilities/Utilities

- 9.1. Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, the Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by the City for accommodation of all persons engaged on the work. Temporary toilets shall be enclosed and weatherproof, kept in sanitary, and in an approved condition at all times. After use for it has ceased, the Contractor shall remove the temporary toilet facilities from the City’s premises, disinfect, and fill any vaults.
- 9.2. The Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc, as may be required for its work. It shall be located and constructed in an approved manner acceptable to the City. Upon completion of work or when requested by the City, the Contractor shall remove it from City’s premises and leave the area in a clean and orderly condition.
- 9.3. The Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of the City.
- 9.4. Unless otherwise specified in the Project Manual, the Contractor shall provide, at his/her cost and expense, temporary power, wiring, water and lights from City’s provided source as may be required for its operations.
- 9.5. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall

supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of the same.

- 9.6. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

10. Right-Of-Way Limits

- 10.1. The Contractor shall confine construction operations to the construction limits and easements provided for and labeled in the Project Manual. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.
- 10.2. No person, firm or corporation shall park or store for any period of time any construction vehicles, equipment or materials while constructing or improving any street or while working on any public works project of any kind within the city, on behalf of the city, or any other governmental agency, or any utility, public or private, unless a permit has been previously issued by the Director of Public Works. The person, firm or corporation who parks, or allows the parking or storing of any construction vehicles, equipment, or materials without first obtaining said permit or who parks or stores or allows said parking or storage contrary to the terms and conditions of any permit issued by the City, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in the Prairie Village Municipal Code. Each day such violation is committed or permitted to continue constitutes a separate offense and shall be punishable as such hereunder.
- 10.3. The Director of Public Works is authorized to issue a permit to authorize and allow the temporary parking, staging and storage of construction vehicles, equipment, and materials on public streets of the City or on public property, church property or property zoned C-0 through C-2 and CPO through CP-2 during periods of construction of public works projects of the city, any other governmental agency, or public or private utility projects within the City of Prairie Village, Kansas.
- 10.4. No permit shall be allowed on property that is residential in nature, provided, however, that property zoned "residential" that is being used as a church, school, or country club may be used with the written permission of the owner.
- 10.5. The only designated haul routes in Prairie Village are: Nall Avenue, Mission Road, 75th Street, and 95th Street. The Contractor must have written approval prior to using any other street or haul route.

11. Completed Work

- 11.1. Before final acceptance of the Work, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor.
- 11.2. All tests of such completed work required under this Contract shall be made in the presence of the Project Manager or its authorized representatives.
- 11.3. All unsatisfactory, faulty or Defective Work and all work not conforming to the requirements to the Project Manual at the time of acceptance thereof, or of such inspections, tests, or

approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor.

- 11.4. All Defective Work, whether or not in place, may be rejected pending correction thereof. Should the Contractor not correct said Work, the City may do so at Contractor's expense.
- 11.5. The Contractor shall remove from the site of the work, without delay, all rejected and condemned material or structures of any kind brought to or incorporated in the work, or if the Contractor fails to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Project Manager ordering such removal, the rejected material or structures may be removed by the City at the Contractor's expense.
- 11.6. At the City's discretion, payment for all related items of work may be withheld until all rejected and condemned materials or structures are satisfactorily removed.

12. Maintenance Period

- 12.1. If desired by the City or requested by the Contractor, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the Work.
- 12.2. The Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of two years or longer thereafter, as stipulated in this Project Manual.
- 12.3. During a period of two years (or longer, if stipulated in the Special Conditions,) from and after the date of the final acceptance by the City of the Work, the Contractor shall make all needed repairs arising out of Defective Workmanship or materials, or both, which, in the judgment of the City, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, City is hereby authorized to make such repairs at the Contractor's expense and charge such against the Maintenance Bond; provided however, that in case of an emergency where, in the judgment of the City, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.
- 12.4. Where maintenance or corrective construction is required, the Contractor shall submit his/her proposed methods and designation of materials to the City, or the City through its Consulting Engineer, for approval in advance of such work.
- 12.5. If, at any time prior to the end of the two year maintenance period, the pavement or walk settles, the Contractor shall, at his/her expense, do all necessary corrective work to eliminate any drainage problem or vertical offset caused by such settlement, provided:
 - 12.5.1. If there is a vertical offset between top of such pavement or walk and top of such structure of more than one-fourth inch.
 - 12.5.2. If around manholes or utility valves, there will be more than one-half (1/2) inch vertical differential between a plane surface passing through the top of the pavement, measured 24 inches horizontally from the edge of top of structure. (This will be measured utilizing a straight edge with one half-inch spacer feet mounted at each end of the straight edge.)

- 12.5.3. If the settlement creates a situation such that the walk is outside of the ADA Accessibility Guidelines, it shall be replaced.
- 12.5.4. If adjacent sections of concrete walk, pavement or curbs settle or heave so that there is more than one-fourth (1/4) inch vertical offset between such adjacent sections.
- 12.5.5. If the flow line of any concrete gutter, or of any concrete curb and gutter pockets water or does not drain properly resulting in three-eighth (3/8) inch of standing water.
- 12.5.6. If, any newly placed pavements surfaced with asphalt concrete pockets water or does not drain properly resulting in three-eighths (3/8) of standing water.
- 12.6. The Contractor shall repair cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base or surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned and filler installed without superficial bridging.
- 12.7. The intent of the guarantee period is that the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected. All materials and construction for such work will be at the Contractor's expense.
- 12.8. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
- 12.9. All work shall be in accordance with the highest standards of the construction industry and shall be of such nature as to be substantially permanent.

13. Equipment Guaranty

- 13.1. All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against Defective Workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof (unless otherwise provided herein) by the City.
- 13.2. Any item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the City. Should the Contractor fail to replace said item within a reasonable time, City may do so at Contractor's expense.
- 13.3. The Contractor shall ensure that a copy of operating and maintenance manuals for all equipment shall be kept on the site during construction of the Work and shall be open to inspection by the City or its agents.

14. Public Complaints

- 14.1. All complaints to the Contractor or any of the Subcontractors or to the Project Manager are to be reported in writing immediately to the City Project Manager. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.
- 14.2. The Contractor shall endeavor, with the cooperation and concurrence of the Project Manager, to communicate with abutting property owners and tenants affected by the work.
- 14.3. The Contractor shall respond to citizen complaints, concerns or inquiries with 48 hours (two work days). The Contractor will submit a copy of the action taken to the Project Manager in a timely manner utilizing forms provided by the City.

15. Notification

- 15.1. As part of this project, the City will be notifying residents by mail of the upcoming work. The Contractor must give the City a minimum notice of three weeks prior to doing **any** work on a street.
- 15.2. The Contractor must give the City three days notice prior to commencing any work that prevents the use of a driveway.
- 15.3. Delays created by failure of the Contractor to notify the City in the above-specified time will be counted against the contract time. The Contractor will not be entitled to an extension of the contract time based on notification delays.
- 15.4. In the event, work does not begin on the designated street within the designated time, the City will re-notify the residents with an explanation of why work did not begin as scheduled and a statement of when work will begin. Work may not begin until 48 hours after mailing the re-notifications.

16. Progress Meetings

- 16.1. Periodic Progress meetings shall be held at a predetermined location on the site. These meetings will be held once every week or sooner as events dictate. These meetings will be organized by the City or Project Manager. Participation in this meeting by representatives of the prime contractor and each of the subcontractors is required. These representatives must be empowered to make decisions affecting the prosecution of the work and shall be the Owner of the construction firm and/or his/her superintendent. The Project Manager will conduct the meetings and the discussion will include, but is not limited to the following:
 - Proposed construction schedule for duration of contract for both Prime and Subcontractors
 - Identification of any known utility/contractor conflicts and proposed resolution of same
 - Coordination of other trades.
 - Specialty items. (Fences, shrubs, monuments, sprinkler systems, etc.)
 - Completion date requirements.
 - Review of traffic control plan as it pertains to area of work.

- Problems and/or complaints and remedial measures taken or proposed.

17. Uncovering and Correcting Work

- 17.1. If any of the Work is covered contrary to the Project Manager's request or to any provisions of this Contract, it shall, if required by the Project Manager or the City, be uncovered for the Project Manager's observation and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 17.2. If any of the Work is covered in a manner not consistent with the Project Manual, it shall, if required by the Project Manager or City, be uncovered for the Project Manager's observation. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and charged to the City. If such work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.
- 17.3. The Contractor, within two weeks of written notification, shall proceed to correct Work rejected by the Project Manager as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and observations, and reimbursement to the City for the Project Manager's services and expenses made necessary thereby.
- 17.4. Nothing contained in this Article shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract.
- 17.5. If, after two weeks following notification by the Project Manager, the Contractor has not started or completed the corrective work, the Contractor will notify the Project Manager and affected resident of intended schedule to complete work.

18. City May Accept Defective or Non-conforming Work

- 18.1. If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Work as constructed and the fair market value of the Work had it not been constructed in such a manner as to include defective or non-conforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor, upon written demand from the City, shall pay the City such remaining compensation for accepting defective or non-conforming Work.

END OF SECTION

SPECIAL CONDITIONS

These "Special Conditions" contain modifications in the form of additions, deletions and substitutions, to the General Conditions of the Contract, and to other parts of the specifications. Where any part of the "General Conditions" is so modified by the "Special Conditions" the unaltered provisions shall remain in effect.

The APWA Section 1100 General Conditions is negated and not to be applied as part of this project manual.

ADDITIONAL INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Project Contractor shall defend, indemnify and save the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

GENERAL INTENTIONS OF CONSTRUCTION:

The existing Windsor Park Trail shall be removed. Concrete sidewalk and retaining wall construction shall take place.

The contractor shall complete all work, including cleanup and security of the site, and leave the project site by 4:00 pm each day in order to allow access to the ball field in Windsor Park.

All work, excluding restoration shall be completed by **August 1, 2026**, unless directed otherwise by the City.

Sodding and acceptance of sod, shall be completed by **November 1, 2026**, unless directed otherwise by the City.

TIME AND LIQUIDATED DAMAGES

The Total Project Work under this Contract for the Windsor Park Trail Project shall be complete by November 1, 2026.

Liquidated Damages, as referenced in the contract agreement, shall be assessed in the amount of **\$500.00/per calendar day** for Total Project Work. Contractor agrees that such assessment is a reasonable estimate of the damages that may be sustained by the City in the event the project is delayed and that such amount is not a penalty.

A schedule must be submitted by the contractor and approved by the City prior to the notice to proceed that indicates order of construction by location and when each location will be completed.

WORK INACTIVITY PENALTY

On individual street projects as listed in the contract, the contractor must commit to the work effort to complete each street location within 30 days. Completion includes all concrete repair and replacements, asphalt milling, and asphalt overlay. If the contractor does not commit to the continuous work effort, excluding weather, then the contractor will be charged a WORK INACTIVITY PENALTY after three consecutive days of no work. The initial penalty will be \$300.00 with an additional \$100.00 being charged for each day thereafter.

GENERAL NOTES AND DETAILS

City of Overland Park Standard plan and detail sheets shall apply to all programs. Specific project details and typical sections are provided in project plans.

GENERAL CONDITIONS

Delete sections 9.4, 9.5, 9.6 relative to the CONTRACTOR'S temporary offices and storerooms.

COOPERATION WITH UTILITIES

The City reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer.

EXAMINATION OF SITE

Bidders shall visit the site and inform themselves of all conditions presently existing. Their failure to visit the site shall in no way relieve the successful Bidder from the necessity of furnishing all materials and performing all work necessary to complete the project in accordance with the Contract Documents.

DIFFERING SITE CONDITIONS

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The ENGINEER will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

PROTECTION OF EXISTING SURFACES

The CONTRACTOR shall protect all existing concrete curb and gutter, driveways, sidewalks, and pavement that are to remain in place, from damage during construction of this project. Any damage caused to these surfaces by the CONTRACTOR shall be repaired to its original condition and to the satisfaction of the Engineer by the CONTRACTOR at his expense.

PROTECTION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall protect from damage or injury all existing improvements and structures whether they are private or publicly owned. Any such item damaged shall be repaired or replaced at the CONTRACTOR'S expense. If the CONTRACTOR needs to temporarily remove any existing improvements or structures in order to proceed with the work then the CONTRACTOR shall do so and then replace all of the existing improvements or structures to original location and condition equal to or better than existed prior to construction and to the satisfaction of the Engineer at the CONTRACTOR'S expense.

Coordination between all utilities and location of existing utilities is the responsibility of the CONTRACTOR. No extension of time to complete the project will be given due to any lack of coordination between the CONTRACTOR and the utility companies. All utilities located in the vicinity of the construction operation must be maintained and protected by the CONTRACTOR. Any damage caused by the CONTRACTOR will be repaired at the CONTRACTOR'S expense.

PUBLIC SAFETY

The CONTRACTOR shall provide temporary walks, fencing, barricades, or other protection measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the CONTRACTOR with due regard to location, appearance, and hazard potential to the traveling public.

MATERIALS TEST REPORTS / MIX DESIGNS

Materials test reports/and or mix designs shall be submitted and approved by the Engineer prior to its use or placement. Reports and/or mix designs shall be submitted for all concrete, asphaltic concrete, aggregates, flyash, etc. All reports and/or mix designs shall be current within six (6) months of the Notice to Proceed issued for this project.

SUB-CONTRACTORS

The CONTRACTOR shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its own organization, work amounting to not less than fifty-five percent (55%) of the total contract price.

The CONTRACTOR shall submit their list of subcontractors in the bid documents for approval by the City prior to award of the contract.

The CONTRACTOR shall make prompt and full payment of retainage to all subcontractor's within 30 days after the subcontractor's work is satisfactorily completed. Failure to do so may result in the City declining to hold retainage from the CONTRACTOR and prohibit the CONTRACTOR from holding retainage from subcontractors.

DAVIS-BACON WAGE RATES

Per FHWA, "A contracting agency is responsible for incorporating the applicable wage rate determination into each federally-assisted contract entered into pursuant to competitive bidding procedures. When notice of a change to a wage determination is published in the Federal Register 10 days or more before the opening of bids, the USDOL requires that the new wage determination be incorporated into the contract by amendment. 29 CFR 1.6(c)(3)(i)". Davis-Bacon wage rates are required to be followed on all federal-aid projects.

All Davis-Bacon wage rates used for a project shall be those in effect no more than 10 days prior to the letting.

V-CURB

This work shall include furnishing of all labor, equipment, tools and materials for construction of concrete sidewalk curb in accordance with Section 824 of the City of Overland Park Technical Specifications, the details shown on the plans and as directed by the Engineer.

Areas where grading behind the sidewalk or sidewalk ramp is not possible, a variable height sidewalk curb shall be constructed as part of the sidewalk or sidewalk ramp to the height matching the proposed grade, as shown in the plans or as directed by the Engineer. Dimensional requirements of sidewalk curb can be found in the Detail sheets in the Plans.

V-CURB shall be measured by the linear foot of exposed surface curb. Final exposed length shall be the length exposed after construction of all sidewalks, sidewalk ramps, and backfill is completed. V-CURB shall be paid for at the Contract Unit price per linear foot, which price shall be full compensation for the specified work.

Section 201 CLEARING AND GRUBBING

All removals not specified will be considered subsidiary to other bid items.

Section 202 REMOVAL OF EXISTING STRUCTURES

Tree Protection

This item shall consist of activities associated with the protection and preservation of trees located within and adjacent to the project limits. Trees marked "L.I.P." which are located within the grading limits are to be protected from construction activities including grading, movement of materials and equipment, excavation, removals, etc. The CONTRACTOR shall delineate a tree protection area around trees to be saved with construction fencing. If damaged, the construction fencing shall be repaired or replaced within 24 hours.

Prior to the commencement of construction activities, the CONTRACTOR shall perform necessary inspection of existing trees to be preserved and notify the City Arborist of any indications that tree viability may be at risk.

Where partial removals are to occur, the work shall only be performed by a qualified nurseryman or ISA/Kansas Certified Arborist and in accordance with ANSI A300.

Tree Protection shall be paid as subsidiary to "REMOVAL OF EXISTING STRUCTURES".

Temporary Construction Fence

This work shall include furnishing of labor, equipment, tools, and materials to provide temporary construction fences as directed by the Engineer.

The Contractor shall install a 4'-tall orange construction fence at locations as directed by the ENGINEER. The fence shall stay in-place throughout the duration of construction activities, or until the ENGINEER or the ENGINEER'S representative has approved its removal. If the temporary fencing is damaged or overturned, by the contractor's activities, weather, waterflow, or otherwise, the contractor shall immediately replace the fence at the contractor's expense. Fencing shall be in conformance with the manufacturer recommendations.

Temporary Construction Fence shall be paid as subsidiary to "REMOVAL OF EXISTING STRUCTURES"

Section 802 CONSTRUCTION STAKING

The City and its representatives will not perform construction staking.

Section 805 TEMPORARY TRAFFIC CONTROL

ADA Compliant Movable Barricades:

This work shall consist of utilizing Detectable Pedestrian Channelizing Barricades as shown on the plans and in accordance with the Manual for Uniform Traffic Control Devices (2011 Edition). The pedestrian barricade is similar to the type 2 Barricade indicated in Section 6K.02.

Payment for furnishing and installing the pedestrian barricades shall be included in the contract unit price for bid item "TEMPORARY TRAFFIC CONTROL".

Section 824 CONCRETE SIDEWALK

Granular subbase for areas of sidewalk removal and replacement is subsidiary.

Reinforcement shall be installed in the concrete sidewalk as indicated on the plans and details. Reinforcement shall be according to Section 711. Measurement will be per square foot and paid as SIDEWALK CONSTRUCTION (4") or SIDEWALK CONSTRUCTION (6").

Necessary grading for sidewalk construction shall be considered subsidiary.

Section 825 CONCRETE CURB/GUTTER

In areas where pavement and median removals exceed the replacement area, additional removals shall be subsidiary to the bid items.

Section 828 FENCING

All wood for fence shall be "Treated Red Cedar Round Rail."

CONTRACTOR shall submit shop drawings for review and approval by the ENGINEER prior to installation.

Section 882 INTEGRAL SIDEWALK RETAINING WALL

Reinforcing Steel shall be considered subsidiary to and paid as the "KCMMB 4K CONCRETE ISRW".

Section 883 WALL FORM LINER TREATMENT

Stain shall not be applied to the wall.

Section 907 SOD

Fine grading and topsoil are expected to allow proper sodding. The topsoil shall be uniformly distributed on the designated areas and it shall be a minimum of three inches after firming. Spreading shall be performed in such a manner that sod installation can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from top soiling or other operations shall be corrected in order to prevent the formation of depressions or water pockets.

Topsoil shall be subsidiary to sod bid items as described in this section.

END OF SECTION

MAINTENANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, Tenoch Construction, Inc., as Principal and _____, as Surety, are held and firmly bound unto the City of Prairie Village, Kansas, in the full and just sum of TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SIXTY-SEVEN AND 51/100 DOLLARS (\$286,167.51) for the payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that Principal upon completion of the **Project: BG90005 | WINDSOR PARK TRAIL**, which is incorporated herein by reference, and upon acceptance by the City of Prairie Village, Kansas, in accordance with the approved Contract Documents, Plans and Specifications, with no unacceptable deviations thereof, has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two years beginning on the date the City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of the Contract to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after two (2) years from the completion of said public improvements.

NOW, THEREFORE, if said Principal shall guarantee and maintain the work referred to above in accordance with the Contract for a period of two (2) years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if said Principal fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed, sealed and delivered the day and year first above written

By: _____

Countersigned: _____

By: _____
Kansas Resident Agent

By: _____
Attorney-in-Fact

Dated this _____ day of _____, 2026.

Power of Attorney attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Tenoch Construction Inc., hereinafter referred to as the “Contractor”, and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as “City”, in the penal sum of TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SIXTY-SEVEN AND 51/100 DOLLARS (\$286,167.51), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 2026, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for the construction of certain improvements as designated for **Project : BG900005 | WINDSOR PARK TRAIL**, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance’s, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect

this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of _____, 2026.

(location of Surety)

CONTRACTOR

SURETY COMPANY

BY: _____
(SEAL)

BY _____
(SEAL)

(Official Title)

Attorney-in-Fact

BY: _____
(State Representative)

(Accompany this bond with Attorney-in-Fact’s authority form the Surety Company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Tenoch Construction Inc. as Contractor, and _____ with General Offices in the City of _____, _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the CITY OF PRAIRIE VILLAGE, KANSAS, and the STATE OF KANSAS, in the penal sum of TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SIXTY-SEVEN AND 51/100 DOLLARS (\$286,167.51) lawful money of the United States of America, plus any change orders in excess thereof as approved by the City, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 2026, entered into a Contract with the City of Prairie Village, Kansas for furnishing all tools, equipment, materials and supplies, performing all labor and constructing **Project : BG900005 | WINDSOR PARK TRAIL** described in the said Contract, all in accordance with specifications and other contract documents on file in the office of City Clerk, City Hall, 7700 Mission Road, Prairie Village, Kansas.

NOW, THEREFORE, if the said Contractor or the Subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, or equipment used or consumed in connection with, or in or about the construction or making of, the improvements described in the above-mentioned Contract Documents, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no changes, extension of time, alteration or additions to the terms of the Contract to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, at _____ on this, the _____ day of _____, 2026. *(location of Surety)*

CONTRACTOR

SURETY COMPANY

BY: _____ (SEAL)

BY: _____ (SEAL)

BY: _____
Attorney-in-Fact

BY: _____
Kansas Agent



New Business: Consider reappointment of deputy city administrator

Recommendation

Mayor Mikkelson requests the city council ratify the reappointment of Nickie Lee to serve as the deputy city administrator.

Background

Under the terms of the municipal code, the following positions within the city are appointive positions with four-year terms: city attorney, assistant city attorney, municipal judges, city prosecutor, city clerk, city treasurer, city administrator, deputy city administrator, director of public works, city architect and chief of police.

Fiscal Note

N/A

Attachments

None

Prepared By

Adam Geffert, City Clerk
May 26, 2026



New Business: Consider request for proposal or join the MARC Purchasing Cooperative for solid waste services

Recommendation

Staff recommends the city go to bid or join the MARC contract for solid waste services beginning in 2027.

Motion:

- Option 1 — Move to approve staff working on a 3-year contract extension with Republic Services.
- Option 2 — Move to approve proceeding with a Request for Proposal for Solid Waste Services as presented.
- Option 3 — Move to approve staff working with the Mid-America Regional Council (MARC) Regional Purchasing Cooperative for Solid Waste Services. *I would recommend this option if Council wants to keep rates close to 2027 budget projections.*

Background

Staff has been in discussion with Republic Waste Services for consideration of a contract extension at the conclusion of the current 10-year contract, which ends December 31, 2026. Staff waited to consider a contract extension after the community survey results were evaluated regarding overall satisfaction with solid waste services. The survey results regarding Republic Services were very positive, so staff explored a contract extension and requested projected fees for a one-year, three-year, and five-year extension.

Republic Services responded with a three-year extension with a rate increase of 23% to \$27.00 per month in comparison to the current rate of \$21.88. The current contract specifies the CPI; however, it is capped at 3.25%. Republic Services requested lifting the 3.25% cap increase and instead using the regional CPI for water/sewer/trash. In the last few years, the CPI has been closer to a 5% annual increase.

At this juncture, Council will need to make a determination on how staff will proceed with Solid Waste Services.

Option 1 — Move forward with a contract extension with Republic Services.

Option 2 — Move forward with an RFP for current services. Council could also consider exploring service alternatives. The current services include:

- Weekly solid waste with unlimited recycling
- Up to 12 bags of yard debris weekly
- One bulky item per month (2'X2' under 45 pounds)

- Cart choice – 35-gallon, 65-gallon, 95-gallon
- Garage-to-curb service for residents with disabilities
- Unlimited annual large item pickup

Alternative bids could be considered for reduction in yard debris, adding glass recycling, reducing large item pickup, etc. The attached RFP from 2016 would provide the framework for seeking bids should the Council decide to move in that direction.

Option 3 — The MARC Purchasing Cooperative issued an invitation to bid from a qualified person or firms to provide residential Solid Waste services, and GFL was awarded the bid. The last city to join this cooperative agreement is the City of Merriam, who will begin single-hauler services on November 1, 2026. In the contract, residents will pay approximately \$23 per month, which includes the following services:

- Weekly trash, recycling, and yard waste (all picked up on the same day)
- 65- and 95-gallon bins (35-gallon carts are not available due to difficulty in emptying carts into the hopper)
- Yard waste up to 10 bags, with two amnesty weeks
- Up to three bulk items each month
- Garage to curb service for those who qualify
- Internal Administrative Costs

It is also important to note that price increases are capped at 3% each year over the 5-year agreement. I have confirmed with the provider that service levels are not adjustable under a MARC contractual bid.

Fiscal Note

N/A

Attachments

1. 2016 Solid Waste RFP (Amended)

Prepared By

Adam Geffert, City Clerk
May 26, 2026



**CITY OF PRAIRIE VILLAGE
SOLID WASTE REQUEST FOR PROPSAL**

June 21, 2016 **(Amended July 7, 2016)**

OVERVIEW: The City of Prairie Village, Kansas currently contracts for a solid waste collection program that provides curbside collection of solid waste, recyclable materials, and landscape waste from approximately 8,400 residential units on a weekly basis. The City of Prairie Village is seeking a qualified firm that will provide a level of excellence in the performance of all solid waste services that meets the values and requirements specified herein.

In Prairie Village, it is our belief that solid waste services are vital to improving the overall health and appearance of the community we live in. We have always been committed to providing the most cost-effective service to our residents and have always been dedicated to putting our customers first. As responsible stewards of our environment, we continue to look for ways to reduce any barriers to responsible trash disposal and increase recycling efforts throughout the community. By sustaining efficient services and meeting our standard of excellence, we can continue to improve the appearance and quality of our municipal environment.

1.0 CITY POINT OF CONTACT

1.1 Questions: Respondents shall direct any and all questions and correspondence regarding this RFP to :

Wes Jordan, Assistant City Administrator
7700 Mission Road
Prairie Village, KS 66208
Phone: (913) 385-4621
Fax: (913) 385-4654
E-Mail: wjordan@pvkansas.com

1.2 E-Mail Preference: All questions regarding this RFP shall be submitted in writing, preferably by E-Mail. The City will consider all questions and communicate the questions and answers to all known Respondents by E-Mail addendum to the RFP.

1.3 Unsolicited Responses: Respondents who received notification of this RFP by means other than mailing from the City shall contact the Assistant City Administrator to request to be added to the mailing list. It is Respondent's responsibility to provide its E-Mail address and mailing address to ensure timely notification of addenda that may be issued prior to the proposal submittal date.

2.0 SCOPE OF WORK

This section summarizes the services that the City seeks to procure, but Respondents should examine the City's "Residential Solid Waste & Recycling Services Agreement" later in the process - the provisions in the Agreement would govern and not this RFP.

2.1 PURPOSE: The City of Prairie Village desires to enter into an exclusive contract with a qualified firm to provide solid waste collection and disposal, single stream curbside recycling, and landscape waste collection and composting to all housing units of less than four units (approximately 8,400 units) and certain other City owned facilities. Additionally there is a requirement for a once per year City-wide large item pick-up. The term of this contract will be five (5) years.

2.2 Background: The City has an existing residential solid waste agreement. That agreement is due to terminate December 31, 2016. The City desires to provide continuation, without interruption, of those collection and disposal services (with possible modifications).

Current Services:

Residential waste, including solid waste, recycling, and landscape waste is collected once per week via three separate pick-ups occurring on the same day. Separate solid disposal carts for solid waste and recycling are furnished. The customer provides the yard waste container either in the form of compostable paper bags or containers of such size that they can be easily emptied by drivers into the yard waste truck.

Yard waste collections are limited to 12 containers per week for the months of March, April, August, September, October, and November. The other six months are limited to 8 containers per week.

Solid waste and recycling must be placed in the provided carts, however additional items may be placed in overflow bags at a rate of \$1.25 per bag. These **stickers** can be purchased at local hardware stores or City Hall **and are made available through the contractor**. Most carts are the 65 gallon size, although at the resident's option, 35 gallon containers may be used (the City wishes to explore the desirability of allowing a 95 gallon cart size at the resident's option.)

The City collects all solid waste fees through property tax billings. The contractor bills the City and receives payment directly from the City.

The contractor currently reports the results of the curbside recycling program and remits the proceeds from the sale of recyclables directly to the City once per quarter.

The curbside, single stream recycling program currently accepts:

- Cans, aluminum and tin/steel, all metal and bi-metals
- Plastics, #1 & #2 containers with necks
- Corrugated Cardboard and Paperboard
- Newspapers (with inserts)

- Magazines, Catalogs, Telephone Directories, Books, Junk Mail & Office Paper
- The recycling program currently **does not accept** glass (the City wishes to discover whether or not the proposer currently accepts in their recycling)

A City-wide large item pick up is provided once per year

Special services for people with disabilities are provided (cart removal from and return to, houseline).

New and/or Modified Services

The City will continue all current solid waste services and will consider some minor modifications.

The City will require an enhanced service level. Telephone response will be prompt and courteous. Any required corrections, remediation or missed pickups will be handled promptly. Metrics will be in place to insure compliance with these requirements.

Enhanced penalties for missing pickups and for failure to comply with customer service requirements will be in place. Excessive “misses” will be further penalized.

Tipping of drivers at holidays will not be allowed, and the placement of envelopes encouraging such tipping will not be allowed.

The current variable limitation of landscape waste containers will be discontinued. As a base bid, the weekly maximum number of landscape containers that may be placed for pickup will be 12. As part of the bid, the City will explore the cost should households be allowed an unlimited number of landscape waste containers.

Presently glass is not allowed as part of the single-stream curbside recycling. The proposal will ask whether or not the proposer accepts glass in their recycling.

Currently, for both solid waste and recycling containers residents are allowed a choice of 35-gallon and 65-gallon containers. This contract will, as an option, examine a third choice of a 95-gallon container.

As with the current contract, the vendor is responsible for supply waste carts for both solid waste and recycling. These cart lids will be different colors so as to distinguish between the solid waste cart and the recycling cart. The vendor is responsible for maintenance of these carts. The City will bid, as an option, carts with radio frequency identification (RFID) embedded in the cart.

Vendors will be required to provide metrics on the entire waste-stream. This includes solid-waste, recycling, landscape waste, and the annual large item pickup. This will allow a more complete and accurate determination of diversion rates.

Residents are allowed to set out one bulky item per month during the first full week of the month. These items must be smaller, such as rugs, counter top appliances, or small furniture. The item must not be larger than 2' X 2' and weight less than 45 pounds.

This contract will contain a "favored nations" clause. Under this clause should the contractor enter into a residential solid waste and recycling services agreement with another Johnson County, Kansas municipality of a smaller or equal size and the provisions of that contract are more financially favorable, the City will have the right to modify this contract to incorporate the same or similar benefits.

2.3 Context of the Proposal: The City of Prairie Village strives to provide excellence in all municipal services. For this reason, The City is seeking a vendor that will provide that excellence in the performance of all solid waste services specified herein. The City seeks to provide an economical service consistent with its goal of service excellence. The City desires to increase recycling, thus being environmentally responsible while at the same time providing funding for City services. The City seeks to reduce any barriers to responsible trash disposal by its residents, thus improving the appearance and quality of the municipal environment.

2.4 Personnel:

1. All personnel shall be appropriately licensed with valid permits to operate vehicles throughout their employment with the vendor. They shall be neatly dressed, courteous, and competent. They shall be appropriately trained and equipped, and shall operate their vehicles in a safe and responsible manner.
2. Drivers shall be cautioned to stay within the curb lines. Any incident of a vehicle driving over a curb and damaging a sprinkler or other property will result in charges for damage repair, together with administrative charges being assessed the vendor.
3. No tipping will be allowed, and no envelopes soliciting tips will be allowed.
4. Vendor will supply one roving "ambassador" equipped and empowered to resolve complaints in a timely manner
5. Vendor will name a management level employee to liaison with designated City personnel.

2.5 Equipment:

1. All refuse and wastes shall be collected and transported in a watertight vehicle or container, and shall be fully enclosed or securely covered. All collection vehicles and equipment shall be maintained in a safe, clean and sanitary condition, and shall be so constructed and maintained and operated as to prevent spillage of solid waste. The vehicles and other equipment shall be clearly identified with the name of the company and

phone number, and shall be affixed to each vehicle and piece of equipment.

2. The successful bidder must provide new, automated wheeled carts for both solid waste and recycling. As a bid alternate, the successful bidder may acquire the carts currently in use within the City. Should the successful bidder choose this option, a reduction in the per unit bid price shall be specified.
3. The successful bidder is responsible for the maintenance of all carts. Should a cart be damaged or otherwise need repair, the vendor shall make the needed repairs within 48 hours, or replace the damaged cart.
4. There shall be two carts provided each resident, one for refuse, the other for recyclables. The lids shall be of contrasting colors, indicating which cart is for refuse and which is for recyclables. Additionally, carts shall be supplied to the Municipal collection sites that are serviced as part of this contract.
5. The contractor shall request each resident to select a cart size for solid waste and for recycling. The two size choices will be 35-gallon and 65-gallon. As an alternative, a third 95-gallon size may be included. If the resident has not made a choice within ten days of notification, the default size will be 65-gallons. The resident may request a different size container once per year.
6. At the conclusion of the five (5) year contract or upon termination of the contract, the vendor will be required to remove all wheeled carts from the premises of all service addresses. The vendor may, upon agreement with a new vendor and with approval of the City sell the wheeled carts to the new vendor for their continued use, with an appropriate reduction in unit price by the new vendor.

2.6 Removal of Solid Waste, Recycling, and Landscape Waste (Residential Waste)

1. The successful bidder must provide removal of residential waste to all residences of less than four units in the City of Prairie Village once per week. Each dwelling unit will receive this service the same day each week. Solid waste, recyclables, and landscape waste should be set out no later than 7:00 AM on the regular day of collection. Collection shall not begin before 7:00 AM nor extend beyond 6:00 PM unless specifically authorized by the City. The hauler may not in any case collect on arterial streets before 9:00 AM or between 4:00 and 6:00 PM on weekdays. Should the regular collection day fall on a recognized holiday, collection cycle will be delayed one day for all routes. When inclement weather (ice/snow events) prevents collection on the regularly scheduled day, the Contractor will collect on the following day or as soon thereafter as practical.
2. Landscape waste will be placed in compostable paper bags not exceeding 33 gallon capacity. Alternatively it can be placed in metal or plastic cans not exceeding 33 gallon capacity or 50 pounds. Should it be impractical to place landscape waste in containers, it may be placed in

securely tied bundles no larger than 18 inches in diameter, less than four feet in length and less than 50 pounds. No more than 12 containers per week can be placed at the curb for removal.

3. Solid waste must be removed and disposed of at an appropriately licensed disposal site. All vehicles will be weighed and the aggregated results reported monthly to the City. Recycled materials shall be taken to a materials recovery facility, the elements of the single stream determined and sold. Total weight and types of recyclables will be reported monthly to the city. The respondents shall be responsible for accurately reporting the revenue received from the sale of recyclables and shall propose as part of the bidding, the percentage share of such revenues that shall be remitted to the City. Landscape waste must be transported and disposed of at a licensed composting facility. Recyclable materials includes aluminum cans, tin, steel, and bi-metal cans or other items containing these metals, newspapers, magazines, and mixed papers (junk mail, chip board, white and colored paper, brown kraft paper bags), corrugated card, # 1 PTE plastic containers, and #2 HPDE plastic containers, #3-#5 plastic containers, aseptic beverage containers, six-pack rings, and twelve-pack bands, and any other material or materials which have been identified as Recyclable. At this time the City does NOT accept glass in its recycling. The response to the proposal will ask the proposer whether or not they accept glass in their single-stream curbside recycling.
4. Residents are required to place all containers at the curb prior to 7:00 AM the morning of their scheduled pick-up, however residents receiving "special services" due to disability will have their container at the houseline for the vendor to pick-up. The vendor will be required to remove all waste from the residents' property in a complete and neat manner. Should parked vehicles interfere with automated pickup, the driver shall retrieve the carts so pickup can be accomplished. All carts or containers must be returned neatly to the location where they were picked up except that in no case shall carts be left blocking a sidewalk. If products are left in bins because they have not been prepared properly for solid waste disposal, landscape waste disposal or recycling, the contractor will leave the customer notice as to why the materials were left. In the event items fall from the bin or collection vehicle, either at the point of pick-up or during hauling, the items are to be retrieved immediately or within one hour of notice.
5. Residents are allowed to set out one bulky item per month during the first full week of the month. These items must be smaller, such as rugs, counter top appliances, or small furniture. The item must not be larger than 2' X 2' and weight less than 45 pounds.
6. In addition to the regular landscape waste, the contractor shall collect, transport and dispose of any Christmas tree left curbside by any customer between January 2 and January 25 at no additional cost to the City or customer.

7. The vendor will be required to perform one City-wide large item pickup per year.
8. The City requires solid waste service at the following locations:
 - a. 3535 Somerset Drive
 - One 40 yard roll-off container and shall be serviced upon notification by Public Works **January through August. Two 40 yard roll-off containers September - December serviced once per week.**
 - One 6-yard container serviced three times per week-trash
 - One 8 yard container serviced once per week-recycle
 - One 3 yard container serviced once per week
 - b. Police Department 7710 Mission Road
 - One trash bin serviced twice weekly
 - One recycle bin serviced twice weekly
 - c. Harmon Park - One trash bin serviced once weekly
9. As indicated herein, the successful bidder must develop and provide detailed tracking and waste diversion reports.

2.7 Customer Service Standards

1. Within ten days of notice to proceed the successful contractor shall have prepared and distributed an informational brochure to all residential customers. This brochure shall at a minimum contain the name, phone number, e-mail address and hours of operation of the vendor. It shall also communicate the collection days and hours. It shall also contain the holidays observed by the vendor and the alternative collection days for those holidays. It shall also contain information concerning alternative days should the vendor be unable to collect on regularly scheduled days due to snow/ice. Regulations regarding preparation of waste, solid waste, landscape waste, and recycling will also be communicated. It is expected the vendor will promote recycling through this communication and periodically (minimally twice) through the year. This communication will also contain a return mailer asking the resident to select the size container they wish to use. Should the resident not respond within ten days, the default size will be 65-gallons for both solid waste and recycling. The resident may request a change in size once per year.
2. Within one week of notice to proceed, the successful bidder must submit to the City all route designations, days of collection, and other pertinent plans. Every effort should be made to keep collection days as they currently exist. All such routes and plans must be expressly approved by the City.
3. Collections will be made the same day of the week with the exception of holiday or ice/snow delays. Requests for route changes, including days of collection, may be made to the City one time per year. Approval of such requests are at the sole discretion of the City.
4. The vendor will maintain a web-site and e-mail address for the timely communication of Prairie Village customers with the company.

Additionally it will maintain an office with a toll-free telephone lines staffed by trained personnel between the hours of 8:00 AM and 5:00 PM Monday through Friday except holidays. There shall be a supervisor with authority to handle problems and complaints as they may arise. During non-business hours the telephone may be maintained by an answering machine or answering service. All calls will be returned within the first hour of the next business day. In the event phones are busy during working hours and a message must be left, all such calls must be returned within 15 minutes. In all instances, the phone shall be answered promptly and courteously. Failure to meet these standards shall constitute a violation. The first violation at a given address **during any 12 month period** shall result in a penalty of \$100.00. The second violation at the same location **during the same 12 month period** shall result in a penalty of \$250.00. The third and subsequent violations at the same location **during the same 12 month period** shall result in a penalty of \$500.00 per violation. All penalties will be deducted from the next month payment due the vendor.

5. Service complaints shall include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, or similar incident. All service complaints are to be directed to the vendor and that vendor shall have procedures in place as outlined above to resolve those complaints. Service complaints shall be corrected within 24 hours, with the exception of spillage which shall be resolved within one hour of notice. Failure to contact the complaining party within the specified time period shall constitute a violation. Failure to resolve complaints within the specified period shall constitute a violation. The first violation at a given address **during any 12 month period** shall result in a penalty of \$100.00. The second violation at the same location **during the same 12 month period** shall result in a penalty of \$250.00. The third and subsequent violations at the same location **during the same 12 month period** shall result in a penalty of \$500.00 per violation. All penalties will be deducted from the next month payment due the vendor.
6. A monthly report will be submitted to the Assistant City Administrator detailing a full explanation of all complaints received and the disposition of those complaints.
7. All complaints are meant to come directly to the vendor. In the event complaints are received first by the City, the details of those complaints will be forwarded to the vendor's representative. If the complaint coming to the City is the result of the complainant not being able to reach the vendor due to lack of responsiveness to phone or e-mail contacts, any resultant penalties shall be doubled.

3.0 MINIMUM QUALIFICATIONS

- 3.1 **License and Experience:** At least five (5) years of experience in curbside refuse and recyclables collection similar to the program described herein and be currently licensed by Johnson County, Kansas and the City for refuse collection.

- 3.2 Compliance with Laws:** The Contractor shall comply at all times with all applicable federal, state, county, and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement. Specifically, but without limitation of the foregoing, the Contractor shall comply with all current and amended Johnson County, Kansas, regulations, and City ordinances or regulations imposed in the discretion of the City to protect the public health, safety, and welfare.
- 3.3 Financial Surety:** The resulting contract shall specify requirements for a performance bond in the case of Contractor's failure to perform contracted services. The performance bond shall be for a minimum of 100 percent (100%) of the first year value of the contract and shall be in effect for the duration of the contract and any extensions.
- 3.4 Qualifications Required:** If the City determines that a Respondent does not meet these minimum qualifications, the City need not further review such Respondent's proposal.

4.0 SELECTION CRITERIA

The selection of the successful bidder will not be based on price alone, but upon qualifications and references as well. The following is a non-exclusive listing of selection criteria.

- Experience with related programs
- Ability to perform to the satisfaction of the City as evidenced by a minimum of three references
- Completeness of proposal
- Technical feasibility to market collected materials
- Consistency with the overall objectives of the City and the health, safety, and the welfare of the citizens
- Type, condition, and adequacy of equipment
- Number and type of personnel to be involved in the work
- Cost of the program per household
- The sharing formula for the sale of recyclables proposed by the Respondent

5.0 CONTRACT AWARD

The successful bidder must agree to sign the "Residential Solid Waste & Recycling Services Agreement" prepared by the City. The bidder must acknowledge he has received and read such contract before submission the bid.

- 5.1 Contract:** The successful bidder must agree to sign the "Residential Solid Waste & Recycling Services Agreement" prepared by the City. The bidder must acknowledge it has received and read such contract before submission of the bid. The Agreement will include terms standard in City contracts, including, but not limited to, subject to cash basis and budget law, indemnity, insurance, equal employment opportunity, and a requirement that the successful bidder provide an

annual performance bond in the amount of the annual fee due under the Agreement. The contract will also contain a “favored nations” clause. Under this clause should the contractor enter into a residential solid waste and recycling services agreement with another Johnson County, Kansas municipality of a smaller or equal size and the provisions of that contract are more financially favorable, the City will have the right to modify this contract to incorporate the same or similar benefits.

- 5.2 Contract Term and Extension:** The term of this contract shall be five (5) years term (expiring December 31, 2021, with a City option to extend for up to 90 days, at the end of the initial term or any renewal term of this Agreement, for the purpose of implementing a new agreement for the provision of the solid waste services.
- 5.3 Cash Basis and Budget Law:** This Agreement will include the following provision:
“The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A, 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the state of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.”
- 5.4 Cost increases:** During the first two years of the contract, no cost increases will be allowed. Each year thereafter, 90 days prior to the contract anniversary date the contractor may request an annual adjustment in the collection unit prices as set forth in the bid form. No payment increase shall be considered automatic; any rate increase request shall be fully documented by the contractor and approved by the City Council. Factors affecting cost may include fuel and other essential components of the cost of direct service delivery.
- 5.5 Interview:** The City reserves the right to interview selected Contractor(s) before a contract is awarded. The costs of attending any interview are the Contractor’s responsibility
- 5.6 Incurred Costs:** The City is not liable for any cost incurred by Contractor(s) in response to this solicitation
- 5.7 City Council:** The City Council will make the award from this solicitation. The award resulting from this solicitation will be made to the Contractor that submits a response that, in the sole opinion of the City Council, best serves the overall interest of the City. Awards will not be based on cost alone. Unsuccessful Respondents will be notified of the final decision.
- 5.8 Basis of Bidding:** Bids will be based on the unit cost of each residential unit of three dwellings or less. Currently the estimated number of such units is 8367. This number may vary and the contractor agrees to accept an increase in this number should additional residential units be added.

6.0 PROPOSAL CONTENT

- 6.1 **Bid Bond:** As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company or a Cashier's or certified check of the Respondent drawn on a responsible bank in the amount of 5% of the first year's revenue under the Agreement. Said security is subject to forfeiture to the City in the event the successful Respondent fails to enter into the Agreement. All securities of unsuccessful Respondents will be returned within 120 days of the bid date. The successful Respondent will provide the required Performance Bond upon which the Bid Bond will be returned.
- 6.2 The proposal shall address the following issues in detail sufficient to ascertain the ability to provide the specified services to the level required by the City of Prairie Village.
1. List the names of key personnel, titles, roles, locations, phone numbers, and e-mail addresses of each member of the team that will be responsible for this service delivery. Indicate which person and position will serve as the day-to-day contact for the City. Provide brief resumes of the listed personnel including education, work experience and technical qualifications.
 2. Information describing your firm's financial condition. Included in such description, where applicable, the credit rating of your firm's parent entity or related subsidiaries that would provide service under this RFP.
 3. Description of any relevant changes in your firm within the past year or anticipated changes that may affect your capability to perform the services being requested.
 4. Statement as to any claims, suits, or litigation in the past five (5) years and the current status or resolution of that litigation.
 5. List of regulatory actions "Orders, Notices, or Citations" of any and all environmental or safety law-related orders, notices or citations received during the past three (3) years by your firm or related entity.
 6. Three (3) customer references of public agencies presently being served by your company with similar services to those being requested by the City. Include name and address of the public agency and their principal contact person name, address, phone number, and e-mail address.
 7. Narrative and all relevant requested documentation sufficient to demonstrate your company's ability to perform all elements detailed in this RFP.
 8. Description of your company's safety management practices and in specific, the safety measures followed in you collection operations and/or your processing facility operations.

9. Detailed description demonstrating how your firm will provide a smooth transition between services presently being provided and those your firm would provide. This should include how cart change-out will be provided, communications plans with residents regarding collection dates, times, recycling rules, rules regarding placement of trash, and any other communications deemed important to a smooth transition.
10. A description of your firm's proposed on-going customer relations plan. This plan should include your methods to improve waste diversion, address any service delivery issues that might require enhanced customer cooperation, and promote awareness of solid waste issues.

7.0 BID PROPOSAL FORM

BASE BID: Provide weekly collection, on the same day of the week, solid waste, recycling and landscape waste in accordance with the accompanying RFP for 8,367 residences as specified in Section 2.6 **with the exception of #7. - one City-Large item pick that will be bid separately as specified below.** The resident being allowed a choice of 35-gallon or 65-gallon containers. Any overflow from such containers may be placed in overflow bags which can be purchased for \$1.25 per bag. Additionally, each resident will be allowed to dispose of one bulky item per month, as identified in section 2.6.5. Each resident may place up to 12 containers of landscape waste per week for removal. The bid will be based on the monthly price per household (non-adjusted for two (2) years). **Base bid include the collection of solid waste and recycling at City owned facilities specified in Section 2.6.8 of the RFP.**

Base Bid: The contract term shall be five (5) years (rate non-adjusted for two (2) years) expiring December 31, 2021.

Monthly Cost per Residence \$ _____

One City-wide large item pickup per year \$ _____

Overflow bag stickers were assumed at \$1.25 per bag, please specify if that amount would remain at \$1.25 or change. \$ _____

INFORMATION ONLY:

1. Would the option for residents to choose 95-gallon containers for solid waste and/or recycling affect your bid? _____ Yes/No
How much would it affect the residential unit cost per month? \$ _____
2. If residents were allowed to place unlimited weekly landscape waste at the curb would it affect your bid? _____ Yes/No
How much would it affect the residential unit cost per month? \$ _____
3. Do you presently accept glass as part of your single-stream curbside recycling material? _____
4. Would you consider making glass an acceptable single-stream curbside recycling material? _____ Yes/No

5. Do the carts you supply have embedded radio frequency identification (RFID)
_____ Yes/No
6. If your carts do have RFID technology, how do you now utilize or propose to
utilize this technology?
7. If you do propose to use RFID Technology what would be the monthly cost per
residential unity? \$ _____

Additional Comments Section:

8.0 DUE DATE FOR PROPOSALS

- A Mandatory Pre-bid Meeting will be held at **10:00 a.m. on July 7, 2016**, at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas, 66208.
- Proposals are due to the Assistant City Administrator, 7700 Mission Road, Prairie Village, Kansas by **July 21, 2016, at 5:00 p.m.** Proposals must be received by this time and date. It is the sole responsibility of the Respondent to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- The Respondent must submit the Signature Page included at the end of this RFP.
- No negotiations, decisions or actions shall be initiated by any company as a result of any verbal discussions with any City employee or elected/appointed official prior to completion of the request for proposal process, other than the employee identified herein. Such activity may be cause for disqualification of consideration for award of this Agreement.

9.0 PROPOSAL SUBMITTALS

- All submittals in response to this solicitation will become the property of the City when received by the City and may be considered public information under applicable law.
- City reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal and that would not affect a Contractor's ability to perform the work adequately as specified.
- All proposals must be submitted in a sealed envelope clearly labeled "Response to Solid Waste RFP."
- The cost of developing and submitting the proposal is entirely the responsibility of the Respondent.
- Questions and clarifications may be directed to the City's contact at any time.

10.0 SIGNATURE SHEET

Item: Solid Waste Bid Proposal
City: The City of Prairie Village, Kansas
Closing Date: July 21, 2016 - 5:00 p.m.

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

The undersigned acknowledges receipt of the following addenda:

- 1.0 City Point of Contact
- 2.0 Scope of Work
- 3.0 Minimum Qualifications
- 4.0 Selection Criteria
- 5.0 Contract Award
- 6.0 Proposal Content
- 7.0 Bid Proposal Form
- 8.0 Due Date for Proposals
- 9.0 Proposal Submittals
- 10.0 Signature Sheet

Legal Name of Person, Firm or Corporations: _____

Telephone Number: _____

Fax: _____

E-Mail _____

Mailing Address: _____

City and State: _____

Zip Code: _____

FEIN Number: _____

Signature	Date
<hr/>	
Typed Name of Signature	Title

If awarded the contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name: _____

Address: _____

City, State and Zip Code _____

Telephone: _____

Fax: _____

E-Mail: _____

UPCOMING MEETINGS AND EVENTS
Monday, June 1, 2026

BZA/Planning Commission	06/02/2026	6:00 p.m.
Tree Board	06/03/2026	6:00 p.m.
Prairie Village Pride event – Harmon Park	06/06/2026	11:00 a.m.
Diversity Committee	06/09/2026	4:30 p.m.
City Council	06/15/2026	6:00 p.m.
Juneteenth observed – city offices closed	06/19/2026	


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THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: May 28, 2026

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JUNE PLAN OF ACTION

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

- 2027 Budget Process - Staff (06/26)
 - Council Presentation/Approval of Preliminary Budget - Jason/Staff
 - Revenue Neutral Rate - Jason
- 2025 Audit Presentation - Jason (06/26)
- Annual CID Report - Jason (06/26)
- E-Bike/E-Scooter/E-Moto Report to Council - Chief (06/26)
- Library Update - Keith/Wes (06/26)
- Update CP-061 - Council Purchasing Policy - Staff (06/26)
- 2026 Pride Event - Staff (06/26)
- 2026 Juneteenth Event - Staff (06/26)
- 50s Day at the Pool - Suzanne/Staff (06/26)
- 75th Anniversary Movie Night in the Park - Staff (06/26)
- July/August Village Voice - Ashley (06/26)

In Progress

- Juneteenth Celebration Event - Tim (05/26)
- Finalize 2025 Annual Comprehensive Financial Report - Jason (05/26)
- Summer recreation enrollment - Meghan/Clerk Staff (04/26)
- Annual Statuary Maintenance Program - Meghan (04/26)
- Arts Council Public Arts Master Plan - Nickie (04/26)
- 2027 Budget Process - Staff (03/26)
 - Mission Hills Budget Chief (05/26)
- Village Vision 2.0 Action Plan Review - Nickie/Chris (02/26)
- New Outdoor Warning Siren / 69th Terrace and Roe - Tim (2/26)
- Lifeguard and Pool Operational Staff Hiring - Suzanne (01/26)
- VillageFest Preparation - JD/Staff (01/26)
- New website - Ashley/Staff (11/25)
- 2024 Building Code Review Process - Nickie (04/24)

- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)

Completed

- Citizen Survey Presentation - Meghan (05/26)
- Legislative End of Session Update - Nickie (05/26)
- 2027 Budget Process - Staff (05/26)
 - Finance Committee Budget Review - Jason
 - Line Item Review w/Councilmembers - Jason
 - CIP Discussion & Road Assessment - Keith/Cliff
 - Establish Solid Waste Fees - Nickie/Adam
 - PD Pension - Cindy
- 75th Anniversary Parade - Meghan/Staff (04/26)
- 2025 Financial Audit - Jason (03/26)
- Pool Open Planning and Preparation - Suzanne/Meghan (03/26)
- Job Description Review - Cindy/Dept. Heads (04/26)
- Review of Council Work Session Report - Cole/Meghan/Wes (04/26)
- 2026 Citizen Survey - Meghan (01/26)
- Large item pickup alternatives - Ashley (04/26)
 - Recycling Extravaganza
- 2025 Annual Report - Ashley (11/25)

Ongoing

- City Hall/PD Project - Melissa/Keith/Tim/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- 75th Anniversary Preparation - Meghan/Ashley/Staff (4/25)

On Hold

- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
[Grant funding in question after Federal Executive Order]

Tabled initiatives

- Review & Update the City Code/Ordinances/City Policies