



## CITY COMMISSION MEETING AGENDA

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Tuesday, March 17, 2026 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

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Please join our meeting and subscribe to our YouTube channel:  
<https://www.youtube.com/@cityofarkansascitykansas895>



### I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions (**Voice Vote**)
4. Approval of the Agenda (**Voice Vote**)

### II. Awards and Proclamations

1. Proclaim May 7, 2026, as a Day of Prayer in Arkansas City.
2. Proclaim May 3-10, 2026, as National Music Week in Arkansas City.

### III. Recognition of Visitors/Staff

1. Recognize Master Police Officer Shannese McIntosh for performing a lifesaving event.

### IV. Consent Agenda (**Voice Vote**)

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under New Business.

1. Approve the March 3, 2026, regular meeting minutes as written.
2. Ratify Mayor Tad Stover's appointment of Victoria Berry to the Northwest Community Center Advisory Board.

### V. New Business

#### City Manager Department

1. A Resolution authorizing the City of Arkansas City to enter into an agreement with Adrian Eissinger transferring 717 S B Street to the Arkansas City Land Bank and forgiving special assessments in the amount of \$11,089.86. (**Voice Vote**)
2. A Resolution authorizing the City of Arkansas City to approve the Cowley County Humane Society HVAC replacement project consisting of the Base Bid and Alternate #1 in the total amount of \$59,977, plus applicable sales tax, with project cost shared equally between the City of Arkansas City and the City of Winfield, each paying 50% of the total project costs. (**Voice Vote**)

3. A Resolution authorizing the City of Arkansas City to approve the Agreement for Professional Administrative Services between the City of Arkansas City and Ranson Financial Group, LLC for administration of Community Development Block Grant Project No. 25-PF-027, pertaining the Wilson Park Playground Equipment, with compensation not to exceed \$35,000, and authorize the Mayor and City Clerk to execute the agreement. **(Voice Vote)**
4. A Resolution authorizing the City of Arkansas City to approve the Construction Contract Agreement with Multisports, LLC in the amount of \$235,500 for construction of the Wilson Park Pickleball Courts (LWCF Project No. 20-00839) and authorize the City Manager and City Clerk to execute the agreement and any related documents necessary to complete the project. **(Voice Vote)**

#### Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to accept the labor and materials supplied by Layne Christensen Company for the rehabilitation of Well 10, in the amount of \$44,048.00. **(Voice Vote)**

#### Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to execute a Design-Build Agreement with Crossland Construction Company, Inc. for pre-construction and design services for the new Arkansas City Fire Station, including associated exhibits, with total compensation for design and pre-construction services not to exceed \$472,500, and authorizing the City Manager to take all actions necessary to advance the project to a Guaranteed Maximum Price (GMP) for future Commission consideration. **(Voice Vote)**

#### Public Services Department

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Schmidt & Sons, for the purchase of two 2025 Kubota mowers for use by the cemetery shop, for an amount not to exceed \$35,600.00. **(Voice Vote)**

### **VI. City Manager Updates & Reminders**

### **VII. Items for Discussion by City Commissioners**

### **VIII. Comments from the Audience for Items not on the Agenda**

*The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to three (3) minutes.*

### **IX. Financial Summary**

1. February 2026 Financial Summary.

### **X. Adjournment**



# P R O C L A M A T I O N

**WHEREAS**, the National Day of Prayer is a tradition first proclaimed by the Continental Congress in 1775; and

**WHEREAS**, the United States Congress, by a joint resolution on April 17, 1952, provided that the President “shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation”; and

**WHEREAS**, in 1988, legislation setting aside the first Thursday of May in each year as a National Day of Prayer was passed unanimously by both houses of the United States Congress and signed by President Ronald Reagan; and

**WHEREAS**, the National Day of Prayer is an opportunity for all Americans to join in united prayer to acknowledge our dependence on God, give thanks for blessings received, request healing for wounds endured, and ask God to guide our leaders and bring wholeness to the United States and its citizens; and

**WHEREAS**, it is fitting and proper to give thanks to God by observing a day of prayer in the City of Arkansas City, Kansas, when all may acknowledge our blessings and express gratitude for them, while recognizing our dependence on God for our continued blessings and guidance.

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **Thursday, May 7, 2026**, as

## A DAY OF PRAYER

in Arkansas City, and encourage all citizens of the City of Arkansas City to observe this day in ways appropriate to its importance and significance, and recognizing this year’s theme: “Glorify God Among the Nations, Seeking Him in All Generations”, from 1 Chronicles 16:24.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

\_\_\_\_\_  
TAD STOVER, MAYOR  
March 17, 2026



P R O C L A M A T I O N

**WHEREAS**, music plays an increasingly important role in our world today; and

**WHEREAS**, music is one of the most sublime of human pursuits, and is subscribed to by all races and creeds; and

**WHEREAS**, music is the language of all peoples, and is one of the greatest forces in creating peace and harmony; and

**WHEREAS**, the National Federation of Music Clubs — dedicated to encouraging young musicians, increasing musical knowledge, and advancing American music — and its cooperating organizations join forces annually in **May** to direct attention to the dynamic influence of music in everyday living; and

**WHEREAS**, music appreciation activities date back as early as 1915 with the National Week of Song, leading up to the first official week of celebration in 1924, with the enduring objective that continues to create an understating and appreciation of music’s value in the home, community and nation.

**NOW, THEREFORE**, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **May 3-10, 2026**, as

**NATIONAL MUSIC WEEK**

in Arkansas City and ask that all citizens of this community observe and take part in activities recognizing the importance of music, musicians, and musical organizations to the cultural life of our city, state, nation, and world, and recognizing this year’s theme: “Music...is our constant companion.”

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

\_\_\_\_\_  
TAD STOVER, MAYOR

March 17, 2026



## City Commission Agenda Item

Meeting Date: March 17<sup>th</sup>, 2026  
From: Chief of Police Jim Holloway  
Item: Lifesaving Event

**Purpose:** Recognize Master Police Officer Shannese McIntosh for performing a lifesaving event.

**Background:** MPO Shannese McIntosh saved a citizen's life who sustained a severe laceration to his leg. McIntosh properly assessed the situation and executed lifesaving tactics to save the man's life. The department would like to recognize MPO McIntosh's work in front of the Mayor and City Commission.

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Tiffany Parsons, City Clerk  
Item: Approve March 3, 2026, Regular Meeting Minutes

**Motion:** Approve the March 3, 2026, regular meeting minutes as written.

**Background:** Each meeting, the City Commission reviews and approves the minutes of its prior meeting(s).

**Commission Options:**

- 1. Approve with consent agenda.
- 2. Remove item from consent agenda for further consideration.

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



**CITY COMMISSION MEETING MINUTES**

Tuesday, March 3, 2026 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

**Routine Business**

**1. Roll Call**

**PRESENT:**

- Mayor Tad Stover
- Vice-Mayor Steve Lungren
- Commissioner Chad Beeson
- Commissioner David Colquhoun
- Commissioner Charles Tweedy III

**ABSENT:**

City staff present: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Environmental Services Superintendent Kyle Blubaugh, Fire Chief Stuart Cassaboom, Police Chief Jim Halloway, Police Captain Leglighter, Police Lieutenant Ivan Velasquez, Police Officer Sean Randall, Police Office Hailey Lander, Police Officer Evan Newman, Animal Control Officer Erica Petry, and Public Services Street & Stormwater Supervisor Brian Edwards.

- 2. Opening Prayer led by Pastor Casey Borger of Trinity Baptist Church and Pledge of Allegiance led by Mayor Tad Stover.
- 3. Additions or Deletions to the agenda.  
City Manager Frazer noted that there were no additions or deletions to the agenda.
- 4. Approval of the Agenda.

*Motion made by Commissioner Colquhoun, seconded by Vice-Mayor Lungren, to approve the agenda as amended.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved.*

**Awards and Proclamations**

- 1. Mayor Stover proclaimed April 2026 as Fair Housing Month in Arkansas City.
- 2. Mayor Stover proclaimed April 22, 2026 as Earth Day, and April 24, 2026 as Arbor Day in Arkansas City.

**Recognition of Visitors/Staff**

- 1. Police Chief Holloway introduced newly hired Police Officer Evan Newman. Newman began with the department on February 11, 2026 and will attend the 358<sup>th</sup> Basic Training Class at the Kansas Law Enforcement Training Center (KLETC) on March 9<sup>th</sup>. City Clerk Parsons conducted the official swearing in of Officer Newman.

**Consent Agenda**

*Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VI: New Business.*

- 1. Approve the February 17, 2026, regular meeting minutes as written.

*Motion made by Commissioner Beeson, seconded Commissioner Tweedy III, to approve the Consent Agenda as written.*

Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, Commissioner Tweedy III. Mayor Stover declared the motion approved.

City Clerk Parsons offered the following items for consideration.

**New Business**

**Environmental Services Department**

1. A Resolution authorizing the City of Arkansas City to accept labor and materials supplied by Core & Main for the replacement of the City’s Advanced Metering Infrastructure (AMI) Base Station at the Bryant Standpipe, for an amount not to exceed \$37,500.00.

*Motion made by Commissioner Beeson, seconded by Commissioner Colquhoun, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-03-3808.***

**Fire/EMS Department**

1. A Resolution authorizing the City of Arkansas City to purchase a M977 Heavy Expanded Mobility Tactical Truck (HEMTT), from the Peninsula Fire Department in Cleveland, Oklahoma, for an amount not to exceed \$80,000.00.

*Motion made by Commissioner Tweedy III, seconded by Mayor Stover, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-03-3809.***

**Public Services Department**

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Key Equipment to purchase of a 2026 PipeHunter 7724 Trailer Jetter 700, for street and stormwater cleanup, for an amount not to exceed \$99,449.76.

*Motion made by Vice Mayor Lungren, seconded by Mayor Stover, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-03-3810.***

2. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Berry Tractor to purchase a 2026 Komatsu WA270-8 Wheel Loader, for an amount not to exceed \$247,023.59.

*Motion made by Commissioner Beeson, seconded by Commissioner Colquhoun, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-03-3811.***

3. A Resolution authorizing the City of Arkansas City to enter into a lease-purchase agreement with Union State Bank for the purchase of a 2026 Komatsu WA270-8 Wheel Loader for a total financed amount of \$247,023.59.

*Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-03-3812.***

**City Manager Updates & Reminders**

1. **March 6 – Cowley County Economic Development Partnership Strategic Planning Session**, from 1:00–4:00 PM at Deetsz Library, Southwestern College. Commissioners invited to attend.
2. **March 7 – SCK Health Gala** at the Burford. Commissioners have received tickets to attend.
3. **March 11 – CDBG Awards Ceremony** is 11:00 AM at the Docking Center, Topeka, KS. Arkansas City has been awarded two grants: CDBG Housing Grant and the CBDG Park Equipment Grant. Ceremony will include

presentation of ceremonial checks and a photo opportunity with the Lieutenant Governor and legislative representative.

4. **March 13 – Arkansas City Police Department (ACPD) Awards Banquet** is at the Cowley College Brown Center, doors open at 6:00 PM. Commissioner invited to attend.
5. **CDBG Housing Grant Process: March 24** - CDBG Contractor Meeting and Housing Application Meeting. The Contractor Meeting is at 5:00 PM and the Citizen Application Meeting will follow at approximately 5:30 PM. Both meetings will take place in the Commission Meeting Room at City Hall. Approximately 70 pre-applications were received. Applicants will be invited to the meeting to receive full applications and program instructions. Goal is to select approximately 12 housing projects.
6. **April 6 and April 20 – Outstanding Students Award Reception and Banquet.**
7. **April 17–18** – League of Kansas Municipalities (LKM) Leaders Academy in Salina, KS. Commissioners registered and hotel rooms reserved. Travel planned for Thursday evening with the event on Friday.
8. **Fire Department Community Survey** has been launched regarding the future fire station location and related topics. Survey promoted through Facebook and press releases. Residents are encouraged to provide feedback. A community open house and informational session is set at the current Fire Station location for Monday March 9 at 5:30 PM.
9. **East Pressure Zone Water Project Update:** Continued progress on the East Pressure Zone Water Infrastructure Project serving the east side of Walnut Street and the Crestwood Addition. Estimated total project costs is approximately \$4.08 million, following engineering estimates and planning. City plans to apply for up to \$800,000 in CDBG grant funding to aid in the cost. The project will not likely qualify for State Revolving Fund (SRF) loans. Alternative financing options are being considered including rural development funding and bond financing. Easement negotiations are still pending along highway 77.
10. **Pickleball Court Project:** Crews have removed the old tennis courts, and Multisport is scheduled to begin installation of the new pickleball courts around April 15. The project is expected to take approximately five weeks.
11. **Splash Pad Project:** Work on the splash pad has begun, with initial site work completed last week. The project is ongoing.
12. **Wilson Park Playground Project:** Staff met with the architect to develop concepts and a budget for new playground equipment using grant funds. A follow-up meeting is scheduled for February 25 to finalize plans before putting the project out for bids.

#### Items for Discussion by City Commissioners

Commissioner Beeson mentioned the progress on the Splash Pad Project at Wilson Park, noting that water lines appeared installed and concrete preparation underway. His remarks led City Manager Frazer to provide additional updates on park-related improvements, including the upcoming playground equipment phases, and the pickleball court construction still on track begin April 15<sup>th</sup>.

#### Comments from the Audience for Items not on the Agenda

*The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to three (3) minutes.*

- Lloyd Colston, 1825 N 8<sup>th</sup> – addressed the Commission regarding severe weather awareness week happening in Kansas this week. Encouraging residents to use this week as an opportunity to learn about risks and preparedness, further emphasizing the importance of community awareness.

**Adjournment**

*Motion made by Commissioner Tweedy III, seconded by Commissioner Colquhoun to adjourn the meeting.*

*Voice vote was unanimous in favor of the motion. Mayor Beeson declared the motion approved and meeting adjourned.*

THE CITY OF ARKANSAS CITY  
BOARD OF CITY COMMISSIONERS

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk

DRAFT



# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Tiffany Parsons, City Clerk  
Item: City Board Appointment – Victoria Berry to Northwest Community Center Advisory Board

**Motion:** *Consent Agenda Item:* Ratify Mayor Tad Stover's appointment of Victoria Berry to the Northwest Community Center Advisory Board.

**Background:** Victoria Berry has expressed an interest in serving on this board with a desire to stay connected with her community and continue to improve the community and the Northwest Community Center by bringing her networking skills and new ideas to the board. Residing in Arkansas City for over 40 years, she continues to serve our community as volunteer at SCK Health.

Berry had been an active volunteer in the community serving on the Community Development Disability Organization (CDDO) Advisory Board and Community Council, Cowley Country Historical Society, Sumner County Historical Society, ESL Tutoring and Cowley College Community Classes.

The board and Mayor Stover recommend the appointment of Victoria Berry to the Northwest Community Center Advisory Board.

**Commission Options:**

- 1. Approve with consent agenda.
- 2. Remove from consent agenda to new business for further consideration.

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



# City Commission

## Agenda Item

Meeting Date: 3/17/2026  
From: Josh White, Community Development Director  
Item: 717 S B St Land Transfer to Land Bank

**Motion:** A Resolution authorizing the City of Arkansas City to enter into an agreement with Adrian Eissinger transferring 717 S B Street to the Arkansas City Land Bank and forgiving special assessments in the amount of \$11,089.86. **(Voice Vote)**

**Background:**

Adrian Eissinger purchased the property at 717 S B Street at tax sale, not knowing special assessments in the amount of \$11,089.86 had been levied against the property for demolition. Mr. Eissinger wishes to surrender the property to the Land Bank in exchange for the City forgiving the special assessments.

The attached agreement would transfer the property and forgive the special assessment in lieu of payment.

**Commission Options:**

1. Authorize the Agreement
2. Table the Agreement for further discussion.

**Fiscal Impact:** Amount: \$ **Recording fees**

Fund: **31** Department: **100** Expense Code: **7401**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Agreement, Deed

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT WITH ADRIAN EISSINGER TRANSFERRING 717 SOUTH B STREET TO THE ARKANSAS CITY LAND BANK AND FORGIVING SPECIAL ASSESSMENTS IN THE AMOUNT OF \$11,089.86.**

**WHEREAS**, Adrian Eissinger purchased 717 S B Street at a tax sale, not knowing special assessments in the amount of \$11,089.86 had been levied against the property for demolition; and

**WHEREAS**, Mr. Eissinger wishes to surrender the property to the Land Bank in exchange for the City forgiving the special assessment.

**NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an agreement with Adrian Eissinger transferring 717 South B Street to the Arkansas City Land Bank and forgiving special assessments in the amount of \$11,089.86.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 17<sup>th</sup> day of March 2026.

(Seal) \_\_\_\_\_  
Tad Stover, Mayor

ATTEST:  
\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_  
\_\_\_\_\_  
Tiffany Parsons, City Clerk

**AGREEMENT**

This Agreement is by and between Adrian Eissinger, a single person (Grantor) and the City of Arkansas City, Kansas, a municipal corporation (Grantee), both of whom agree as follows:

**WHEREAS**, the Grantor is the owner of the property located at 717 S. “B” Street, Arkansas City, Kansas, legally described below:

**Lot 8, Block 167, M.R. Leonard’s Addition to Arkansas City, Cowley County, Kansas.**

**WHEREAS**, the Grantor purchased the property at tax sale not knowing special assessments in the amount of \$11,089.86 had been levied against the property for demolition.

**WHEREAS**, the parties wish to enter into an agreement wherein the Grantor will execute a deed to the property to the City of Arkansas City, Kansas Landbank; in exchange, the Grantee will hold Grantor harmless from the special assessments which were levied against the property for demolition in the amount of \$11,089.86.

**NOW THEREFORE**, the parties do mutually agree as follows:

1. The Grantor agrees to surrender the property to the City of Arkansas City, Kansas Landbank by way of deed.
2. Grantee agrees to hold Grantor harmless from all special assessments on the property in the amount of \$11,089.86.
3. The terms and conditions set forth herein shall be binding upon the heirs, successors, executors, and assigns of the parties hereto and may be amended only by written instrument executed by all parties hereto.

Signed this \_\_\_\_\_ day of January 2026.

Grantor, Adrian Eissinger

\_\_\_\_\_  
Adrian Eissinger

STATE OF KANSAS            )  
COUNTY OF COWLEY       ) ss:

BE IT REMEMBERED that on the \_\_\_\_\_ day of January 2026, before me, the undersigned, a Notary Public, came Adrian Eissinger to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

Agreement  
Adrian Eissinger and City of Arkansas City

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Page 2

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Grantee, CITY OF ARKANSAS CITY

\_\_\_\_\_  
Tad Stover, Mayor

STATE OF KANSAS            )  
COUNTY OF COWLEY        ) ss:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of January 2026, before me, the undersigned, a Notary Public, came Tad Stover, Mayor of the City of Arkansas City, Kansas, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**STATUTORY QUIT CLAIM DEED**

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GRANTOR,

**ADRIAN EISSINGER, a single person,**

FOR THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, CONVEY, AND QUITCLAIM UNTO:

GRANTEE,

**THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES,**

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

**Lot 8, Block 167, M.R. Leonard’s Addition to Arkansas City, Cowley County, Kansas.**

\_\_\_\_\_  
By: Adrian Eissinger

STATE OF KANSAS     )  
COUNTY OF COWLEY ) ss:

On this \_\_\_\_ day of January 2026, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: Adrian Eissinger, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be her free and voluntary act and deed.

In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last-above appearing.

\_\_\_\_\_  
Notary Public

My appointment expires:



# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Randy Frazer, City Manager  
Item: Cowley County Humane Society - HVAC Replacement Project

**Motion:** A Resolution authorizing the City of Arkansas City to approve the Cowley County Humane Society HVAC replacement project consisting of the Base Bid and Alternate #1 in the total amount of \$59,977, plus applicable sales tax, and authorize the City Manager and City Clerk to execute all necessary agreements and documents, with project cost shared equally between the City of Arkansas City and the City of Winfield, each paying 50% of the total project costs. **(Voice Vote)**

**Background:** The Cowley County Humane Society facility serves residents of both Arkansas City and Winfield and is a jointly supported regional asset. The existing commercial packaged ventilation, heating, and air conditioning (HVAC) system serving the large dog kennel area has reached the end of its useful life and requires replacement to ensure proper ventilation, temperature control, and overall animal welfare.

A proposal dated January 28, 2026, was received from Ark City Service for replacement of the existing system. The Base Bid includes removal of the existing unit and installation of a new commercial packaged HVAC system designed to provide enhanced ventilation, energy efficiency, and integration with the existing exhaust and pressure control systems.

Alternate #1 relocates the HVAC unit away from the washdown area and from beneath the open-air shed roof. This relocation will improve the quality of ventilation air drawn into the kennel space, reduce exposure to odors and moisture, and improve long-term system performance and durability.

The City of Arkansas City and the City of Winfield have agreed to treat this as a shared capital improvement project, with each city responsible for 50% of the total project cost.

**Project Costs**

- Base Bid: \$44,539
- Alternate #1: \$15,438
- Total Project Cost: \$59,977 (plus applicable sales tax)
- Arkansas City Share (50%): \$29,988.50 (plus applicable sales tax)
- City of Winfield Share (50%): \$29,988.50 (plus applicable sales tax)

**Commission Options:**

1. Approve the Resolution
2. Disapprove of the Resolution
3. Table the Resolution for further discussion

**Fiscal Impact:** Amount: **\$29,988.50**

Fund: **01 - General Fund**      Department: **201 - Commission**      Expense Code: **6217 - Contributions**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & Proposal

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE THE COWLEY COUNTY HUMANE SOCIETY HVAC REPLACEMENT PROJECT CONSISTING OF THE BASE BID AND ALTERNATE #1 IN THE TOTAL AMOUNT OF \$59,977, PLUS APPLICABLE SALES TAX, AND TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS, WITH THE PROJECT COST TO BE SHARED EQUALLY BETWEEN THE CITY OF ARKANSAS CITY AND THE CITY OF WINFIELD, EACH PAYING 50% OF THE TOTAL PROJECT COST.

WHEREAS, the Cowley County Humane Society facility serves residents of both Arkansas City and Winfield and operates as a jointly supported regional asset; and

WHEREAS, the existing commercial packaged ventilation, heating, and air conditioning (HVAC) system serving the large dog kennel area has reached the end of its useful life and requires replacement to ensure proper ventilation, temperature control, and overall animal welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby approves the Cowley County Humane Society HVAC replacement project consisting of the **Base Bid** in the amount of **\$44,539** and **Alternate #1** in the amount of **\$15,438**, for a **total project cost of \$59,977, plus applicable sales tax.**

SECTION TWO: The Governing Body acknowledges that the City of Arkansas City and the City of Winfield have agreed to treat this project as a shared capital improvement project, with each city responsible for **50% of the total project cost**, resulting in an estimated share of **\$29,988.50 plus applicable sales tax** for each city.

SECTION THREE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor, City Manager and/or City Staff to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION FOUR: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of March 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk

DRAFT

# ARK CITY SERVICE

## Air Conditioning • Heating

2915 N Summit  
Arkansas City, KS 67005  
www.arkcityservice.com

Tel.: 620.442.2000  
Fax: 620.442.6000

Cowley County Humane Society  
7648 222<sup>nd</sup> Rd.  
Winfield, KS 67156

January 28, 2026

Proposal for the replacement of the commercial packaged ventilation, heating, and air conditioning system serving the large dog kennel area as requested. Proposal Includes:

**Base Bid:**

- Remove and dispose of the existing packaged commercial ground mounted ventilation, heating and air conditioning unit currently installed below the open air shed/roof structure east of the facility.
- Provide and install a new Trane commercial packaged ventilation, heating, and air conditioning unit as requested to provide the necessary outside ventilation of the dog kennel space. This unit will be a "Precedent" model manufactured in the USA. Unit will include a stainless steel gas fired heat exchanger with a modulating burner achieving a turndown ratio of 10:1. This unit will include a 100% outside air economizer set with a minimum ventilation setpoint of 50%. This economizer will modulate to 100% and provide added ventilation when outdoor weather conditions will allow without using additional utility expense to heat/cool excess ventilation air. The cooling system will operate on refrigerant R454b and will be staged with dual compressors to achieve desired discharge air temperatures.
- Provide service and inspection of the existing building exhaust system serving the large dog kennel areas. Replace drive belt and lubricate blower and electric motor bearings.
- Verify digital controller properly operates the Variable Frequency Drive (VFD) serving the exhaust system based on building pressure. Ensure new make up air ventilation system will integrate with the existing building exhaust and pressure control system.
- Provide necessary control and power wiring connections to replacement unit.
- Provide natural gas piping connections to proposed system.
- Provide technician labor for startup services and warranty for a period of 1 year from startup.
- Trane will provide 5 year compressor, 10 year heat exchanger, and 3 year parts warranty. Warranties are subject to the manufacturer's terms and conditions.
- Materials and labor for installation included.

Base Bid Project Total: \$44,539 plus sales tax (if applicable)

**Alternate #1:**

The existing unit is located on the east side of the facility under the roof of an open air shed. This location meets the requirements for bringing in outside ventilation air to the interior kennel space, however, this location is basically within a "washdown" area of the facility and is subject to extreme odors. The ventilation air being brought in from a unit in this location is not as fresh and clean as we would prefer to see for a facility of this type. We feel relocation of the unit further away from the washdown area and out from beneath the roof structure would allow for better quality of ventilation air to be utilized. The "Alternate #1" is for relocating the unit previously quoted within the "Base Bid" to the south end of the open air shed/roof structure. This Alternate #1 includes:

- Concrete slab for new packaged commercial unit including 4000psi ready mix concrete, rebar reinforcement at 16 inches on center, form boards, and labor for concrete finishing.
- Relocation of existing 3-phase power wiring circuit to proposed unit location
- Extension of natural gas piping to the proposed new location.
- Supply and return ducts will be routed from the new unit location beneath the roof structure. Ducts will be held tight to the bottom chord of the trusses. Ducts will be shop fabricated sheet metal for the pressure class required by this unit. All new duct will be fully insulated and sealed weather tight.
- Materials and labor for relocation of the proposed unit included.
- Excludes: Rework of chain link dog pen fencing as necessary.

Alternate #1 Project Total: Add \$15,438 to the base project total.

**Alternate #2:**

- Provide and install a more robust and heavy duty packaged commercial ventilation, heating, and air conditioning unit in lieu of the proposed Trane "Precedent" model.
- Alternate #2 unit will be manufactured by Greenheck Corporation as a "Valent" commercial packaged system.
- Alternate #2 unit will be custom made to our specifications and include the additional following features not included with the Base Bid model:
  - Dual wall cabinet with 2" thick foam filled insulation.
  - Hinged service access panels.
  - Variable capacity scroll lead air conditioning compressor in lieu of staged.
  - Hot gas reheat coil and controls to allow for some dehumidification during cooling season.
  - Direct drive plenum supply fan with a factory installed variable frequency drive.
  - Prorated warranty: 5 year compressor, 1 year parts, 25 year heat exchanger. Warranty is subject to the manufacturer's terms and conditions.

Alternate #2 Project Total: Add \$29,222 to base project total.



# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Randy Frazer, City Manager  
Item: Grant Administration Agreement Wilson Park  
Playground Equipment – CDBG Project No. 25-PF-027

**Motion:** A Resolution authorizing the City of Arkansas City to approve the Agreement for Professional Administrative Services between the City of Arkansas City and Ranson Financial Group, LLC for administration of Community Development Block Grant Project No. 25-PF-027, pertaining the Wilson Park Playground Equipment, with compensation not to exceed \$35,000, and authorize the Mayor and City Clerk to execute the agreement. **(Voice Vote)**

**Background:** The City of Arkansas City has been awarded funding through the Kansas Department of Commerce Community Development Block Grant (CDBG) program for Project No. 25-PF-027. As part of the grant requirements, the City must provide qualified grant administration services to ensure the project complies with federal and state regulations and reporting requirements.

The proposed agreement is with Ranson Financial Group, LLC, a firm experienced in providing grant administration services for Kansas communities. Under this agreement, Ranson Financial Group will assist the City with the administration of the CDBG program throughout the duration of the project.

Services to be provided include financial management, environmental review coordination, labor standards compliance, civil rights compliance, procurement assistance, public participation documentation, contract preparation, and preparation of required performance reports and close-out documentation in accordance with Kansas Department of Commerce and federal CDBG program requirements.

Ranson Financial Group will serve as the City’s administrative consultant and representative for grant compliance matters throughout the project lifecycle, helping ensure all requirements for reimbursement and federal compliance are properly met.

The agreement establishes a maximum compensation amount of \$35,000 for professional grant administration services associated with this project.

**Commission Options:**

- 1. Approve the Resolution
- 2. Disapprove of the Resolution
- 3. Table the Resolution for further discussion

**Fiscal Impact:** The total cost of grant administration services under this agreement shall not exceed \$35,000 and is an eligible expense under the CDBG program budget.

**Fund:** 68 – Capital Improvement Fund    **Department:** 530 – Parks & Facilities    **Expense Code:** 6212 – Payments to Contractors

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution and Ranson Financial Administration Contract Arkansas City 25-PF-027

**Approved for Agenda by:**



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Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE THE AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SERVICES BETWEEN THE CITY OF ARKANSAS CITY AND RANSON FINANCIAL GROUP, LLC FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 25-PF-027, PERTAINING TO THE WILSON PARK PLAYGROUND EQUIPMENT, WITH COMPENSATION NOT TO EXCEED \$35,000, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City has been awarded funding through the Community Development Block Grant (CDBG) program for Project No. 25-PF-027, pertaining to the Wilson Park Playground Equipment, and is required to provide qualified grant administration services to ensure compliance with federal and state regulations and reporting requirements; and

**WHEREAS**, Ranson Financial Group, LLC is experienced in providing grant administration services for Kansas communities and has proposed to assist the City with administration of the CDBG program throughout the duration of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to approve the Agreement for Professional Administrative Services between the City of Arkansas City and Ranson Financial Group, LLC for administration of Community Development Block Grant Project No. 25-PF-027, pertaining the Wilson Park Playground Equipment, with compensation not to exceed \$35,000, and authorize the Mayor and City Clerk to execute the agreement.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of The City of City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of March 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk

DRAFT

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONSULTANT  
FOR PROFESSIONAL ADMINISTRATIVE SERVICES**

This is an agreement made as of \_\_\_\_\_, 2026 between City of Arkansas City, Kansas (Owner) and Ranson Financial Group, LLC. (Consultant). The Owner intends to perform a community development project, and the Owner and Consultant in consideration of their mutual covenants herein agree in respect to the performance of professional administrative services by consultant and the payment for those services by Owner as set forth below. Consultant shall provide professional administrative services by Owner as set forth below. Consultant shall provide professional administrative services for Owner in all phases of the project to which this agreement applies, serve as the Owner's representative for the project as set forth below, and shall provide professional consultation of services hereunder.

**Section 1 – Basic Services for Consultant**

The consultant shall perform administrative services as hereinafter stated which include the administration of the Owner's Community Development Grant program, Project No. 25-PF-027. The specific services of the Consultant are indicated in Exhibit "A", "Scope of Services".

**Section 2 – Owner's Responsibilities**

The owner shall:

- 2.1 Provide all criteria and full information as to Owner's requirements for the project and furnish copies of all documents related to the project.
- 2.2 Assist Consultant by placing at her disposal all available information pertinent to the project including previous reports and any other data relative to the project.
- 2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope of timing of the consultant's services.
- 2.4 Bear all costs incidental to compliance with the requirements of Section 2.

**Section 3 – Period of Service**

- 3.1 The provisions of Section 3 and the rates of compensation for the Consultant's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.
- 3.2 The Consultant agrees to complete the project by the ending date identified in the Owner's "Grant Agreement" with the Kansas Department of Commerce for the Community Development Block Grant program from which part of the project has been financed.
- 3.3 If the Owner has requested significant modifications or changes in the extent of the project, the time of performance of Consultant's services and her rates of compensation shall be adjusted appropriately.

**Section 4 – Payments to Consultant**

- 4.1 The maximum amount the Owner shall pay the Consultant for performance of the Agreement shall not exceed \$35,000.

4.2 Consultant shall submit monthly statements for services and expenses incurred at the time of billing. Owner shall make prompt payments in response to consultant’s monthly statements.

**Section 5 – General Considerations**

- 5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party.
- 5.2 The Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant program as distributed by the Kansas Department of Commerce.
- 5.3 The Owner and Consultant each bind themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.
- 5.4 Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the other, except as sated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

**Section 6 – Special Provisions and Exhibits**

- 6.1 The following exhibits are attached to and made part of this Agreement.
  - 6.1.1 Exhibit A – Scope of Services consisting of one (1) page.
  - 6.1.2 Part II – Terms and Conditions consisting of nine (9) pages.

6.2 This Agreement (consisting of pages 1 to 10 inclusive), together with the exhibits identified above constitute the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF ARKANSAS CITY, KANSAS

RANSON FINANCIAL GROUP LLC

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Crystal Hinnen  
CDBG Administrator

ATTEST:

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

(SEAL)

## SERVICES

The Consultant shall complete, in a professional and timely manner, the following services relative to the Owner's Community Development Block Grant program. Such actions shall be performed in a manner prescribed by the Kansas Department of Commerce (Note: Delete inapplicable phrases and initial).

1. Financial Management (accounting, file maintenance, cost documentation, Part 85/A-87 conformance, RFP preparation, and related matters).
2. Environmental Review.
3. Labor Standards Compliance.
4. Civil Rights Compliance.
5. Public Participation Requirements (Owner to pay for public notices).
6. Preparation of Contract Documents except for engineering/architecture specifications.
7. Preparation of Procurement Documents for Professional and Construction Contracts and a Recommendation of Successful Proposals or Bids.
8. Completion of close-out forms and required performance reports.
9. Preparation of guidelines, procedures and forms for housing rehabilitation activities.
10. Preparation of guidelines, procedures and forms for relocation activities, and administration of relocation procedures pursuant to the "Uniform Act".
11. Administer procedures required by the "Uniform Act" in relation too the acquisition of property.
12. Work with project inspector on coordinating work write-ups, bidding, contractor recruitment, recommendations for contractor selection, periodic inspection of homes under construction, final approval and homeowner counseling.

CONTRACT FOR PROFESSIONAL SERVICES

(Should be included in all Professional Services Contracts over \$10,000)

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner their obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.
4. Personnel.
  - a. The Consultant represents that they have, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Consultant or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto; provided, however, that claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequately identify and account for all costs pertaining to the Contract and such other records may be deemed necessary by the Owner to assure property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and Local Governments, and the Consultant shall hold the Owner harmless with respect to any damage arising from tort done in performing any of the work embraced by this Contract.
11. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
12. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
13. Interest of Consultant and Employees. The Consultant covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
14. Title VI of the Civil Rights Act of 1964. Provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
15. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended. Prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (Effective March 12, 1989) by the Fair Housing Amendments Act, which expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing action before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.
16. Section 109, Housing and Community Development (HCD) Act of 1974, as amended. Provides that no persons in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from the participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

17. Section 504 of the Rehabilitation Act of 1973, as amended. Provides for non-discrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
18. Age Discrimination Act of 1975. No person in the United States shall, basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal Financial Assistance.
19. Executive Order No. 11063, as amended. Directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.
20. The Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold-without discrimination, segregation or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.
21. Section 3 of the Housing and Urban Development Act of 1968, as amended. Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.
22. Executive Order 11246, as amended. Provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantees performance; grantees shall comply with Executive Order 11236, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors of federal or federally-assistance construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.
23. Section 503 of the Rehabilitation Act of 1973, as amended. Provides non-discrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion, or transfer, recruitment, advertising,

- layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.
  - c. In the event of the contractor's non-compliance with the requirements of this clause, action for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in the employment of qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mental disabled individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
24. The Fair Housing Amendments Act of 1988. The Fair Housing Amendments Act of 1988 prohibits discrimination in housing on the basis of race or color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18) and disability.
  25. Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended. Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.
  26. E-verify – CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all contractors' employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.
  27. This Agreement is for professional services related to a project that is subject to Build America Buy America (BABA) requirements under Title XX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub 1. 177-58. While professional services are not subject to BABA, the provider understands that they are responsible for ensuring that, absent of a waiver by the Department of Housing and Urban Development. Provider shall not approve for use in this project any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy American Build America Preference in Federal Financial Assistance Program for Infrastructure.



## City Commission Agenda Item

Meeting Date: March 17, 2026

From: Randy Frazer, City Manager

Item: Construction Contract with Multisports, LLC – Wilson Park Pickleball Courts (LWCF Project No. 20-00839)

**Motion:** A Resolution authorizing the City of Arkansas City to approve the Construction Contract Agreement with Multisports, LLC in the amount of \$235,500 for construction of the Wilson Park Pickleball Courts (LWCF Project No. 20-00839) and authorize the City Manager and City Clerk to execute the agreement and any related documents necessary to complete the project. **(Voice Vote)**

**Background:** As part of the City Commission's ongoing investment in recreational amenities and quality-of-life improvements, the City has pursued the development of pickleball courts at Wilson Park. The project is partially funded through the Land and Water Conservation Fund (LWCF), administered by the National Park Service through the Kansas Department of Wildlife and Parks.

In addition to the LWCF funding, the project has received strong community support. Community contributions held at the Legacy Foundation, raised through the efforts of local pickleball enthusiasts and supporters of the project, are helping fund the development of the courts. These community-led fundraising efforts have played an important role in advancing the project and demonstrate strong local interest in expanding recreational opportunities within the community.

The LWCF program supports community recreation infrastructure and requires that all construction contracts funded through the program include specific federal provisions, compliance requirements, and reporting obligations.

Staff have worked with the selected contractor, Multisports, LLC, to prepare a Construction Contract Agreement that incorporates the required federal provisions and project scope.

The proposed agreement provides for the construction of four (4) post-tension pickleball courts and associated improvements including fencing, lighting, surfacing, and a viewing pad at Wilson Park.

- Court grading and aggregate base installation
- Post-tension concrete courts
- Acrylic surfacing and striping
- Perimeter and divider fencing with windscreens
- LED sports lighting
- Concrete viewing pad and associated site restoration

Construction will begin following issuance of a Notice to Proceed and is expected to be substantially completed within approximately six (6) weeks of commencement, subject to weather conditions and approved delays.

Because this project includes federal funding, the contract incorporates required provisions including compliance with 2 CFR Part 200 federal grant regulations, Build America Buy America Act domestic sourcing requirements, Equal Opportunity and Civil Rights provisions, federal record retention and audit access, and required federal flow-down provisions for subcontractors.

Prior to execution, the draft agreement has been circulated to the City's grant administrator and contractor to confirm LWCF compliance, scope and schedule alignment, federal reimbursement documentation requirements, and proper inclusion of federal contractual provisions.

Finalizing the agreement will allow the City to move forward with construction of the Wilson Park pickleball courts and remain compliant with LWCF grant requirements.

**Commission Options:**

1. Approve the Resolution
2. Disapprove of the Resolution
3. Table the Resolution for further discussion

**Fiscal Impact:** The total construction contract amount is \$235,500.

Funding for the project is provided through:

- Land and Water Conservation Fund (LWCF) grant funding
- Community contributions held at the Legacy Foundation, raised through the efforts of local pickleball enthusiasts and supporters of the project

Fund: **68 – CIP** Department: **530 - Parks and Facilities** Expense Code: **6212 - Payments to Contractors**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution and LWCF Construction Contract with Multisports, LLC

**Approved for Agenda by:**



\_\_\_\_\_  
Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE THE CONSTRUCTION CONTRACT AGREEMENT WITH MULTISPORTS, LLC IN THE AMOUNT OF \$235,500 FOR CONSTRUCTION OF THE WILSON PARK PICKLEBALL COURTS (LWCF PROJECT NO. 20-00839), AND AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS NECESSARY TO COMPLETE THE PROJECT.**

**WHEREAS**, the City of Arkansas City has pursued the development of pickleball courts at Wilson Park as part of the City Commission’s ongoing investment in recreational amenities and quality-of-life improvements, with partial funding provided through the Land and Water Conservation Fund (LWCF), administered by the National Park Service through the Kansas Department of Wildlife and Parks; and

**WHEREAS**, the City has received a proposal from Multisports, LLC to construct four pickleball courts and associated improvements at Wilson Park, and the proposed Construction Contract Agreement includes the required federal provisions and compliance requirements necessary for projects funded in part through the LWCF program.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to approve the Construction Contract Agreement with Multisports, LLC in the amount of \$235,500 for construction of the Wilson Park Pickleball Courts (LWCF Project No. 20-00839) and authorize the City Manager and City Clerk to execute the agreement and any related documents necessary to complete the project.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of The City of City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of March 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk

DRAFT

**CITY OF ARKANSAS CITY, KANSAS  
CONSTRUCTION CONTRACT AGREEMENT  
WILSON PARK PICKLEBALL COURTS  
LWCF Project No. 20-00839**

**ARTICLE 1 — PROJECT AND FEDERAL PARTICIPATION**

Contractor shall furnish all labor, materials, equipment, supervision, and services necessary to construct the Wilson Park Pickleball Courts project. This project is funded in part by the Land and Water Conservation Fund (LWCF) administered by the National Park Service through the Kansas Department of Wildlife and Parks.

**ARTICLE 2 — CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

In the event of conflict, applicable federal grant requirements shall take precedence where required by law. Contract Documents include this Agreement and the following Exhibits: Exhibit A — Scope of Work; Exhibit B — Federal Provisions Attachment;

**ARTICLE 3 — CONTRACT SUM**

Owner agrees to pay Contractor a lump sum of \$235,500.00 subject to approved written change orders.

**ARTICLE 4 — TIME OF PERFORMANCE**

Construction shall commence upon issuance of Notice to Proceed. Substantial completion shall occur within six (6) weeks of commencement, subject to approved weather delays.

**ARTICLE 5 — SCOPE OF WORK**

Court grading and aggregate base installation; Post-tension slabs; Surfacing and striping; Fence and windscreen installation; LED lighting; Concrete viewing pad.

**ARTICLE 6 — FEDERAL LAW COMPLIANCE**

Contractor shall comply with all applicable federal statutes including the LWCF Act (54 U.S.C. §200301 et seq.), 2 CFR Part 200, DOI Standard Terms and Conditions, and DA-146a Contractual Provisions.

**ARTICLE 7 — CHANGE ORDERS**

All change orders must be issued in writing by Owner. Any change affecting LWCF scope or eligibility may require approval from KDWP or the National Park Service.

**ARTICLE 8 — PAYMENT PROCEDURES AND RETAINAGE**

Owner shall retain five percent (5%) retainage from each approved pay application until final completion and acceptance. Contractor shall provide documentation necessary to support federal reimbursement.

**ARTICLE 9 — INSURANCE**

Commercial General Liability — \$1,000,000 per occurrence; Automobile Liability — \$1,000,000; Workers Compensation — Statutory limits.

**ARTICLE 10 — PERMITS AND SAFETY**

Contractor shall obtain all required permits and comply with OSHA and all applicable safety regulations.

**ARTICLE 11 — LIQUIDATED DAMAGES**

Owner may pursue liquidated damages if substantial completion exceeds agreed schedule, subject to approved delays.

**ARTICLE 12 — NON-APPROPRIATION**

This Agreement is subject to annual appropriation by the Arkansas City Commission.

**ARTICLE 13 — MUNICIPAL LIABILITY PROTECTION**

Nothing herein shall waive protections of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

**ARTICLE 14 — RECORD RETENTION AND FEDERAL AUDIT ACCESS**

Contractor shall retain records for a minimum of three (3) years following project closeout and shall allow access to City, KDWP, National Park Service, U.S. Department of the Interior, and the Comptroller General.

**ARTICLE 15 — BUILD AMERICA BUY AMERICA ACT**

Contractor shall comply with domestic sourcing requirements unless a federal waiver is granted.

**ARTICLE 16 — LWCF SIGNAGE AND ACKNOWLEDGMENT**

Contractor shall cooperate with installation of LWCF-required project signage.

**ARTICLE 17 — TERMINATION**

Owner may terminate for cause, convenience, or lack of funding.

**ARTICLE 18 — GOVERNING LAW AND VENUE**

This Agreement shall be governed by Kansas law with venue in Cowley County, Kansas.

**ARTICLE 19 — FINAL ACCEPTANCE**

Final acceptance occurs upon completion and approval by Owner.

**SIGNATURES AND EXECUTION**

CITY OF ARKANSAS CITY, KANSAS

By: \_\_\_\_\_  
Randy Frazer, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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

MULTISPORTS, LLC

By: \_\_\_\_\_  
Mitch Pinkham, Manager

Date: \_\_\_\_\_

## **EXHIBIT A — SCOPE OF WORK**

In the event of conflict between this Attachment A and the Construction Contract Agreement, the Construction Contract Agreement shall control.

### **1. General Description**

Contractor shall furnish all labor, supervision, materials, equipment, engineering coordination, and incidentals necessary to construct four (4) post-tension pickleball courts and associated improvements at Wilson Park in accordance with approved design-build documents and LWCF requirements.

### **2. Site Preparation and Subgrade Work**

Grade and compact subgrade; perform proof-roll testing; import rock base; install two layers of 6-mil vapor barrier; fine grading and drainage.

### **3. Post-Tension Concrete Court Construction**

Provide engineered post-tension drawings; install cable system; place 5-inch concrete slab with reinforced perimeter; use 4000 PSI concrete; perform testing; provide elongation and stressing reports.

### **4. Court Surfacing and Striping**

Sand, acid etch, and clean courts; apply primer; apply acrylic resurfacer; apply color coatings and white striping.

### **5. Fencing, Nets, and Windscreens**

Install 9-gauge black vinyl fencing, divider fencing, Douglas pickleball nets, sleeves, and windscreens.

### **6. Lighting System**

Install eight (8) steel light poles with LED fixtures and associated concrete bases per approved photometric design.

### **7. Concrete Viewing Pad**

Construct a 16-foot by 125-foot reinforced concrete viewing pad using 4000 PSI concrete.

### **8. Design-Build Services**

Provide court layout coordination, lighting coordination, and engineering coordination required for installation.

### **9. Restoration and Site Finish**

Backfill and fine grade disturbed areas and seed for stabilization.

**10. Owner Responsibilities**

Owner shall provide site access, working space, and utility coordination unless otherwise amended by Change Order.

**11. Exclusions**

Utility relocation, special procedures, fence grounding, shade structures, prevailing wage requirements, union mandates, sales tax, and work outside the defined scope unless added by written Change Order.

**12. Schedule**

Anticipated completion approximately sixty (60) days from approved permit issuance subject to weather delays.

**13. Warranty**

Contractor shall provide a one (1) year workmanship and materials warranty from date of final acceptance.

**EXHIBIT B — FEDERAL PROVISIONS ATTACHMENT**

1. Equal Opportunity and Civil Rights Compliance — Contractor shall comply with Executive Order 11246, Title VI of the Civil Rights Act, ADA, and Kansas anti-discrimination laws.
2. Suspension and Debarment — Contractor certifies compliance with 2 CFR Part 180.
3. Byrd Anti-Lobbying Amendment — Federal funds shall not be used for lobbying.
4. Access to Records — Contractor shall provide access to records pursuant to 2 CFR 200.
5. Procurement Standards — Contractor acknowledges compliance with 2 CFR 200.318-200.327.
6. Domestic Materials — Contractor shall comply with Build America Buy America Act.
7. Remedies for Non-Compliance — Suspension of payments or termination may occur.
8. Subcontractor Flow-Down — All subcontractors must comply with these federal provisions.



# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Environmental Services  
Item: Well 10 Rehabilitation

**Motion:** A Resolution authorizing the City of Arkansas City to accept the labor and materials supplied by Layne Christensen Company for the rehabilitation of Well 10, in the amount of \$44,048.00. **(Voice Vote)**

**Background:** Staff identified a failure at Well No.10 after an alarm indicated the well was not operating properly. Upon inspection, staff suspected issues with the motor or shaft and contacted Layne Christensen Company to evaluate the well. After pulling the shaft, Layne discovered the bottom of the well had collapsed. Layne cleaned the well, installed a new concrete bottom, and repaired the motor and shaft. The work has been completed, and Well No. 10 is now performing as well as or better than a new well. These repairs were completed based on staff recommendation by Layne Christensen Company, the contractor responsible for the majority of the City’s well maintenance services. Staff recommends approval of the completed rehabilitation work.

**Commission Options:**

1. Approve the Resolution.
2. Disapprove of the Resolution.
3. Table the Resolution for further discussion.

**Fiscal Impact:** Amount: **\$44,048.00**

Fund: **(16) Water**      Department: **(661) WTF**      Expense Code: **(6214) Other Professional Services**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & Invoices from Layne

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT THE LABOR AND MATERIALS SUPPLIED BY LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF WELL 10, IN THE AMOUNT OF \$44,048.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept labor and materials supplied by Layne Christensen Company for the rehabilitation of Well 10, in the amount of \$44,048.00.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of The City of City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of March 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk



A GRANITE COMPANY

INVOICE

Section , Item 1.

Inv No.: 3148712

Page 1 of 1

LAYNE CHRISTENSEN COMPANY

Remit To: 835 - LAYNE WICHITA CUSTOMER PO#: Verbal
PO BOX 743609 PH: 262-246-4646 WO#:
LOS ANGELES CA 90074-3609 Email: arprocessingcenter@gcinc.com LAYNE JOB#: 1523388

Sold To: 878858 CITY OF ARKANSAS CITY ATTN: ACCOUNTS PAYABLE 118 WEST CENTRAL AVENUE ARKANSAS CITY, KS 67005-2643
Notes: kblubaugh@arkansascityks.org

Table with 5 columns: INV DATE, DUE DATE, ACCOUNT MANAGER, PROJECT MANAGER, TERMS. Row 1: 2/26/2026, 3/28/2026, CANADAY, CADE, CANADAY, CADE, A/R Net 30 Days. Row 2: QTY / Units, UOM, Remark, Unit Price, Total

WELL 10 NEW EQUIPMENT

Table with 5 columns: QTY, UOM, Description, Unit Price, Total. Rows include: 1.00 EA COLUMN-BTM 6.00x58.812 280W, 2.00 EA SHAFT 1.18x5' 08TPI, 1.00 EA SHAFT 1.18x10' 08TPI, 4.00 EA SHAFT SLEEVE W/L 1.18x1.38x7.0, 3.00 EA LINE SHAFT BRG POP-IN 1.18x1.38x2.75, 1.00 EA PKG BOX BRG 1.18x1.50x3.31, 4.00 EA BSHG BRZ 1.68x2.13x3.0, 1.00 EA BSHG BRZ 1.68x2.13x5.13, 1.00 EA BSHG BRZ 1.68x2.13x6.0, 6.00 EA LINE SHAFT CPLG 1.18x4.0 08TPI, 1.00 EA COMBO CPLG W/L 6xB HUB, 1.00 EA BRG STD POP-IN 2.0x1.38, 1.00 EA 8" PVC SCH40 MALE ADAPTER, 1.00 EA FREIGHT

Sub Total ==> \$3,861.00

Total Taxable Amount \$3,861.00
Total Tax Amount
Total Retainage Amount - 0% \$0.00
Total Invoice Amount \$3,861.00

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.



A GRANITE COMPANY

**INVOICE**

Section , Item 1.

**Inv No.: 3148713**

Page 1 of 1

**LAYNE CHRISTENSEN COMPANY**

Remit To: PO BOX 743609 LOS ANGELES CA 90074-3609	835 - LAYNE WICHITA PH: 262-246-4646 Email: arprocessingcenter@gcinc.com	CUSTOMER PO#: WO#: LAYNE JOB#:	Signed Quote  1523388
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<b>Sold To: 878858</b> CITY OF ARKANSAS CITY ATTN: ACCOUNTS PAYABLE 118 WEST CENTRAL AVENUE ARKANSAS CITY, KS 67005-2643	<b>Notes:</b> kblubaugh@arkansascityks.org
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INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
2/26/2026	3/28/2026	CANADAY, CADE	CANADAY, CADE	A/R Net 30 Days
QTY / Units	UOM	----- Remark -----	Unit Price	Total

**WELL 10**

1.00	LS	Remove Pump Equipment	\$3,880.00	\$3,880.00
1.00	LS	Shop Inspection	\$1,155.00	\$1,155.00
1.00	LS	Well Rehabilitation	\$16,822.00	\$16,822.00
1.00	LS	Re-Install Pumping Equipment	\$4,733.00	\$4,733.00
2.00	LS	TV Survey	\$1,360.00	\$2,720.00
1.00	LS	Bail, Install Concrete Plug on Bottom	\$4,723.00	\$4,723.00
1.00	LS	Sand Blast and Paint Head, Rebuild Stuffing Box, Straighten Shafts, Replace rubber bearings, Prep & Paint Parts, Blast & Paint bowl stages, Replace Bowl Bushings, Repair suction nozzle threads & Assemble	\$6,154.00	\$6,154.00

**Sub Total ==>** \$40,187.00

<b>Total Taxable Amount</b>	<b>\$40,187.00</b>
<b>Total Tax Amount</b>	
<b>Total Retainage Amount - 0%</b>	<b>\$0.00</b>
<b>Total Invoice Amount</b>	<b>\$40,187.00</b>

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.



## City Commission Agenda Item

Meeting Date: March 17, 2026  
 From: Stuart Cassaboom, Fire / EMS Chief  
 Item: Design-Build Pre-Construction Agreement  
 (AIA Document A141-2014) – New Fire Station

**Motion:** A Resolution authorizing the City of Arkansas City to execute a Design-Build Agreement with Crossland Construction Company, Inc. for pre-construction and design services for the new Arkansas City Fire Station, including associated exhibits, with total compensation for design and pre-construction services not to exceed \$472,500, and authorizing the City Manager to take all actions necessary to advance the project to a Guaranteed Maximum Price (GMP) for future Commission consideration. **(Voice Vote)**

**Background:** The City of Arkansas City has been planning the development of a new Fire Station to replace the City's aging and operationally constrained existing facility. The proposed facility is intended to address current space deficiencies, improve emergency response capabilities, enhance firefighter safety, and support the long-term operational needs of the Fire Department and community.

Following prior Commission direction, staff has pursued a design-build delivery approach utilizing AIA Document A141-2014, which allows the city to engage a single design-builder responsible for coordinating architectural, engineering, and construction services. This approach is intended to streamline project delivery, provide improved cost control, and allow early collaboration between the construction and design teams.

Through the City's design-build selection process, Crossland Construction Company, Inc. has been selected as the design-builder for the project. Crossland's team includes Tessere Architecture and Integrated Consulting Engineers / MKEC Engineering as members of the design team.

The proposed facility is approximately 25,299 square feet and will include apparatus bays, training and operational support spaces, administrative areas, and firefighter living quarters designed to support modern fire service operations.

This agreement authorizes design and pre-construction services only, including schematic design, design development, construction documents, cost estimating, and pre-construction planning. The compensation structure includes:

- Design Phase Services: \$450,000
- Pre-Construction Fee (5%): \$22,500
- Total Design and Pre-Construction Services: \$472,500

Preliminary schematic design and cost modeling indicate an estimated total project cost of approximately \$8.15 million, inclusive of contingencies and professional services.

Approval of this agreement does not authorize construction. Construction services will return to the City Commission for approval in the form of a Guaranteed Maximum Price (GMP) once design and cost development are sufficiently advanced.

### **Commission Options:**

1. Approve the Resolution.
2. Disapprove of the Resolution.
3. Table the Resolution for further discussion.

**Fiscal Impact:** Amount: 472,500.00

Funding will support architectural, engineering, and pre-construction services necessary to advance the project to the Guaranteed Maximum Price phase for future Commission consideration.

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:**

- Resolution
- AIA Document A141-2014 – Design-Build Agreement (Working Draft)
- Exhibit B – Insurance and Bonds
- Exhibit C – Design Team Billing Rates
- Exhibit D – Pre-Construction Schedule
- Exhibit E – Conceptual Budget Summary
- Exhibit F – Tessere Footprint & Floor Plan Design Options

**Approved for Agenda by:**



\_\_\_\_\_  
Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO EXECUTE A DESIGN-BUILD AGREEMENT (AIA DOCUMENT A141-2014) WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR PRE-CONSTRUCTION AND DESIGN SERVICES FOR THE NEW ARKANSAS CITY FIRE STATION, INCLUDING ASSOCIATED EXHIBITS, WITH TOTAL COMPENSATION FOR DESIGN AND PRE-CONSTRUCTION SERVICES NOT TO EXCEED \$472,500, AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO ADVANCE THE PROJECT TO A GUARANTEED MAXIMUM PRICE (GMP) FOR FUTURE COMMISSION CONSIDERATION.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to execute a Design-Build Agreement (AIA Document A141-2014) with Crossland Construction Company, Inc. for pre-construction and design services for the new Arkansas City Fire Station, including associated exhibits, with total compensation for design and pre-construction services not to exceed \$472,500, and authorizing the City Manager to take all actions necessary to advance the project to a Guaranteed Maximum Price (GMP) for future Commission consideration.

**SECTION TWO:** The Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Staff of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas this 17<sup>th</sup> day of March 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM.

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on March 17, 2026 as the same appears of record in my office.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Tiffany Parsons, City Clerk

# AIA<sup>®</sup> Document A141<sup>®</sup> – 2014

## Standard Form of Agreement Between Owner and Design-Builder

**AGREEMENT** made as of the Seventeenth day of February in the year Two Thousand Twenty Six  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Arkansas City  
118 w. Central Ave.  
Arkansas City, KS 67005

and the Design-Builder:  
(Name, legal status, address and other information)

Crossland Construction Company, Inc.  
3017 N Cypress Dr.  
Wichita, KS 67226

for the following Project:  
(Name, location and detailed description)

Arkansas City Fire Station

The Owner and Design-Builder agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER’S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C DESIGN TEAM STANDARD BILLING RATES
- D PROJECT MILESTONE SCHEDULE
- E CONCEPTUAL BUDGET
- F EXISING SITE PLAN
- G CONCEPT DRAWINGS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner’s Criteria

This Agreement is based on the Owner’s Criteria set forth in this Section 1.1.  
*(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable” or “unknown at time of execution.” If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert “see Owner’s design documents” where appropriate.)*

§ 1.1.1 The Owner’s program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

See Exhibit G

§ 1.1.2 The Owner’s design requirements for the Project and related documentation:

*(Identify below, or in an attached exhibit, the documentation that contains the Owner’s design requirements, including any performance specifications for the Project.)*

See Exhibit G

§ 1.1.3 The Project’s physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

This project consists of approximately +/- 25,299 SF of apparatus bays, apparatus bay storage/training and living areas.

§ 1.1.4 The Owner’s anticipated Sustainable Objective for the Project, if any:

*(Identify the Owner’s Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner’s Sustainable Objective.)*

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder’s services, are as follows:

*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

N/A

§ 1.1.6 The Owner’s budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide total for Owner’s budget, and if known, a line item breakdown of costs.)*

See Exhibit E

§ 1.1.7 The Owner’s design and construction milestone dates:

- .1 Design phase milestone dates:

See Exhibit D

- .2 Submission of Design-Builder Proposal:

Submission within 4 weeks of official bid date.

- .3 Phased completion dates:

N/A

- .4 Substantial Completion date:

TBD with each GMAX Ammendment

.5 Other milestone dates:

N/A

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder’s cost:

(List name, legal status, address and other information.)

.1 Architect

Peter Todd  
Tessere Architecture  
1525 E Douglas Ave  
Wichita, KS 67211

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner’s Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner’s Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner’s Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner’s Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Stuart Cassaboom  
Fire Chief  
115 S. D Street  
Arkansas City, KS 67005

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:

(List name, address and other information.)

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:  
(List discipline, scope of work, and, if known, identify by name and address.)

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

« DJ McClenny »  
« 3017 N Cypress Dr »  
« Wichita, KS 67226 »  
« 620-210-0282 »  
« djmccleddy@crossland.com »  
« or »  
Evan Malloy  
3017 N Cypress Dr  
Wichita, KS 67226  
316-391-8124  
emalloy@crossland.com

§ 1.2.5 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.3 The Work.** The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

**§ 2.1.1** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build

Amendment, the Owner shall compensate the Design-Builder as follows:  
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Design Phase Work Breakdown	
Schematic Design	\$ 90,000.00
Design Development	\$ 90,000.00
<b>Construction Documents</b>	
30% Construction Documents	\$ 45,000.00
60% Construction Documents	\$ 45,000.00
90% Construction Documents	\$ 45,000.00
100% Construction Documents	\$ 54,000.00
Construction Administration	\$ 81,000.00
<b>Subtotal</b>	<b>\$ 450,000.00</b>
Pre-Construction Fee on Work Performed 5%	\$ 22,500.00
<b>Total</b>	<b>\$ 472,500.00</b>

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors, if any, are set forth below.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

For additional work completed outside of the scope of this project, the billing rates are as follows.

Individual or Position	Rate
See Fee Sheet for Tessere Arch. Services	Exhibit C
See Fee Sheet for Integrated Consulting Eng.	Exhibit C
See Fee Sheet for MKEC	Exhibit C

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of Five percent ( 5 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable within thirty (30) days of Owner’s receipt of the Design-Builder’s invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in

the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

Six Percent 6 % per annum simple interest rate

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

§ 2.3 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner’s signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.  
Attn: Accounts Receivable  
833 S. East Avenue  
P.O. Box 45  
Columbus, KS 66725

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder’s behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner’s Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner’s Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder’s employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions

of the Work.

**§ 3.1.5 General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.6** When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

**§ 3.1.7** The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### **§ 3.1.8 Progress Reports**

**§ 3.1.8.1** The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

### **§ 3.1.9 Design-Builder's Schedules**

**§ 3.1.9.1** The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### **§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow

the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 3.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 3.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 3.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 3.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Construction will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Construction, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

**§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

**§ 3.1.17 Standard of Care for Design Services.** Despite any contrary provision, including but not limited to sections 3.1.12 and 3.1.14, the standard of care for all design services provided by or under Design-Builder shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

**ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

**§ 4.1 General**

**§ 4.1.1** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.1.2** The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 4.2 Evaluation of the Owner's Criteria**

**§ 4.2.1** The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

**§ 4.2.2** After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;

- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, value engineering, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, value engineering, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

## ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction

Documents shall be consistent with the Design-Build Documents.

**§ 5.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

## **§ 5.2 Construction**

**§ 5.2.1 Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

**§ 5.2.2** If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

**§ 5.2.3** The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

**§ 5.2.4** The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## **§ 5.3 Labor and Materials**

**§ 5.3.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**§ 5.3.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

**§ 5.3.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## **§ 5.4 Taxes**

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

## **§ 5.5 Permits, Fees, Notices and Compliance with Laws**

**§ 5.5.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

**§ 5.5.2** The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time

required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

### **§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.6.2** Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

### **§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for

such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

#### **§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

#### **§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

#### **§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

#### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

#### **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

#### **§ 5.13 Construction by Owner or by Separate Contractors**

##### **§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

**§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 5.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

**§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

**ARTICLE 6 CHANGES IN THE WORK****§ 6.1 General**

**§ 6.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

**§ 6.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

**§ 6.2 Change Orders**

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 6.3 Change Directives**

**§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

**§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

**§ 6.3.4** If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

**§ 6.3.5** Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

**§ 6.3.6** A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 6.3.7** If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 6.3.8** The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 6.3.9** Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

**§ 6.3.10** When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

### **§ 7.1 General**

**§ 7.1.1** The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

**§ 7.1.2** The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 7.2 Information and Services Required of the Owner**

**§ 7.2.1** The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

**§ 7.2.2** The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

**§ 7.2.3** The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

**§ 7.2.4** The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

**§ 7.2.5** The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

**§ 7.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

**§ 7.2.7** Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 7.2.8** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

**§ 7.2.9** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 7.2.10** The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 7.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 7.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

**§ 7.6** The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 7.7** The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

### **§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

### **§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and

fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

**ARTICLE 8 TIME**

**§ 8.1 Progress and Completion**

**§ 8.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.1.2** The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder’s failure to obtain insurance required under this Contract.

**§ 8.1.3** The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.2 Delays and Extensions of Time**

**§ 8.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder’s control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

**§ 8.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 14.

**§ 8.2.3** This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

**ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

**§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

**§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder’s Applications for Payment.

**§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder’s right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor,

and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

**§ 9.6.5** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.7** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

### **§ 9.7 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon

notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 9.8.5** When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the

Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

**§ 10.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not

attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

**§ 10.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

**§ 10.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 10.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense

thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

#### § 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### § 11.2 Correction of Work

**§ 11.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### § 11.2.2 After Substantial Completion

**§ 11.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

**§ 11.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 11.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

**§ 11.2.3** The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 11.2.4** The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

**§ 11.2.5** Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-

Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### **§ 11.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 12 COPYRIGHTS AND LICENSES**

**§ 12.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

**§ 12.2** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 12.3** Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

**§ 12.3.1** The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

**§ 12.3.2** In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

**§ 13.1.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 13.1.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

**§ 13.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

## **§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**

### **§ 13.2.1 Termination by the Design-Builder**

**§ 13.2.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

**§ 13.2.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 13.2.1.3** If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 13.2.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

**§ 13.2.2 Termination by the Owner For Cause****§ 13.2.2.1** The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

**§ 13.2.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 13.2.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.**§ 13.2.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.**§ 13.2.3 Suspension by the Owner for Convenience****§ 13.2.3.1** The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.**§ 13.2.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience****§ 13.2.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.**§ 13.2.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

**§ 13.2.4.3** In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION****§ 14.1 Claims**

**§ 14.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 14.1.2 Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

**§ 14.1.3 Notice of Claims**

**§ 14.1.3.1 Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 14.1.3.2 Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

**§ 14.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 14.1.6 Claims for Additional Time**

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 14.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 14.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

**§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and

Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

#### § 14.2.2 Procedure

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

**§ 14.2.5** The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 14.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

**§ 14.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 14.2.7** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 14.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

#### § 14.3 Mediation

**§ 14.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of

the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 14.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

#### **§ 14.4 Arbitration**

**§ 14.4.1** If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 14.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 14.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**§ 14.4.3** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 14.4.4 Consolidation or Joinder**

**§ 14.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 14.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 14.4.4.3** The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

#### **§ 15.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

#### **§ 15.2 Successors and Assigns**

**§ 15.2.1** The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 15.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents.

The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

**§ 15.2.3** If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 15.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 15.4 Rights and Remedies**

**§ 15.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 15.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**§ 15.5 Tests and Inspections**

**§ 15.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

**§ 15.5.2** If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

**§ 15.5.3** If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

**§ 15.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 15.5.5** If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**§ 15.5.6** Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 15.6 Confidential Information**

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information

constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 **Exhibit C – Design Team Standard Billing Rates**
- .5 **Exhibit D – Project Milestone Schedule**
- .6 **Exhibit E – Conceptual Budget**
- .7 **Exhibit F – Existing Site Plan**
- .8 **Exhibit G – Concept Drawings**
- .9 AIA Document E202™–2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

[Redacted]

- .10 Other:

[Redacted]

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

DESIGN-BUILDER (Signature)

(Printed name and title)

(Printed name and title)

[ ] As set forth in the notice contained within the payment terms section of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.



# AIA® Document A141® – 2014 Exhibit B

## Insurance and Bonds

**for the following PROJECT:**  
*(Name and location or address)*

Arkansas City Fire Station

**THE OWNER:**  
*(Name, legal status and address)*

City of Arkansas City  
118 w. Central Ave.  
Arkansas City, KS 67005

**THE DESIGN-BUILDER:**  
*(Name, legal status and address)*

Crossland Construction Company, Inc.  
3017 N Cypress Dr.  
Wichita, KS 67226

### THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the **seventeenth** day of February in the year **Two Thousand Twenty Six**.  
*(In words, indicate day, month and year.)*

### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER’S INSURANCE AND BONDS**
- B.3 OWNER’S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

#### ARTICLE B.2 DESIGN BUILDER’S INSURANCE AND BONDS

**§ B.2.1** The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located:  
*(If the Design-Builder is required to maintain insurance for a duration other than the*

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.  
  
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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expiration of the period for correction of Work, state the duration.)

**§ B.2.1.1** Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS (\$2,000,000) for each occurrence and FOUR MILLION DOLLARS (\$4,000,000) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 Insured Contract consistent with the definition under the standard ISO general liability policy form.

**§ B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

**§ B.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

**§ B.2.1.4** Workers' Compensation at statutory limits.

**§ B.2.1.5** Employers' Liability with policy limits as provided below:

**§ B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim and TEN MILLION DOLLARS (\$10,000,000) in the aggregate.

**§ B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim and TEN MILLION DOLLARS (\$10,000,000) in the aggregate.

**§ B.2.1.7.1** The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than FIVE MILLION DOLLARS (\$5,000,000) per claim and TEN MILLION DOLLARS (\$10,000,000) in the aggregate.

**§ B.2.1.8** The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.2.1.9 Additional Insured Obligations.** The Owner and other Owner parties agreed to by Design-Builders and Owner (if any) in writing shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

**§ B.2.1.10 Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be

submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and other Owner parties agreed to by Design-Builders and Owner (if any) in writing as additional insureds on the Design-Builder’s primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

**§ B.2.2 Performance Bond and Payment Bond**

The Design-Builder shall provide surety bonds as follows:  
(Specify type and penal sum of bonds.)

Type Payment and Performance	Penal Sum (\$0.00) Based on GMP
---------------------------------	------------------------------------

**§ B.2.2.1** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**ARTICLE B.3 OWNER’S INSURANCE**

**§ B.3.1 Owner’s Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

**§ B.3.2 Property Insurance**

**§ B.3.2.1** Unless otherwise provided below, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement. Owner shall provide Design-Builder with a copy of the property insurance policy prior to commencement of Work.

**§ B.3.2.1.1** The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder’s services and expenses required as a result of such insured loss.

**§ B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ B.3.2.1.3** The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect

to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

**§ B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

**§ B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

**§ B.3.2.5** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work an "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.3.2.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties. If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10.

§ B.3.2.9 With respect to losses insured under the Owner’s property insurance, if required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 With respect to losses insured under the Owner’s property insurance, the Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner’s exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ B.4.1 [ ] If this box is selected the Contractor shall purchase and maintain builders risk property insurance, which relieves the Owner of the responsibility to purchase and maintain such property insurance required by B.3.2.1, and B.3.2.2 except specific insurance required of Owner elsewhere in this Exhibit or the Contract Documents. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses not covered because they are within the deductibles or retentions. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. Unless otherwise agreed in writing, Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. If the Owner begins using the Project or part of the Project for the conduct of its business prior to Substantial Completion, the Contractor’s property insurance will be terminated, and Owner must provide replacement coverage at Owner’s cost. Owner will not be permitted to include any of its furnishings, fixtures, equipment or soft costs under Contractor’s property insurance policy unless otherwise specifically agreed to in writing by the Parties. Owner shall not utilize separate contractors for construction of any part of the Project where Contractor is carrying the builders risk property insurance. The builders risk property insurance carried by Contractor shall include only the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. Contractor will be the loss payee and will be the party responsible for adjusting and settling a loss with the insurer. Neither Owner nor its lenders will be the trustee of the proceeds of the property insurance as may be described in the Contract Documents, and instead Contractor will be responsible for distributing proceeds as necessary to comply with its obligation to perform the Work under the Contract Documents.

§ B.4.2 The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the builders risk property insurance have consented in writing to the continuance of coverage. The Owner shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless the parties agree otherwise in writing.



**TESSERE Standard Billing Rates**  
Effective January 1, 2026

<b>Description</b>	<b>Billing Rate/Hour</b>
Executive Management	\$320
Principal In Charge III	\$248
Principal In Charge II	\$228
Principal In Charge I	\$210
Project Manager V	\$238
Project Manager IV	\$196
Project Manager III	\$186
Project Manager II	\$165
Project Manager I	\$140
Job Captain	\$160
Architect V	\$207
Architect IV	\$186
Architect III	\$170
Architect II	\$155
Architect I	\$140
Intern Architect V	\$143
Intern Architect IV	\$135
Intern Architect III	\$130
Intern Architect II	\$120
Intern Architect I	\$109
Landscape Architect V	\$200
Landscape Architect IV	\$170
Landscape Architect III	\$160
Landscape Architect II	\$140
Landscape Architect I	\$124
Intern Landscape Architect III	\$125
Intern Landscape Architect II	\$120
Intern Landscape Architect I	\$110
Interior Designer V	\$165
Interior Designer IV	\$150
Interior Designer III	\$140
Interior Designer II	\$120
Interior Designer I	\$109
Intern Interior Designer II	\$116
Intern Interior Designer I	\$109
Construction Administrator I	\$145
BIM Technician IV	\$134

TESSERE Standard Billing Rates  
Page 2 of 2

Description	Billing Rate/Hour
BIM Technician III	\$124
BIM Technician II	\$98
BIM Technician I	\$78
Architectural Illustrator IV	\$180
Architectural Illustrator III	\$160
Graphic Designer	\$109
Drafter	\$98
Administrative Assistant IV	\$135
Administrative Assistant III	\$109
Administrative Assistant II	\$98
Administrative Assistant I	\$88
Project Administrator	\$145
Permit Expeditor	\$135
Staff Accountant	\$124
Director of Planning	\$258
Director of Engineering	\$290
Professional Engineer IV	\$238
Professional Engineer III	\$210
Professional Engineer II	\$202
Professional Engineer I	\$180
Civil Designer III	\$196
Civil Designer II	\$170
Civil Designer I	\$140
Engineer In Training III	\$165
Engineer In Training II	\$150
Engineer In Training I	\$135

**MKEC Engineering, Inc.**  
**2026 HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Billing Rate per Hour</u>
Principal/Project Manager .....	237.00
Senior Engineer.....	223.00
Engineer Level I/Landscape Architect I .....	175.00
Engineer Level II/Senior Technician/Landscape Architect II.....	160.00
Clerical .....	86.00
Survey Team/2 Man .....	242.00
Survey/GPS.....	242.00
Survey/Leica.....	525.00
PLS.....	160.00
Inspector.....	160.00
Technician I.....	141.00
Technician II .....	104.00

**EXPENSES:**

Xerox Copies .....	Current Market Rate
Plot Prints .....	1.10 per S.F.
Color / Mylar Plot Prints.....	2.50 per S.F.
Mileage.....	IRS Allowed Rate
Project Expenses.....	Cost + 10%
Sub consultants .....	Cost + 10%



# INTEGRATED CONSULTING ENGINEERS

## Hourly Rate Schedule

- Principal \$145.00/Hour
- Associate Principal \$135.00/Hour
- Project Engineer II \$115.00/Hour
- Project Engineer I \$95.00/Hour
- Design Engineer II \$85.00/Hour
- Design Engineer I \$75.00/Hour
- Senior Design Tech II \$100.00/Hour
- Senior Design Tech I \$90.00/Hour
- Design Tech \$80.00/Hour
- Drafter \$65.00/Hour
- Clerical \$50.00/Hour

Reimbursables will be billed at ICE's cost plus 10%.

Reimbursables include:

- Reproduction, postage, and handling of drawings, specifications, and other documents.
- Mailing and courier costs for transmitting drawings, specifications, and other job information.
- Vehicle or other expenses for out-of-town travel and per diem expenses.

Exhibit D

Line	Name	Duration	Start	Finish	2026												2027											
					Feb 16	March 2 16	April 30 13	May 27 11	June 25 8	July 22 6	August 20 3	September 17 31	October 14 28	November 12 26	December 9 23	January 7 21	February 4 18	March 1 15	April 29 12	May 26 10	June 24 7	July 21 5	August 19 2	September 16 30	October 13 27	November 11 25	December 8 22	
<b>1</b>	<b>MAJOR MILESTONES</b>	<b>385d</b>	<b>2/17/2026</b>	<b>8/20/2027</b>																								
2	Design Build Awarded Awarded - NTP		2/17/2026	2/17/2026	◆ Design Build Awarded Awarded - NTP																							
3	Design Drawings Start		2/17/2026	2/17/2026	◆ Design Drawings Start																							
4	Design Drawings Complete		4/27/2026	4/27/2026	◆ Design Drawings Complete																							
5	Construction Drawings Complete		7/15/2026	7/15/2026	◆ Construction Drawings Complete																							
6	GMP Finalized		8/20/2026	8/20/2026	◆ GMP Finalized																							
7	Construction Begin		2/17/2026	2/17/2026	◆ Construction Begin																							
8	New Ark City Fire Station Complete		8/20/2027	8/20/2027	◆ New Ark City Fire Station Complete																							
<b>9</b>	<b>NEW STATION</b>	<b>385d</b>	<b>2/17/2026</b>	<b>8/20/2027</b>																								
<b>10</b>	<b>DESIGN AND ENGINEERING</b>	<b>105d</b>	<b>2/17/2026</b>	<b>7/16/2026</b>																								
11	Schematic Design	10d	2/17/2026	3/2/2026	Schematic Design																							
12	Design Development 50%	20d	3/3/2026	3/30/2026	Design Development 50%																							
13	Design Development 100%	20d	3/31/2026	4/27/2026	Design Development 100%																							
14	Construction Documents 50%	20d	4/28/2026	5/26/2026	Construction Documents 50%																							
15	Bid Package 1 Documents 100%		5/27/2026	5/27/2026	◆ Bid Package 1 Documents 100%																							
16	Construction Documents 80%	20d	5/27/2026	6/23/2026	Construction Documents 80%																							
17	Construction Documents 100%	15d	6/24/2026	7/15/2026	Construction Documents 100%																							
18	Bid Package 2 Documents 100%		7/16/2026	7/16/2026	◆ Bid Package 2 Documents 100%																							
<b>19</b>	<b>PRECONSTRUCTION</b>	<b>120d</b>	<b>3/3/2026</b>	<b>8/20/2026</b>																								
<b>20</b>	<b>BUDGETING</b>	<b>120d</b>	<b>3/3/2026</b>	<b>8/20/2026</b>																								
21	SD Budget	15d	3/3/2026	3/23/2026	SD Budget																							
22	DD 50% Budget Update	15d	3/31/2026	4/20/2026	DD 50% Budget Update																							
23	DD 100% Budget Update	15d	4/28/2026	5/18/2026	DD 100% Budget Update																							
24	Construction Documents 50% Budget Update	15d	5/27/2026	6/16/2026	Construction Documents 50% Budget Update																							
25	Construction Documents 80% Budget Update	15d	6/24/2026	7/15/2026	Construction Documents 80% Budget Update																							
26	Construction Documents 100% Budget Update	10d	7/16/2026	7/29/2026	Construction Documents 100% Budget Update																							
27	Guaranteed Maximum Price Established		8/20/2026	8/20/2026	◆ Guaranteed Maximum Price Established																							
<b>28</b>	<b>PERMITTING AND APPROVALS</b>	<b>60d</b>	<b>5/27/2026</b>	<b>8/19/2026</b>																								
<b>29</b>	<b>SUBCONTRACTS/SUBMITTALS/PROCUREMENT</b>	<b>165d</b>	<b>7/1/2026</b>	<b>2/24/2027</b>																								
<b>30</b>	<b>CONSTRUCTION</b>	<b>245d</b>	<b>8/13/2026</b>	<b>7/30/2027</b>																								
<b>31</b>	<b>CLOSEOUT</b>	<b>15d</b>	<b>8/2/2027</b>	<b>8/20/2027</b>																								

Milestone Appearances

◆ Diamond



**Ark City Fire Station  
Pre-Con Schedule**

Job #: Job Number

Start Date: 2/17/2026  
Finish Date: 8/20/2027

Print Date: 1/6/2026 10:02:20 AM  
Update as of: 2/17/2026

View: Bar Chart View

Filter: None

Page 1 of 1

# Exhibit E

Section , Item 1.

<b>Proposed SD01A Budget Summary</b>			
<b>Project:</b>	Ark City Fire Station	<b>Building SF</b>	<b>CROSSLAND</b> <small>CONSTRUCTION COMPANY, INC.</small>
<b>Date:</b>	11.11.2025	<b>25,299</b>	
Trade Package #	Trade Package Description	Current \$/SF 25,299	Current SD01A Budget 11.11.2025
03A	Cast In Place Concrete	\$ 17.02	\$ 430,616
04A	Masonry	\$ 8.08	\$ 204,541
05A	Structural Steel	\$ 0.95	\$ 24,000
06A	Architectural Millwork	\$ 2.61	\$ 66,125
07B	Joint Sealants & Waterproofing	\$ 1.56	\$ 39,563
08A	Doors & Hardware (Supply)	\$ 6.69	\$ 169,365
08C	Glass & Glazing/Storefront	\$ 4.75	\$ 120,095
08D	Overhead Doors	\$ 14.25	\$ 360,500
09A	Gypsum Assemblies	\$ 8.15	\$ 206,145
09B	Flooring & Wall Tile	\$ 3.75	\$ 94,948
09C	Painting & Wall Coverings	\$ 1.18	\$ 29,854
09F	Polished Concrete	\$ 2.43	\$ 61,600
10A	Specialties (Supply & Install)	\$ 0.67	\$ 16,900
10B	Signage	\$ -	NIC
10C	Lockers	\$ 2.64	\$ 66,700
11A	Appliances	\$ -	BY OWNER
11B	Exercise Equipment	\$ -	BY OWNER
12A	Window Treatments	\$ 0.22	\$ 5,544
13A	Special Construction	\$ 41.33	\$ 1,045,673
21A	Fire Suppression	\$ 4.00	\$ 101,196
22A	Plumbing	\$ 20.00	\$ 505,980
23A	HVAC	\$ 17.15	\$ 433,794
26A	Electrical	\$ 43.56	\$ 1,101,960
27A	Data & Communication	\$ -	In Electrical
28A	Fire Alarm	\$ -	In Electrical
31A	Earthwork	\$ 10.72	\$ 271,250
32A	Site Concrete	\$ 21.73	\$ 549,828
32C	Fencing	\$ -	\$ 35,290
32D	Landscape & Irrigation	\$ 0.59	\$ 15,000
33A	Site Utilities	\$ 4.92	\$ 124,400
33B	Storm Sewer	\$ -	NIC
<b>SUBTOTAL DIRECT COSTS</b>		<b>\$ 240.36</b>	<b>\$ 6,080,866</b>
5.0%	Contractor Contingency	\$ 12.02	\$ 304,043
5.0%	Design/Estimating Contingency	\$ 12.02	\$ 304,043
	Gen. Conditions	\$ 13.57	\$ 343,200
	Project Requirements	\$ 8.33	\$ 210,654
7.40%	Architectural and Engineering Design Cost	\$ 17.79	\$ 450,000
	Plan Review & Building Permit - BY OWNER	\$ -	-
0.85%	Insurance	\$ 2.58	\$ 65,389
0.75%	Bonding	\$ -	NIC
5.00%	Construction Mgmt. Fee	\$ 15.33	\$ 387,910
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$ 321.99</b>	<b>\$ 8,146,105</b>

# Exhibit E

Section , Item 1.

## Proposed SD01A Detailed Estimate

**Project:** Ark City Fire Station  
**Date:** 11.11.2025

**Building SF**  
**25,299**



Estimate Detail		Quantity	Unit	Unit Cost	Amount
Item	Description				
<b>03A CAST-IN-PLACE CONCRETE</b>					
	Spread Footings - earth formed	168	CY	390.00	65,520
	Continuous/Grade Beam Footings/Tie Beams - earth formed	218	CY	400.00	87,200
	Slab-on-Grade - 4" w/ 4" base rock	11,923	SF	7.00	83,461
	Slab-on-Grade - 8" w/ 4" base rock	13,276	SF	11.50	152,674
	Housekeeping Pads	100	SF	11.75	1,175
	Termite Treatment	25,299	SF	0.10	2,530
	GCs (10% typ.)	1	LS	38,056.00	38,056
<b>03A CAST-IN-PLACE CONCRETE</b>					<b>430,616</b>
<b>04A MASONRY</b>					
	8" CMU - Storm Shelter	1,397	SF	30.00	41,910
	8" CMU Walls - Restrooms and Separation Wall Apparatus/Living Spaces	1,597	SF	18.00	28,746
	Brick Veneer	3,492	SF	25.00	87,300
	Manuf Stone Veneer	874	SF	25.00	21,850
	Cast Stone Cap	291	LF	85.00	24,735
<b>04A MASONRY</b>					<b>204,541</b>
<b>05A STRUCTURAL STEEL</b>					
	Pipe Bollards	80	EA	300.00	24,000
<b>05A STRUCTURAL STEEL</b>					<b>24,000</b>
<b>06A ARCHITECTURAL MILLWORK</b>					
	Base Cabinets - P-Lam Assumed	95	LF	175.00	16,625
	Pantry Cabinets - P-Lam Assumed	12	LF	175.00	2,100
	Office Desks/Classroom Furniture	-	LF	250.00	NIC
	Uppers - P-Lam Assumed	36	LF	150.00	5,400
	Countertops - Solid Surface	294	LF	125.00	36,750
	Countertops - Stainless @ Tech Parts Counter	35	LF	150.00	5,250
<b>06A ARCHITECTURAL MILLWORK</b>					<b>66,125</b>
<b>07B JOINT SEALANTS/WATERPROOFING/FIRESTOPPING</b>					
	Joint Sealants - Site Paving (CJs)	8,091	LF	2.00	16,181
	Joint Sealants - Building	1	LS	5,000.00	5,000
	Joint Sealants - Building (Floors CJ)	1,770	LF	2.00	3,540
	Fluid Applied Air Barrier @ Brick	3,492	SF	4.25	14,841
<b>07B JOINT SEALANTS/WATERPROOFING/FIRESTOPPING</b>					<b>39,563</b>
<b>08A DOORS AND HARDWARE (SUPPLY)</b>					
	Hollow Metal Door Frame Single	57	EA	350.00	19,950
	Hollow Metal Door Frame Pair	3	EA	475.00	1,425
	Hollow Metal Doors	22	EA	815.00	17,930
	Wood Doors	38	EA	420.00	15,960
	Doors - Vision Lite - Adder	8	EA	500.00	4,000
	Hardware Sets	60	EA	1,000.00	60,000
	Storm Shelter Storm Door Assembly - 3070 (no hardware)	3	EA	10,100.00	30,300
	Doors & Hardware Installation	60	EA	330.00	19,800
<b>08A DOORS AND HARDWARE (SUPPLY)</b>					<b>169,365</b>
<b>08C GLASS &amp; GLAZING</b>					
	Exterior Storefront System	928	SF	70.00	64,960
	Exterior Storefront System - 5' Windows	61	LF	70.00	4,270
	Interior Storefront System	143	SF	55.00	7,865
	Storefront Doors	8	EA	5,000.00	40,000
	Aluminum Door Hardware	3	EA	1,000.00	3,000
<b>08C GLASS &amp; GLAZING</b>					<b>120,095</b>
<b>08D OVERHEAD DOORS</b>					
	OH Sectional Door (14x14)	20	EA	16,000.00	320,000
	Motor Operator	20	EA	1,500.00	30,000
	OH Glass Door - 10'x10'	1	EA	10,500.00	10,500
<b>08D OVERHEAD DOORS</b>					<b>360,500</b>
<b>09A GYPSUM ASSEMBLIES</b>					
	Frame, Insulate, Sheathing(both sides) - Interior 4" Wall	10,776	SF	8.50	91,596
	Frame, Insulate, Sheathing(One sides) - Exterior Walls	2,888	SF	7.50	21,660
	Frame, Insulate, Gyp Board (both sides) - Interior - 6" Wall, more than 10' (Wall SF)	178	SF	12.30	2,189
	Wood Blocking	1	LS	5,000.00	5,000
	Drywall Ceilings	1,235	SF	7.00	8,645
	Acoustical Ceiling (2x2)	8,504	SF	6.00	51,024
	Tape & Finish	26,031	SF	1.00	26,031
<b>09A GYPSUM ASSEMBLIES</b>					<b>206,145</b>
<b>09B FLOORING &amp; WALL TILE</b>					
	Ceramic Tile - Flooring	357	SF	12.00	4,284
	Ceramic Tile - Walls	756	SF	15.00	11,340
	LVT	4,143	SF	7.00	29,001
	Resilient Base	2,000	LF	3.00	6,000
	Resilient Base @ Shop	-	LF	3.00	NIC
	Carpet - Tiles	2,987	SF	7.50	22,403
	Rubber Athletic Flooring	548	SF	40.00	21,920
<b>09B FLOORING &amp; WALL TILE</b>					<b>94,948</b>

# Exhibit E

Section , Item 1.

## Proposed SD01A Detailed Estimate

**Project:** Ark City Fire Station  
**Date:** 11.11.2025

**Building SF**  
**25,299**



Estimate Detail		Quantity	Unit	Unit Cost	Amount
<b>09C PAINTING &amp; WALL COVERINGS</b>					
Interior Painting (Wall/Ceiling SF)		8,539	SF	2.25	19,213
Painting - Bollards		80	EA	75.00	IN ABOVE
Painting - Hollow Metal Frames		60	EA	150.00	IN ABOVE
Painting - Hollow Metal Doors		22	EA	150.00	IN ABOVE
Painting, Exposed Structure - Exposed Beam Only		15,593	SF	0.65	10,135
Sealed Concrete		253	SF	2.00	506
<b>09C PAINTING &amp; WALL COVERINGS</b>					<b>29,854</b>
<b>09F POLISHED CONCRETE</b>					
Polished Concrete (No color) - Low Level Grind - App Bay		15,400	SF	4.00	61,600
<b>09F POLISHED CONCRETE</b>					<b>61,600</b>
<b>10A SPECIALTIES (SUPPLY &amp; INSTALL)</b>					
Grab Bar, Stainless Steel 42"		7	EA	75.00	525
Grab Bar, Stainless Steel 36"		7	EA	50.00	350
Paper Towel Dispenser		7	EA	100.00	700
Toilet Paper Dispenser		7	EA	50.00	350
Soap Dispenser		7	EA	75.00	525
Shower Curtain/Track		5	EA	250.00	1,250
Sanitary Napkin Disposal		6	EA	50.00	300
Baby Changing Station		2	EA	350.00	700
Trash Receptacles		7	EA	400.00	2,800
Framed Mirrors		7	EA	150.00	1,050
Fire Extinguishers & Cabinets		6	EA	250.00	1,500
Knox Box		1	EA	850.00	850
Flag Poles		1	EA	2,500.00	2,500
Specialties install		70	EA	50.00	3,500
<b>10A SPECIALTIES (SUPPLY &amp; INSTALL)</b>					<b>16,900</b>
<b>10B SIGNAGE</b>					
Signage Allowance		-	LS	20,000.00	NIC
<b>10B SIGNAGE</b>					<b>NIC</b>
<b>10C LOCKERS</b>					
Lockers @ Bunk Rooms		30	EA	750.00	22,500
Lockers - Equip/Gear - Heavy Duty		34	EA	1,300.00	44,200
<b>10C LOCKERS</b>					<b>66,700</b>
<b>11A APPLIANCES</b>					
Appliances		-	LS	-	BY OWNER
<b>11A APPLIANCES</b>					<b>BY OWNER</b>
<b>11B EXERCISE EQUIPMENT</b>					
Exercise Equipment		-	LS	-	BY OWNER
<b>11B EXERCISE EQUIPMENT</b>					<b>BY OWNER</b>
<b>12A WINDOW TREATMENTS</b>					
Roller Shades - Manual		462	SF	12.00	5,544
<b>12A WINDOW TREATMENTS</b>					<b>5,544</b>
<b>13A SPECIAL CONSTRUCTION</b>					
PEMB - Based on Bldg SF - Supply		25,299	SF	27.00	683,073
Metal Liner Panels @ App Bay - Full Height		10,917	SF	2.00	21,834
PEMB Insulation - Based on Wall SF - Supply @ Roof - Simple Saver		25,299	SF	1.00	25,299
PEMB Insulation - Based on Wall SF - Supply		15,838	SF	0.75	11,879
PEMB - Based on Bldg SF - Install		25,299	SF	12.00	303,588
<b>13A SPECIAL CONSTRUCTION</b>					<b>1,045,673</b>
<b>21A FIRE SUPPRESSION</b>					
Wet Sprinkler System		25,299	SF	4.00	101,196
<b>21A FIRE SUPPRESSION</b>					<b>101,196</b>
<b>22A PLUMBING</b>					
Building Plumbing - Medium		25,299	SF	20.00	505,980
<b>22A PLUMBING</b>					<b>505,980</b>
<b>23A HVAC</b>					
Building HVAC @ Living Area		30	TN	6,250.00	187,500
Building HVAC @ Apparatus Bay		13,683	SF	18.00	246,294
Vehicle Exhaust System		1	LS	50,000.00	IN ABOVE
HVLS Fans		5	EA	10,000.00	IN ABOVE
Unit Heaters in Apparatus Bay		5	EA	18,000.00	IN ABOVE
<b>23A HVAC</b>					<b>433,794</b>
<b>26A ELECTRICAL</b>					
Electrical - Medium		25,299	SF	40.00	1,011,960
Generator - Diesel		1	EA	90,000.00	90,000
<b>26A ELECTRICAL</b>					<b>1,101,960</b>
<b>27A DATA &amp; COMMUNICATIONS</b>					
Data & Communications		25,299	SF	0.25	In Electrical
<b>27A DATA &amp; COMMUNICATIONS</b>					<b>In Electrical</b>
<b>28A FIRE ALARM</b>					
Fire Alarm System		25,299	SF	0.65	In Electrical
<b>28A FIRE ALARM</b>					<b>In Electrical</b>

# Exhibit E

Section , Item 1.

## Proposed SD01A Detailed Estimate

**Project:** Ark City Fire Station  
**Date:** 11.11.2025

**Building SF**  
**25,299**



Estimate Detail		Quantity	Unit	Unit Cost	Amount
<b>31A EARTHWORK</b>					
Clearing & Grubbing		3	Acres	2,500.00	7,500
Construction Entrances		1	EA	4,000.00	4,000
Silt Fence		1,000	LF	3.50	3,500
Stripping Top Soil (6" typ.)/Existing Rock		2,325	CY	3.00	6,975
Rough Grading, Cut/Fill - 1'		4,650	CY	5.50	25,574
Dig Retention Pond		-	CY	5.50	NIC
Import/Place LVC Fill - Building Pad 18" Thick		1,616	CY	24.00	38,792
Fine Grading Subgrade (Entire Site) - disturbed area		43,586	SF	0.08	3,487
Respread Topsoil (No Import, Use All Onsite Material)		-	CY	8.50	NIC
Paving Prep - 12" baserock ESTIMATE		55,474	SF	3.00	166,422
Export Excess Soil/Rock - Burn On Site		-	CY	17.00	NIC
GCs (10% typ.)		1	LS	15,000.00	15,000
				<b>31A EARTHWORK</b>	<b>271,250</b>
<b>32A SITE CONCRETE</b>					
Standard Duty Concrete Paving (6" Conc. / 4" Rock)		6,318	SF	7.00	44,226
Heavy Duty Concrete Paving (8" Conc. / 6" Rock)		49,156	SF	7.50	368,670
Sidewalks (4" Conc. / 4" Rock)		5,206	SF	8.00	41,648
Handicap Ramps		1	EA	800.00	800
Utility Pads/Generator Pad		300	SF	15.00	4,500
Pipe Bollards Install		80	EA	500.00	40,000
Misc. Site Concrete		-	LS	5,000.00	49,984
				<b>32A SITE CONCRETE</b>	<b>549,828</b>
<b>32C FENCING</b>					
Chainlink Fencing (6' Galvanized)		600	LF	38.00	22,800
Chainlink Drive Gate		1	EA	3,400.00	3,400
Wood Fencing At Patio		70	LF	37.00	2,590
Gate Operator		1	EA	6,500.00	6,500
				<b>32C FENCING</b>	<b>35,290</b>
<b>32D LANDSCAPING &amp; IRRIGATION</b>					
Landscaping Plantings - ALLOWANCE		1	LS	15,000.00	15,000
				<b>32D LANDSCAPING &amp; IRRIGATION</b>	<b>15,000</b>
<b>33A SITE UTILITIES</b>					
4" Fire Line - tie into existing		100	LF	70.00	7,000
Fire Hydrants		1	EA		NIC
2" Water Line (PVC) - Tie to Existing		100	LF	102.00	10,200
Back Flow Preventer		1	EA	18,000.00	18,000
Water Meter - 2"		-	EA	2,000.00	NIC
Site Sanitary Sewer Manholes		2	EA	11,000.00	22,000
Site Sanitary Sewer 6" PVC Service Lines		400	LF	138.00	55,200
Oil/Water Separator		1	EA	12,000.00	12,000
				<b>33A SITE UTILITIES</b>	<b>124,400</b>
<b>33B STORM SEWER &amp; DRAINAGE</b>					
Storm Sewer - Not Included Storm Water to Drain to Neighboring Drainage Flume		-	LF		NIC
				<b>33B STORM SEWER &amp; DRAINAGE</b>	<b>NIC</b>
<b>TOTAL DIRECT COST OF WORK</b>					<b>6,080,866</b>

Exhibit F

Section , Item 1.



ARKANSAS CITY, KS - FIRE STATION

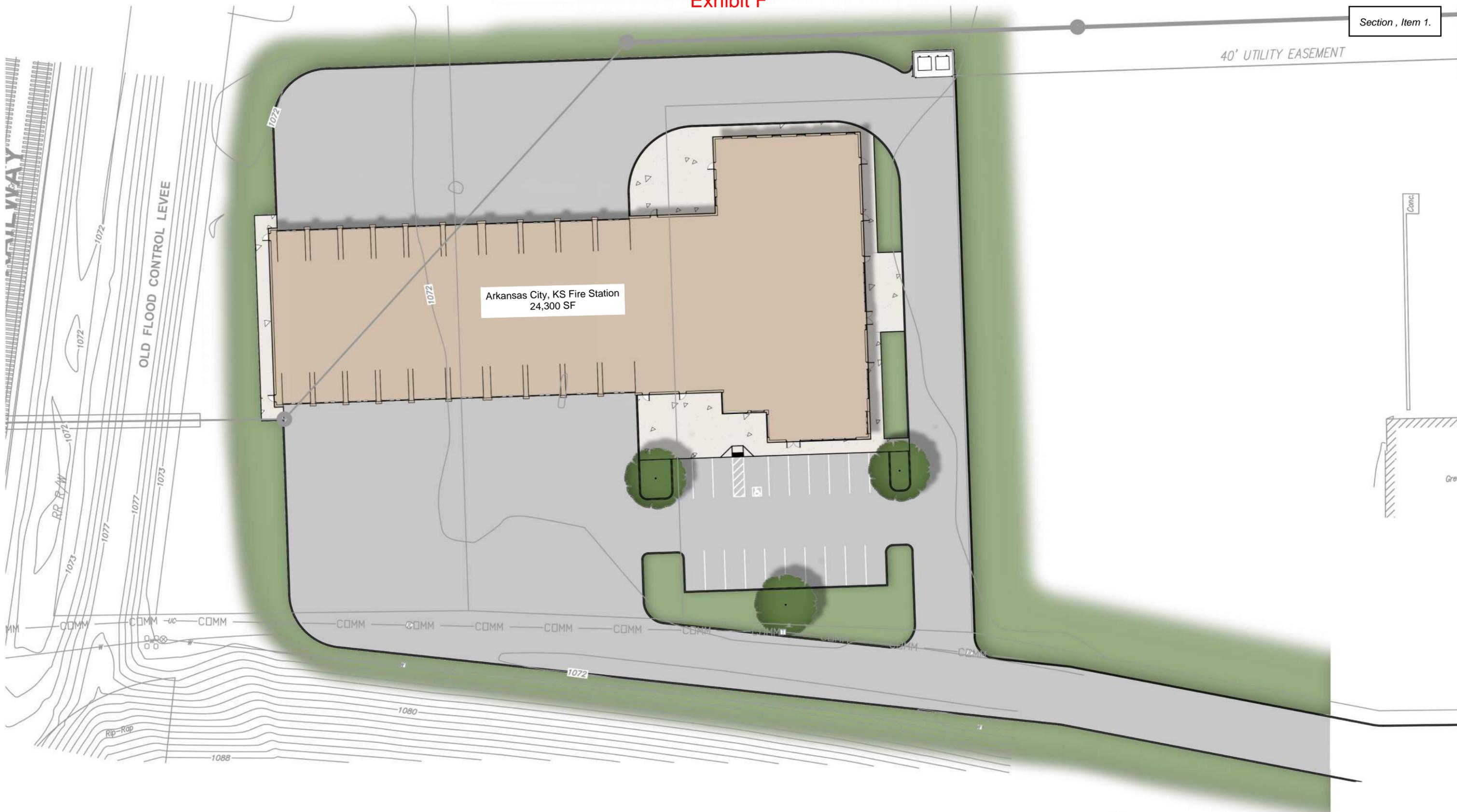
SITE CONCEPT

SPLIT BUILDING FOOTPRINT

TESSERÉ

SK002

1" = 20'



# ARKANSAS CITY, KS FIRE STATION

SITE CONCEPT | 10/31/2025

1" = 20'

BUILDING FOOTPRINT

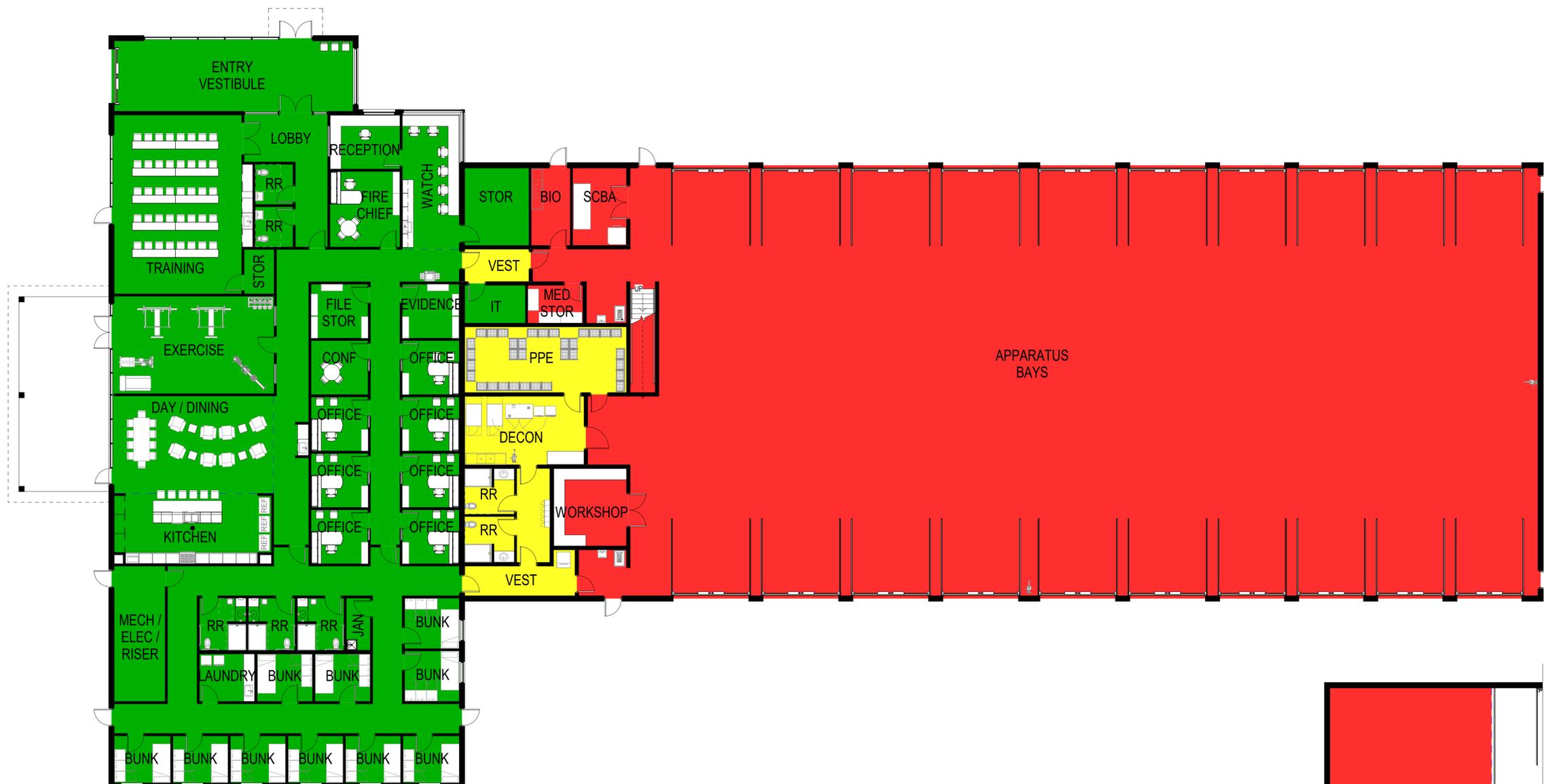
# TESSERÉ

# SK001



ENTRY VESTIBULE =	632 SF
ADMIN / LIVING =	8,272 SF
PATIO =	600 SF
DECON / SUPPORT =	2,484 SF
APP BAY =	13,311 SF
MEZZANINE =	0 SF
<b>TOTAL =</b>	<b>25,299 SF</b>

**A** FIRST FLOOR - FLOOR PLAN  
 3/32" = 1'-0"  
 0 5 10 20'

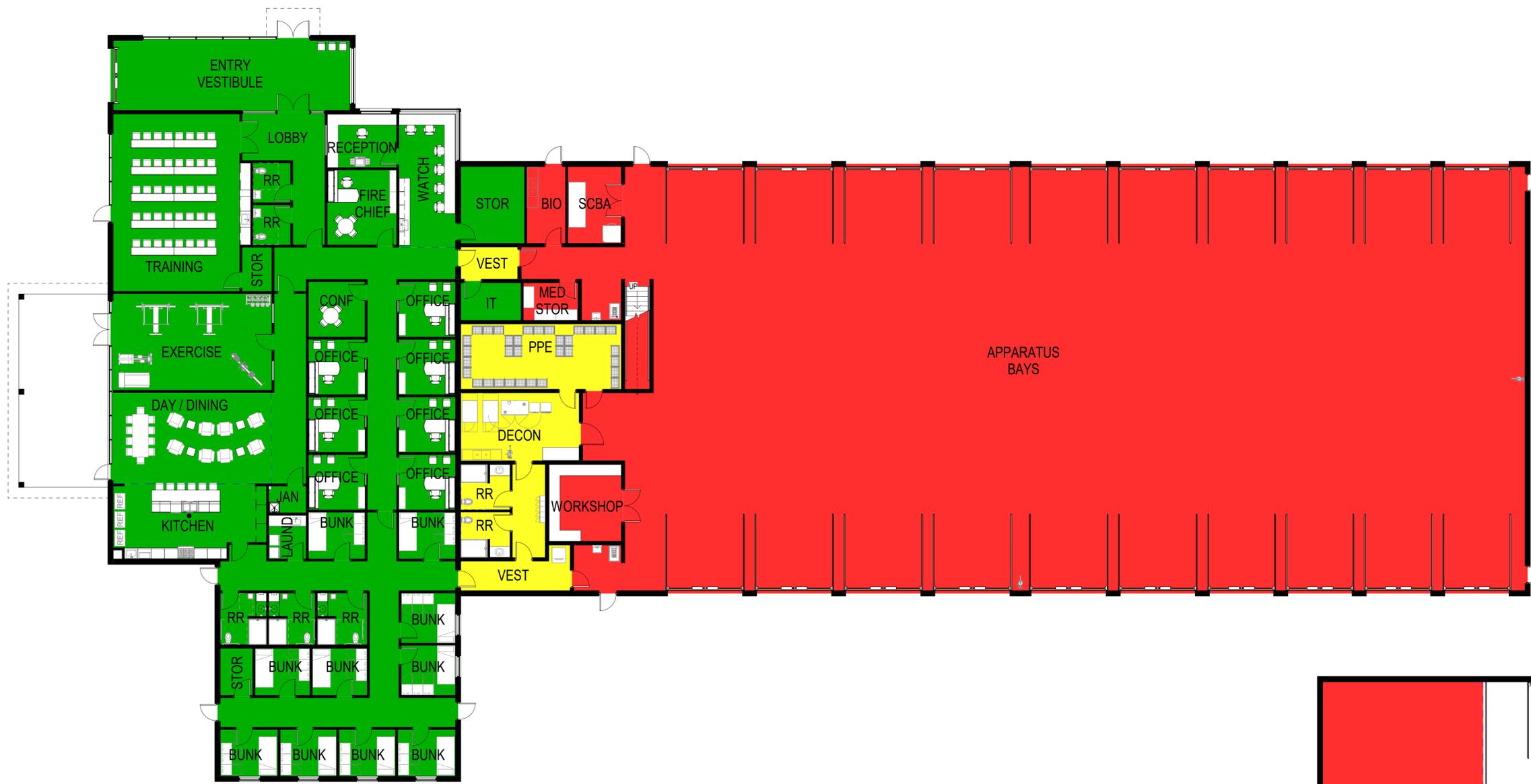


ENTRY VESTIBULE =	632 SF
ADMIN / LIVING =	8,272 SF
PATIO =	600 SF
DECON / SUPPORT =	2,484 SF
APP BAY =	13,716 SF
MEZZANINE =	2,484 SF
<b>TOTAL =</b>	<b>28,188 SF</b>

**A** FIRST FLOOR - FLOOR PLAN  
 3/32" = 1'-0"  
 0 5 10 20'

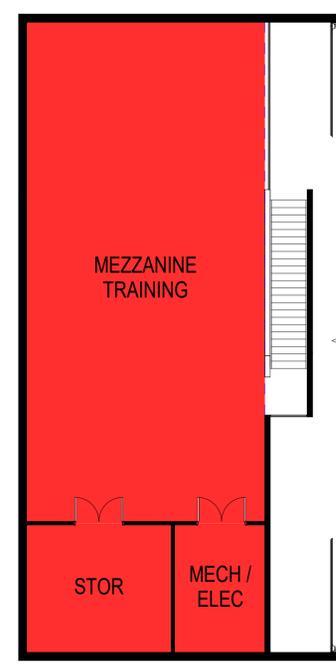


**B** MEZZANINE FLOOR - FLOOR PLAN  
 3/32" = 1'-0"  
 0 5 10 20'



ENTRY VESTIBULE =	632 SF
ADMIN / LIVING =	7,462 SF
PATIO =	600 SF
DECON / SUPPORT =	2,484 SF
APP BAY =	13,716 SF
MEZZANINE =	2,484 SF
<b>TOTAL =</b>	<b>27,378 SF</b>

**A** FIRST FLOOR - FLOOR PLAN  
 3/32" = 1'-0"  
 0 5 10 20'



**B** MEZZANINE FLOOR - FLOOR PLAN  
 3/32" = 1'-0"  
 0 5 10 20'







# City Commission Agenda Item

Meeting Date: March 17, 2026  
From: Public Services Department-Cemetery  
Item: Bid – Schmidt & Sons for (2) 2025 Kubota ZD1211R-3-60R Mowers

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Schmidt & Sons, for the purchase of two 2025 Kubota mowers for use by the cemetery shop, for an amount not to exceed \$35,600.00. **(Voice Vote)**

**Background:** Two bids received: Schmidt & Sons and Wichita Tractor Co. We recommend awarding the purchase to Schmidt & Sons, located in Winfield, KS, for the purchase of (2) 2025 Kubota ZD1211R-3-60R.

The purchase of two (2) mowers is necessary for the Cemetery Division, as they are essential for completing the large volume of mowing required during the mowing season. The two (2) proposed mowers meet all required specifications, including a 60-inch rear discharge deck and a two-year warranty, with an estimated delivery time of one to two weeks.

The cemetery shop currently operates two (2) 2016 Kubota ZD326 mowers that have been well maintained over the past ten years. As part of this equipment replacement plan, both units will be sold on Purple Wave.

**Commission Options:**

- 1. Approve the Resolution.
- 2. Disapprove of the Resolution.
- 3. Table the Resolution for further discussion.

**Fiscal Impact:** Amount: **\$35,600.00**

Fund:**01 - General Fund** Department: **533- Cemetery** Expense Code: **7405 - Machinery/Equipment**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Schmidt & Sons Quote, and Bid Table

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2026-03-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY SCHMIDT & SONS, FOR THE PURCHASE OF TWO 2025 KUBOTA MOWERS FOR USE BY THE CEMETERY SHOP, FOR AN AMOUNT NOT TO EXCEED \$35,600.00.**

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Schmidt & Sons, for the purchase of two 2025 Kubota mowers for use by the cemetery shop, for an amount not to exceed \$35,600.00.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of The City of City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

**SECTION THREE:** This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of Maech 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-03-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on March 17, 2026, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk

**(2) Mowers Cemetery**

COMPANY	Schmidt & Sons	Wichita Tractor Co.
Equipment Type	(2) 2025 Kubota ZD1211R-3-60R	(2) 2026 Kubota ZD1211L-3-60R
TOTAL COST	\$35,600.00	\$39,900.00
DELIVERY TIME	1-2 Weeks	4-6 Weeks
MEET SPECS	Yes- 60-inch rear discharge deck	Yes- 60-inch rear discharge deck
WARRANTY	2- year standard warranty	2-year standard warranty



**Quote # 1513626**

Exp. 29-Apr-2026

Balance Due  
**\$252,400.00**

**Prepared For**

CITY OF ARKANSAS CITY

**Prepared By**

TRAVIS CLINESMITH  
5255 N Deere Road  
Park City, KS 67219  
Phone: 316-942-1457  
Mobile Phone: 620-778-1946

Description	QTY	Selling Price
<b>New 2026 JOHN DEERE 3.5 CY, HV, SB, SCALE TRIAL 6032DW-1DW544PBVTLX27419</b>	1	<b>\$384,694.00</b>
Attachments	1	<b>\$20,126.29</b>
PowerGuard - 4000 Total Hours, 60 Total Months, \$200 Deductible Date Quoted : 26-Jan-2026		
<b>Subtotal</b>		<b>\$404,820.29</b>
Customer Discounts		(\$152,420.29)
<b>Total Selling Price</b>		<b>\$252,400.00</b>
<b>Total Tax</b>		<b>\$0.00</b>
<b>Sub Total</b>		<b>\$252,400.00</b>
<b>Balance Due</b>		<b>\$252,400.00</b>

Please review the John Deere privacy policy at <https://www.deere.com/en/privacy-and-data>

544P





**Configurations**

**New 2026 JOHN DEERE 3.5 CY, HV, SB, SCALE TRIAL 6032DW**      **QTY**  
**1**

**Base / Options**

United States	1	BoltOn Cutting Edge	1
English	1	Axle Oil Cooling and Filtration	1
Translated Text Labels	1	Cold Weather Starting	1
Level 3 Trim	1	Heated And Powered Exterior Mirrors	1
Rear Camera Primary Display	1	Debris Package	1
Less Detection System	1	Maintenance and Service Package	1
Premium Package Radio	1	Auxiliary Equipment Package	1
Left Side Steps	1	Standard Loader	1
JDLINK	1	Standard ZBAR	1
SmartWeigh Ready Trial	1	Level 2 Performance	1
8 IN 203mm Touchscreen Display	1	Michelin XTLA 20.5R25 L2 1Star Radial Tires w 3 PC Rims	1
Less Secondary Display	1	Standard Front Fenders	1
John Deere 4.5L FT4SV	1	Less Fork Frame	1
Standard Hitch w Pin Rear Counterweight	1	Less Tines	1
Joystick Controls	1	3.50 YD 2.70 CM Enhanced Performance	1
Three Function Hydraulics	1	Guards Transmission Bottom	1
Hydraulic Coupler HiVisISO Pattern	1	Level 2 Fleet Health	1

**Dealer Attachments**

106in Wide Bio-Mass Rake	1	Unit Qty
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**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY**  
Year-To-Date February 28, 2026

Fund	Cash Summary						Budget Summary			
	1/1/2026 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	02/28/2026 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (84%)
01 - GENERAL FUND	\$ 3,803,155.10	\$ -	\$ 3,870,253.22	\$ 1,984,155.50	\$ (80,661.73)	\$ 5,608,591.09	\$ 15,273,985	\$ 25,410.49	\$ 13,264,419	86.84%
15 - STORMWATER FUND	\$ 802,118.28	\$ -	\$ 68,120.44	\$ 40,784.85	\$ (2,071.70)	\$ 827,382.17	\$ 582,149	\$ -	\$ 541,364	92.99%
16 - WATER FUND	\$ 3,141,864.77	\$ -	\$ 1,154,747.07	\$ 1,178,913.23	\$ (175,544.98)	\$ 2,942,153.63	\$ 11,490,794	\$ 483,320.96	\$ 9,828,560	85.53%
18 - SEWER FUND	\$ 5,068,950.41	\$ -	\$ 542,521.30	\$ 496,224.11	\$ (22,136.81)	\$ 5,093,110.79	\$ 3,872,258	\$ 50,763.77	\$ 3,325,270	85.87%
19 - SANITATION FUND	\$ 2,092,063.64	\$ -	\$ 346,739.60	\$ 231,015.62	\$ (26,757.05)	\$ 2,181,030.57	\$ 2,392,218	\$ -	\$ 2,161,202	90.34%
20 - SPECIAL RECREATION FUND	\$ 45,590.63	\$ -	\$ -	\$ 3,675.00	\$ -	\$ 41,915.63	\$ 60,830	\$ -	\$ 57,155	93.96%
21 - SPECIAL STREET FUND	\$ 1,130,504.27	\$ -	\$ 79,613.56	\$ 22,803.37	\$ (1,918.95)	\$ 1,185,395.51	\$ 3,236,885	\$ -	\$ 3,214,082	99.30%
23 - TOURISM/CONVENTION FUND	\$ 171,995.67	\$ -	\$ 42,158.27	\$ 25,000.00	\$ -	\$ 189,153.94	\$ 335,507	\$ -	\$ 310,507	92.55%
26 - SPECIAL ALCOHOL FUND	\$ 77,128.67	\$ -	\$ -	\$ -	\$ (73.47)	\$ 77,055.20	\$ 89,838	\$ -	\$ 89,838	100.00%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 251,774.74	\$ 251,774.74	\$ -	\$ -	\$ 500,000	\$ -	\$ 248,225	49.65%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund	\$ -	\$ -	
31 - LAND BANK FUND	\$ 23,504.44	\$ -	\$ -	\$ 90.40	\$ -	\$ 23,414.04	\$ 22,673	\$ -	\$ 22,583	99.60%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 89,311.17	\$ -	\$ -	\$ -	\$ -	\$ 89,311.17	\$ 108,369	\$ -	\$ 108,369	100.00%
43 - BOND & INTEREST FUND	\$ 571,393.58	\$ -	\$ 64,594.98	\$ 82,658.75	\$ -	\$ 553,329.81	\$ 1,113,794	\$ -	\$ 1,031,135	92.58%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 213,382.47	\$ 213,382.47	\$ -	\$ -	\$ 2,750,000	\$ -	\$ 2,536,618	92.24%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 119,150.85	\$ -	\$ 9,502.67	\$ 54,280.10	\$ -	\$ 74,373.42	\$ 210,412	\$ -	\$ 156,132	74.20%
53 - MUNICIPAL COURT FUND	\$ 9,731.15	\$ -	\$ -	\$ -	\$ 267.52	\$ 9,998.67	Not a Budgeted Fund	\$ -	\$ -	
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund	\$ -	\$ -	
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 6,143.23	\$ 6,143.23	\$ -	\$ -	\$ 87,000	\$ -	\$ 80,857	92.94%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,226,462.84	\$ -	\$ 56,176.96	\$ 182,893.19	\$ (36,831.81)	\$ 1,062,914.80	Not a Budgeted Fund	\$ -	\$ -	
<b>TOTALS</b>	<b>\$ 18,560,519.97</b>	<b>\$ -</b>	<b>\$ 6,705,728.51</b>	<b>\$ 4,773,794.56</b>	<b>\$ (345,728.98)</b>	<b>\$ 20,146,724.94</b>	<b>\$ 42,126,712.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 8,210,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 13,500,000
GO 2022 TAXABLE STROTHER FIELD	\$ 3,800,000
GO 2023 TAXABLE LAND PURCHASE	\$ 490,000
2023 WWTP SRF LOAN	\$ 8,222,024
2024 STROTHER FIELD SRF LOAN (1st PMT 2/1/2027)	\$ 421,887
2025 KPWSLF GREENSAND FILTER	\$ 2,089,000
2025 FERRARA TENGINE	\$ 900,603
2019 FERRARA PUMPER TRUCK LEASE	\$ 173,359
2024 BACKHOE	\$ 114,630
2025 PIPE FUSION MACHINE	\$ 83,079
2025 SKID STEER	\$ 59,478
<b>TOTAL</b>	<b>\$ 38,064,059</b>

Note: Information is Unaudited