

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, JANUARY 28, 2016
7:00 P.M.
SPRING HILL CIVIC CENTER
401 N. MADISON – ROOM 15**

CALL TO ORDER

INVOCATION Pastor Irvin Middlebusher, Ocheltree Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION: 4th Quarter Performance Measures, Johnson County Fire District No. 2,
Chief Jim Francis

CONSENT AGENDA:

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes: January 14, 2016
2. Consider Approval of Purchase: DS-75 Document Folder/Inserter
3. Consider Acceptance of Bid: Wilson Street Storm Sewer Improvements, Phase 3,
Linaweaver Construction, Inc.
4. Resolution No. 2016-R-03: Expressing Spring Hill Support for the Osawatomie State Hospital
5. Consider Approval of Contract: Spring Hill Website Redesign, CivicPlus

FORMAL COUNCIL ACTION

6. Ordinance No. 2016-02: Consider Rezoning, Z-03-15, R-R Rural Residential to M-1 General Industrial, 20241 W. 183rd Street, RLC Management
7. Consider Approval of Contract: Design of Security Upgrades at the Civic Center, Treanor Architects t

ANNOUNCEMENTS and REPORTS

ADJOURN



Johnson County Fire District No. 2



2015 Stats and Performance Measures - City of Spring Hill

| 2015 INCIDENTS YTD | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | 2015 Total responses | % Of Incidents |
|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------------------|----------------|
| Fire Incidents | 13 | 12 | 15 | 13 | 17 | 12 | 14 | 18 | 15 | 12 | 25 | 10 | 176 | 28% |
| Structure Fires | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 5 | 1% |
| EMS Incidents | 45 | 30 | 33 | 47 | 35 | 36 | 39 | 32 | 39 | 41 | 48 | 25 | 450 | 71% |
| | 58 | 43 | 49 | 60 | 53 | 48 | 53 | 51 | 54 | 53 | 73 | 36 | 631 | |

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | YTD AVERAGE |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------|
| Turn out times ¹ | 0:00:46 | 0:00:55 | 0:00:47 | 0:00:38 | 0:00:33 | 0:00:28 | 0:00:42 | 0:00:51 | 0:00:46 | 0:00:42 | 0:00:53 | 0:00:33 | 0:00:45 |
| EMS Travel Times ² | 0:02:54 | 0:03:47 | 0:03:40 | 0:03:03 | 0:03:33 | 0:03:10 | 0:03:38 | 0:03:13 | 0:03:42 | 0:03:11 | 0:02:49 | 0:03:08 | 0:03:08 |
| Fire Travel Times ² | 0:03:03 | 0:03:20 | 0:04:38 | 0:03:10 | 0:03:19 | 0:03:06 | 0:02:49 | 0:04:51 | 0:04:14 | 0:03:40 | 0:03:47 | 0:03:44 | 0:03:27 |

¹Goal for Measure-Less than 60 Seconds ²Goal for Measure- NFPA- 4Minutes USFA- 6Minutes

2014 Comparisons

| 2014 INCIDENTS | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | 2014 Total responses | % Of Incidents |
|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------------------|----------------|
| Fire Incidents | 26 | 8 | 26 | 14 | 15 | 10 | 15 | 12 | 14 | 19 | 8 | 10 | 177 | 30% |
| Structure Fires | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 1% |
| EMS Incidents | 35 | 32 | 32 | 31 | 26 | 44 | 40 | 44 | 41 | 29 | 42 | 23 | 419 | 70% |
| | 62 | 40 | 59 | 45 | 41 | 54 | 55 | 56 | 56 | 48 | 50 | 33 | 599 | |

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | 2013 Average |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------|
| Turn out times ¹ | 0:00:48 | 0:00:54 | 0:00:52 | 0:00:46 | 0:00:57 | 0:00:54 | 0:00:54 | 0:00:48 | 0:00:44 | 0:00:52 | 0:00:53 | 0:01:02 | 0:00:51 |
| EMS Travel Times ² | 0:03:25 | 0:03:31 | 0:04:05 | 0:02:47 | 0:04:02 | 0:03:05 | 0:03:38 | 0:03:32 | 0:03:11 | 0:03:19 | 0:03:24 | 0:03:19 | 0:03:26 |
| Fire Travel Times ² | 0:03:53 | 0:03:03 | 0:03:18 | 0:03:45 | 0:03:22 | 0:03:51 | 0:03:51 | 0:02:52 | 0:02:54 | 0:03:24 | 0:03:02 | 0:02:20 | 0:03:22 |

¹Goal for Measure-Less than 60 Seconds ²Goal for Measure- NFPA- 4Minutes USFA- 6Minutes

| 2015 Patient Transports | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | TOTALS | |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------|
| JCFD2 Transports | 18 | 10 | 13 | 16 | 11 | 19 | 12 | 18 | 18 | 21 | 27 | 15 | 198 | 47.48% |
| MedAct Intercept Transports | 10 | 9 | 8 | 14 | 7 | 9 | 11 | 8 | 8 | 8 | 3 | 3 | 98 | 23.50% |
| Med Act Transports | 6 | 7 | 7 | 5 | 3 | 1 | 4 | 3 | 3 | 2 | 3 | 0 | 44 | 10.55% |
| Miami County Transports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| Other Transports (lifenet, eg) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| Total | 34 | 26 | 28 | 35 | 21 | 29 | 27 | 29 | 29 | 31 | 33 | 18 | 340 | |
| Not Transported By EMS | 9 | 3 | 5 | 5 | 9 | 5 | 10 | 4 | 6 | 5 | 10 | 6 | 77 | 18.47% |

| 2014 Patient Transports | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | TOTALS | |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------|
| JCFD2 Transports | 13 | 12 | 13 | 12 | 9 | 17 | 10 | 13 | 17 | 11 | 15 | 7 | 149 | 36.97% |
| MedAct Intercept Transports | 10 | 4 | 8 | 5 | 4 | 8 | 12 | 13 | 8 | 11 | 10 | 9 | 102 | 25.31% |
| Med Act Transports | 8 | 6 | 3 | 8 | 2 | 4 | 6 | 5 | 4 | 4 | 3 | 1 | 54 | 13.40% |
| Miami County Transports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| Other Transports (lifenet, eg) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| Total | 31 | 22 | 24 | 25 | 15 | 29 | 28 | 31 | 29 | 26 | 28 | 17 | 305 | |
| Not Transported By EMS | 5 | 7 | 8 | 7 | 9 | 11 | 6 | 18 | 11 | 1 | 10 | 5 | 98 | 24.32% |

| 2015 Other Data | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | TOTALS |
|--------------------------------------|----------------------------|------|------|----------------------------|------|------|----------------------------|------|------|------|------|------|--------|
| Training Hours Recorded ¹ | 1867 | 2042 | 1660 | 1833 | 1665 | 1670 | 1653 | 1546 | 1487 | 1906 | 1913 | 1525 | 20767 |
| Hydrants Tested ² | Hydrants Tested in 4th Qtr | | | Hydrants Tested in 4th Qtr | | | Hydrants Tested in 4th Qtr | | | 847 | 199 | 45 | 1091 |
| Pub Ed Events ³ | 1 | 4 | 0 | 5 | 1 | 3 | 1 | 2 | 2 | 4 | 2 | 4 | 29 |
| Number Contacted ³ | 1 | 210 | 0 | 143 | 25 | 360 | 900 | 5 | 2080 | 932 | 6 | 89 | 4751 |
| Burn Permits Issued | 16 | 1 | 30 | 1 | 9 | 14 | 15 | 6 | 12 | 19 | 17 | 15 | 155 |

Goals for Measures ¹ Meet ISO/KBEMS Requirements ² 100% of all Hydrants Tested ³ At Least 6 Pub ED events per year with 1200 contacts made

| 2014 Other Data | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | TOTALS | |
|--------------------------------------|---|------|------|------|------|------|--|------|------|------|------|------|--------|------|
| Training Hours Recorded ¹ | 1840 | 2256 | 2086 | 2349 | 1580 | 2121 | 1397 | 2092 | 1898 | 2388 | 1606 | 1478 | 23091 | |
| Hydrants Tested ² | Per ISO Hydrants inspections done once per year | | | 813 | 326 | 0 | Per ISO Hydrants inspections done once per year in 2nd Qtr | | | | | | | 1139 |
| Pub Ed Events ³ | 1 | 1 | 0 | 1 | 0 | 0 | 7 | 2 | 2 | 14 | 2 | 3 | 33 | |
| Number Contacted ³ | 30 | 18 | 0 | 32 | 0 | 0 | 858 | 10 | 644 | 2014 | 334 | 47 | 3987 | |
| Burn Permits Issued | 1 | 3 | 24 | 21 | 18 | 16 | 18 | 18 | 17 | 18 | 18 | 8 | 180 | |

Goals for Measures ¹ Meet ISO/KBEMS Requirements ² 100% of all Hydrants Tested ³ At Least 6 Pub ED events per year with 1200 contacts made

2015 Incident Type Report (Summary)

| 1 Fire | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Grand Total | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|
| 111 Building fire | | | 1 | 1 | | 1 | | | 1 | | | | 1 | 5 |
| 113 Cooking fire, confined to container | | | 1 | | | | | | | | | | 1 | 2 |
| 114 Chimney or flue fire, confined to chimney or | | 1 | | | | | | | | | | 1 | | 2 |
| 131 Passenger vehicle fire | | | | | | 1 | | | | | | 1 | | 2 |
| 138 Off-road vehicle or heavy equipment fire | | | | | | 1 | | | | | | | | 1 |
| 142 Brush or brush-and-grass mixture fire | | | | 1 | 1 | | | | | | 1 | | | 3 |
| 143 Grass fire | | 1 | 2 | 1 | | | | | | | | | | 4 |
| 151 Outside rubbish, trash or waste fire | | | | 1 | | 1 | | | | | | | | 2 |
| 162 Outside equipment fire | | | | | | | | | | | | 1 | | 1 |
| 173 Cultivated trees or nursery stock fire | | | | | 1 | | | | | | | | | 1 |
| | | 2 | 4 | 4 | 2 | 4 | | | 1 | | 1 | 3 | 2 | 23 |
| 3 Rescue & Emergency Medical Service Incident | | | | | | | | | | | | | | |
| 311 Medical assist, assist EMS crew | | | 1 | 1 | 1 | 1 | 1 | | 2 | 2 | | 1 | | 10 |
| 321 EMS call, excluding vehicle accident with inj | | 44 | 29 | 31 | 42 | 29 | 34 | 35 | 27 | 36 | 40 | 40 | 24 | 411 |
| 322 Motor vehicle accident with injuries | | | | | 3 | 2 | | 1 | | | | 1 | | 7 |
| 323 Motor vehicle/pedestrian accident (MV Ped) | | | | | | | | | | | | 1 | 1 | 2 |
| 324 Motor Vehicle Accident with no injuries | | | | 1 | | | 1 | 1 | | | | 1 | | 4 |
| 381 Rescue or EMS standby | | | | | | | | | | 1 | 1 | | | 2 |
| | | 44 | 30 | 33 | 46 | 32 | 36 | 37 | 29 | 39 | 41 | 44 | 25 | 436 |
| 4 Hazardous Condition (No Fire) | | | | | | | | | | | | | | |
| 411 Gasoline or other flammable liquid spill | | | | | | | | 1 | | | | | | 1 |
| 412 Gas leak (natural gas or LPG) | | 1 | | | | | | 1 | | 1 | 1 | | | 4 |
| 422 Chemical spill or leak | | | | | 2 | | | | | | | | | 2 |
| 424 Carbon monoxide incident | | | | | | | 1 | | 1 | | | | | 2 |
| 441 Heat from short circuit (wiring), defective/worn | | | | | 1 | | | | | | | | | 1 |
| 444 Power line down | | | | | | | | | 1 | | | 3 | | 4 |
| 445 Arcing, shorted electrical equipment | | | | | | 3 | 2 | 1 | 1 | 1 | 1 | 1 | | 10 |
| 463 Vehicle accident, general cleanup | | | | | | | | | 1 | | | | | 1 |
| | | 1 | | | 3 | 3 | 3 | 3 | 4 | 2 | 2 | 4 | | 25 |
| 5 Service Call | | | | | | | | | | | | | | |
| 510 Person in distress, Other | | 2 | | | | | | | | | | | | 2 |
| 511 Lock-out | | | | 1 | | 1 | | | | | | 1 | | 3 |
| 531 Smoke or odor removal | | 1 | | | | 1 | 1 | | | | | | | 3 |
| 550 Public service assistance, Other | | | | | 1 | | | | | | | | | 1 |
| 551 Assist police or other governmental agency | | | | 2 | | | 1 | 2 | 2 | 1 | | | | 8 |
| 553 Public service | | | 1 | | 1 | | | | | | | 1 | | 3 |
| 554 Assist invalid | | 1 | 1 | 2 | 1 | 1 | 1 | | | 3 | 4 | 6 | 4 | 24 |
| 561 Unauthorized burning | | | | | 1 | 2 | | | 1 | 2 | | 1 | | 7 |
| | | 4 | 2 | 5 | 4 | 5 | 3 | 2 | 3 | 6 | 4 | 9 | 4 | 51 |

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Grand Total |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| 6 Good Intent Call | | | | | | | | | | | | | |
| 611 Dispatched & cancelled en route | | 2 | | 3 | | 1 | 1 | | 1 | 2 | 1 | 3 | 14 |
| 6111 EMS Call Dispatched & cancelled en route | | 1 | | | 1 | 3 | | 2 | 3 | | | 4 | 14 |
| 622 No Incident found on arrival at dispatch add | | 1 | 2 | 1 | | 1 | 1 | 2 | 3 | 2 | 1 | | 15 |
| 631 Authorized controlled burning | | | | 1 | | | | 2 | 3 | 1 | | 1 | 9 |
| 651 Smoke scare, odor of smoke | | | 1 | | | | 1 | | | | | | 2 |
| 661 EMS call, party transported by non-fire agency | | | | 1 | | | | | | | | 1 | 2 |
| 671 HazMat release investigation w/no HazMat | | | | | | | | 1 | 1 | | | | 3 |
| | | 4 | 3 | 6 | 1 | 5 | 3 | 7 | 11 | 5 | 2 | 9 | 59 |
| 7 False Alarm & False Call | | | | | | | | | | | | | |
| 711 Municipal alarm system, malicious false alarm | | | | | | | | | | | | | 1 |
| 733 Smoke detector activation due to malfunction | | 1 | 1 | 1 | | | | 1 | | | | 2 | 6 |
| 735 Alarm system sounded due to malfunction | | | | | | | | | | 1 | | | 1 |
| 736 CO detector activation due to malfunction | | | | | | | | | | | 1 | | 1 |
| 743 Smoke detector activation, no fire - unintentional | | 1 | 2 | | 1 | 1 | 2 | 1 | | | 2 | | 10 |
| 744 Detector activation, no fire - unintentional | | | | | | 1 | 1 | | 1 | | | 1 | 4 |
| 745 Alarm system activation, no fire - unintentional | | | 1 | | 3 | 1 | | 2 | 1 | 1 | | 1 | 11 |
| 746 Carbon monoxide detector activation, no CC | | 1 | | | | | | | | | | | 1 |
| | | 3 | 4 | 1 | 4 | 3 | 3 | 4 | 2 | 2 | 3 | 4 | 35 |
| 8 Severe Weather & Natural Disaster | | | | | | | | | | | | | |
| 814 Lightning strike (no fire) | | | | | | 1 | | | | | | | 1 |
| | | | | | | 1 | | | | | | | 1 |
| 9 Special Incident Type | | | | | | | | | | | | | |
| 911 Citizen complaint | | | | | | | | | 1 | | | | 1 |
| | | | | | | | | | 1 | | | | 1 |
| Grand Total | 58 | 43 | 49 | 60 | 53 | 48 | 53 | 51 | 54 | 53 | 73 | 36 | 631 |

| | Count of Incidents with Loss Values | Total Values | Total Losses | Total Saved | Percent Lost | Percent Saved |
|----------------------------|-------------------------------------|--------------|--------------|---------------------|--------------|---------------|
| 111 Building fire | 5 | \$7,281,000 | \$55,000 | \$7,226,000 | 0.76% | 99.24% |
| 131 Passenger vehicle fire | 1 | \$500 | \$500 | \$0 | 100.00% | 0.00% |
| Grand Total: | 5 | \$7,281,500 | \$55,500 | \$7,226,000 | | |
| Total Percent lost | | 0.76% | | Total Percent Saved | | 99.24% |

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
January 14, 2016**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas, on January 14, 2016. The meeting convened at 7:00p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Chris Leaton
Floyd Koder
Chad Eckert
Andrea Hughes

Councilmembers absent: Clint Gillis

Staff in attendance: City Administrator Jonathan Roberts
Police Chief Richard Mann
Finance Director Melanie Landis
Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins
City Bond Advisor, Tyler Ellsworth, Kutak Rock
City Financial Advisor, Tom Kaleko, Springsted

ROLL CALL

The City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA

Motion by Leaton, seconded by Eckert, to approve the agenda as presented. Motion carried 4-0-0

CONSENT AGENDA:

Motion by Leaton, seconded by Eckert, to approve the Consent Agenda as presented.

1. **Approval of Minutes: December 10, 2015**
2. **Appropriation Order 2016-01-14**
3. **Consider Approval for Letter of Engagement for December 31, 2015 Financials, Mize & Houser Company, P.A.**
4. **Consider Approval of Contract: Bi-Annual Generator Service Work, Cummins Central Power**
5. **Consider Approval of Change Order No. 3: BNSF Utility Adjustments, Westland Construction**
6. **Consider Approval of Revised Exhibit A attached to BNSF Permit No. F50373 dated March 29, 1951, relating to a City 8" water line crossing railroad tracks**
7. **Consider Approval of Site Plan: SP-04-15, Spring Hill Mini Storage, Strickland Construction**
8. **Consider Approval of Improvement Agreement: Village on Victory III, MCK Partnership, LLC**
9. **Consider Approval of Final Plat: FP-04-15, Village on Victory III, MCK Partnership, LLC**

Motion carried 4-0-0.

FORMAL COUNCIL ACTION

10. **Ordinance No. 2016-01: Authorizing the Issuance and Delivery of \$~~543,000~~ [539,000] Principal amount of General Obligation Bonds, Series 2016A (Taxable Under Federal Law), and providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on the Bonds as they become due**

The Finance Director presented the ordinance that authorizes the issuance and delivery of taxable general obligation improvement bonds, Series 2016A, for the improvements made to the existing water tower. The principal amount for the project is \$539,000 which is lower than the original estimate of \$543,000. The City's Bond Counsel,

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

Mr. Tyler Ellsworth with Kutak Rock, and Financial Consultant, Mr. Tom Kaleko with Springsted, assisted the City in preparing the ordinance and bond sale.

Mr. Kaleko reported that the City solicited three bids and received two bids at Noon on January 14, 2016. The winning bid was submitted by Commerce Bank with a 3.54% taxable issue for 10 years. Mr. Kaleko also reported that since this was a relatively small sale and to save on fees, they did a limited competitive sale, which basically means RFP's were sent to three banks and received two bids. Mr. Kaleko is pleased with the rate and recommends awarding the bonds to Commerce Bank.

Motion by Leaton, seconded by Eckert, to approve Ordinance No. 2016-01 authorizing the issuance and delivery of \$539,000 principal amount of General Obligation Bonds, Series 2016A. Motion carried by roll of the City Council 4-0-0. Koder-yea, Hughes-yea, Leaton-yea, Eckert-yea.

11. Resolution No. 2016-R-01: Prescribing the form and details of and authorizing the delivery of \$~~543,000~~ [539,000] Principal amount of General Obligation Bonds, Series 2016A (Taxable under Federal Law), of the City of Spring Hill, Kansas, previously authorized by an ordinance of the City

The Finance Director presented the resolution prescribing the form and details of and authorizing the delivery of \$539,000 principal amount of general obligation bonds, Series 2016A (Taxable under Federal Law), of the City of Spring Hill, Kansas, previously authorized by Ordinance 2016-01.

The ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

Motion by Leaton, seconded by Eckert, to approve Resolution 2016-R-01 prescribing the form and details of and authorizing the delivery of \$539,000 principal amount of general obligation bonds. Motion carried 4-0-0.

12. Resolution No. 2016-R-02: Consider approving acquisition of easements for the Wilson Street Storm Sewer Project Phase III

The City Attorney presented the resolution to consider approving acquisition of easements for the Wilson Street Storm Sewer Project, Phase III.

John Amrein, the City's land acquisition agent, has concluded negotiations with designated landowners. The compensation amounts are within the settlement authority approved by the City Council. Land acquisition costs are paid from USDA loan/bond issue funds. Mr. Amrein's recommendation is for approval of the acceptance of the easements and payment of compensation.

Motion by Leaton, seconded by Eckert, to approve Resolution 2016-R-02. Motion carried 4-0-0.

EXECUTIVE SESSION – Attorney-Client Privilege Exception

13. Motion by Leaton, seconded by Eckert, to recess into Executive Session for 10 minutes under the Attorney-Client Privileged Exception to the Kansas Open Meetings Act: Subject – Pending and Anticipated litigation. The following persons are to be in attendance: City Administrator and City Attorney. Motion carried 4-0-0.

The meeting recessed at 7:13p.m.

The meeting reconvened at 7:23p.m. with everyone present.

Mayor Ellis announced that no votes were taken or decisions made during the executive session. The discussion was limited to the subject stated.

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ADJOURN

Motion by Leaton, seconded by Eckert, to adjourn.

The meeting adjourned at 7:24p.m.

Approved by the City Council on _____.

Glenda Gerrity, City Clerk

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: JANUARY 28, 2016
DATE: JANUARY 21, 2016

Consent action item

Background: In 2012, the City purchased a refurbished folding/inserter machine to assist with folding and mailing full size utility bills and offering the option to insert a monthly newsletter. This machine can no longer be repaired and has reached the end of its lifecycle.

Analysis: City staff has searched for a replacement machine and have found one that meets the needs of our current process of inserting additional informational pieces into the monthly mailing. Quotes were obtained for like machines; however none of the competing machines completely meet the need. The proposed equipment purchase is for one (1) DS-75 document folder and inserter.

Funding Review or Budgetary Impact: This purchase is being requested in accordance with the Spring Hill purchasing policy, chapter 2, section 2.02(B). The total purchase amount is \$10,984.00 for the equipment and was budgeted as a 2016 expenditure. The cost of this machine will be split between the corresponding funds.

Alternatives:

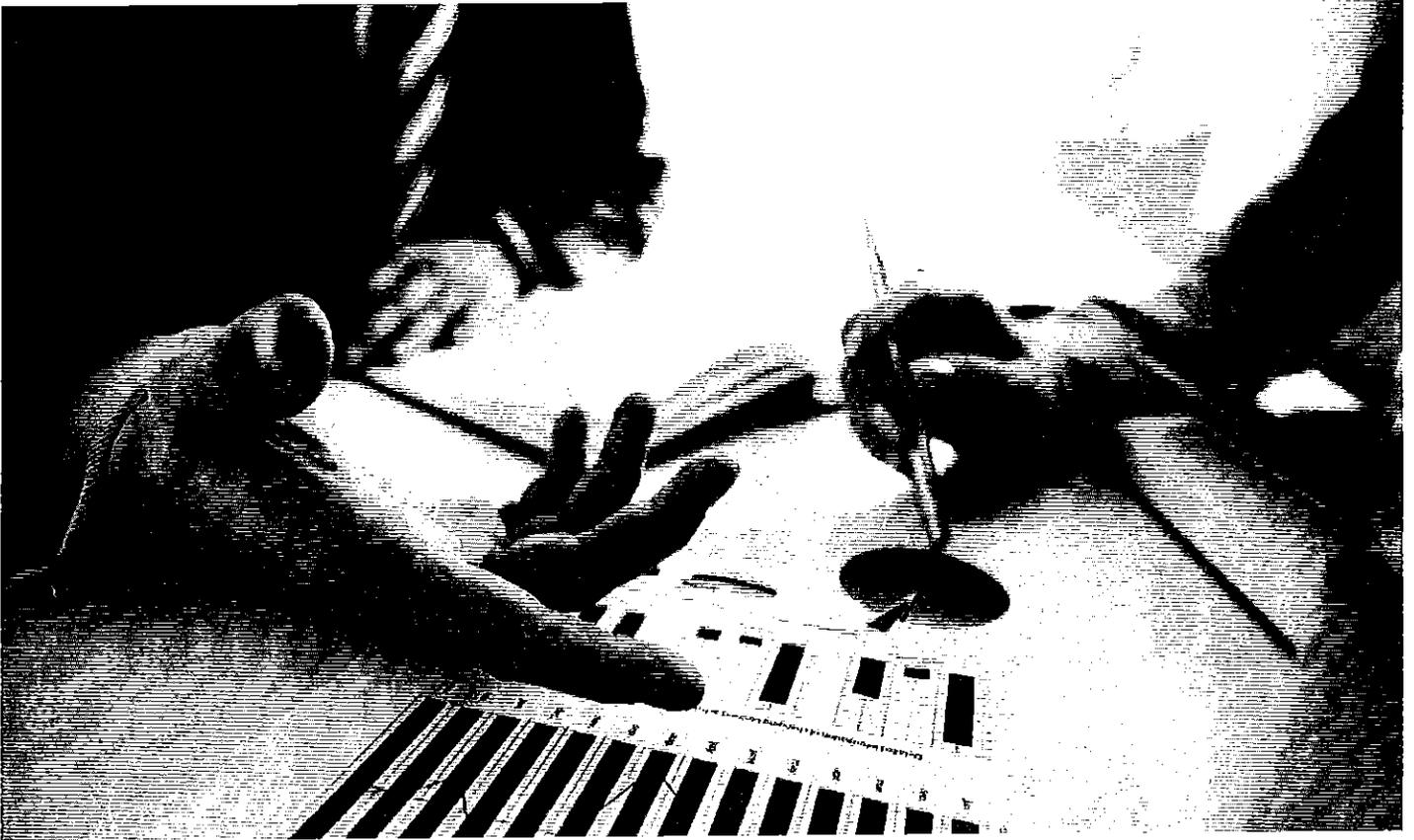
1. Approve the purchase of the DS-75 document folder and inserter equipment.
2. Deny the purchase of the DS-75 document folder and inserter equipment.
3. Table the issue and direct staff to further research.

Legal Review: n/a

Recommendation: Staff recommends the approval of the DS-75 document folder and inserter equipment purchase.

Attachments:

- 1) Proposal/Quote



Mail Processing Solution
City of Spring Hill

Eric Wheeler

Sales Representative
913.888.0333
ewheeler@trustlineage.com

Issued:
1/19/16

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

A CAPABLE PARTNER

- Local 31-year history. Lineage is a locally owned and operated company serving the Kansas City metro area businesses since 1984. We provide dependable and versatile solutions, competitive pricing and unbeatable service to over 4,000 satisfied clients
- Our solutions cover the entire spectrum of mail processing requirements. Whether you're a small office or a production mailing operation, we have quality options to meet your needs

PERSONAL TOUCH

- When contacting Lineage, our customers immediately talk to a live, local person. Call one local number (913) 888-0333 for service, billing, sales or supply inquiries
- We provide simple, straightforward and flexible billing to meet your requirements
- Whether it is Sales, Administration or Service, you'll find consistency in the personnel who service your account

MAXIMUM UPTIME GUARANTEED

- Our service technician to customer ratio is head and shoulders above our competition. Each member of our service department certified on every piece of equipment that we provide. We guarantee a 4-hour response time or you're entitled to a \$40 supply credit
- To help ensure that you're maximizing your equipment investment with us, we never charge for additional training
- We carry supplies, parts and loaner systems in-house to ensure our customers stay up and running
- Supply orders are shipped directly from our local office and are normally received next day
- Our maintenance contracts includes 2 preventative maintenance calls a year. We keep our customers' systems in excellent working condition

QUALITY ASSURED

- Neopost mailing products are rated #1 for overall quality and customer satisfaction by Buyers Laboratory and they also received 4 stars from What to Buy for Business
- You can't lose with our Customer Satisfaction Guarantee. Simply put, we won't be satisfied until you are!



Eric Wheeler



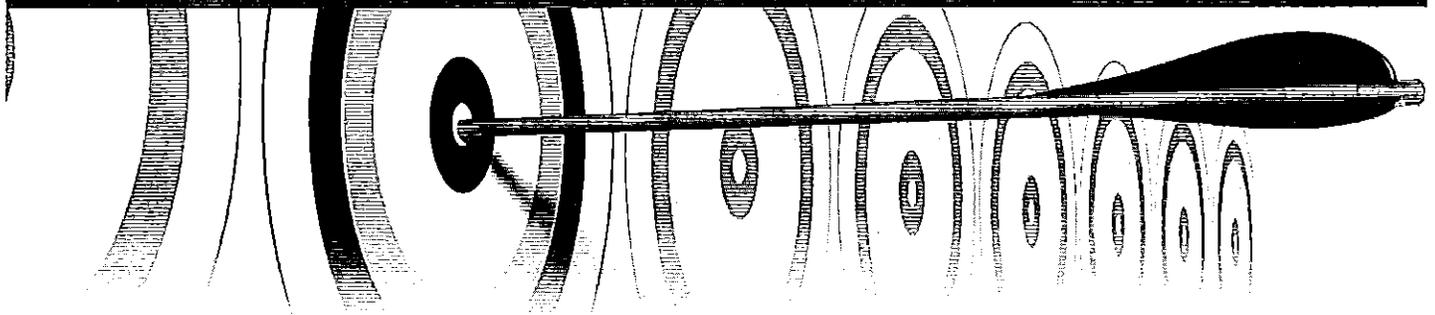
913.888.0333



ewheeler@trustlineage.com



Trustlineage.com



City of Spring Hill

- Current equipment is a Hasler M4000 folder and inserter
- Folder and inserter application is 3 pages into a windowed envelope
 - Invoice (1 page)
 - Newsletter (2 pages)
 - Miscellaneous page (1 page)



Eric Wheeler



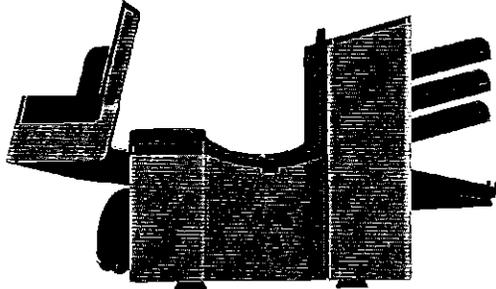
913.888.0333



ewheeler@trustlineage.com



Trustlineage.com



DS-75

Document Folder/Inserter

Product Overview



- Efficiency at your fingertips with an intuitive full-color touchscreen
- Multi-format flexFeeders can process document sizes from full sheets to short inserts
- load'n Go® performs automated setup based on materials you place in the trays
- With powerFold® DS-75 can tri-fold up to 8 pages together and single-fold up to 10
- Ensures accurate mail piece contents with exclusive secure'n Feed® technology
- Non-stop cascade feeding and 25 available job presets enhance productivity

Additional Features

Processing speed up to 3,600 envelopes/hr.

Up to 2 flexFeeders + 1 Insert/BRE feeder

Multi-sheet feeding

Manual feed mode

Accumulate before folding

Fold types: Letter, z-fold, single, double parallel

Standard document sizes: Letter, legal

Document feeder capacity: Up to 325 sheets
(725 with high capacity option)

Insert feeder capacity: Up to 50 BREs (325 with
optional maxiFeeder)

Standard envelope sizes: #10, 6" x 9.5"

Envelope feeder capacity: 325

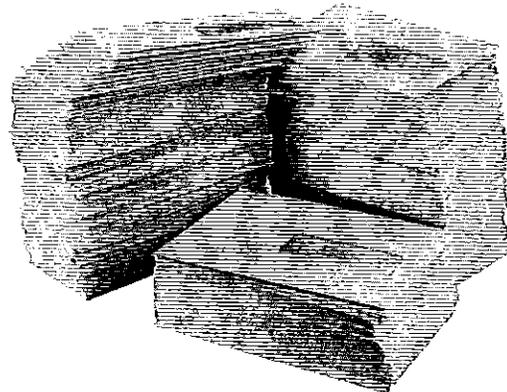
Tip-to-tip envelope sealing

Multiple exit options

System Dimensions

| | |
|---|--------------------|
| Measurements (Length x Depth x Height) | 51" x 18" x 29" |
|---|--------------------|

| | |
|----------------|-----|
| Weight lbs. | 165 |
|----------------|-----|



Eric Wheeler



913.888.0333



ewheeler@trustlineage.com



Trustlineage.com

City of Spring Hill

Proposed Purchase Solution

| Equipment | Purchase Price | Monthly Meter Rental | Annual Maintenance |
|-----------|----------------|----------------------|--------------------|
| DS-75 | \$10,984.00 | n/a | \$2,028 |

Pricing Includes:
Equipment
First Year of Maintenance Free
Maintenance after First year is stated above
Pricing is for the needed 3 tray w/ high capacity vertical stacker



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JOHN BRANN
MEETING DATE: JANUARY 28, 2016
DATE: JANUARY 21, 2016

Consent / Formal Action / Discussion Item: Consent

Issue: Bids for Phase 3 Wilson Street Storm Sewer Improvements

Background: On December 19, 2015, we started advertising for bids for Phase 3 of the Wilson Street storm sewer improvements. Invitations were sent out and a total of twenty nine (29) sets of plans were issued. A total of twelve (12) bids were received for this project, eleven of which were opened and read aloud. One bid was not read because the contractor failed to properly complete the bid form.

Analysis: The low bid, as read at the bid opening, was submitted by Linaweaver Construction, Inc. in the amount of \$432,087.00. See the attached bid tabulation. The second low bid was submitted by V.F. Anderson Builders, LLC in the amount of \$438,660.00. The engineers estimate for this project was \$455,150.00.

Linaweaver Construction, Inc. has experience with projects of this size and type. We have checked references for Linaweaver Construction, Inc. and find them to be acceptable. We have checked with the Johnson County court and find there are no pending law suits for this contractor. We have also checked with the contractors bonding companies and Linaweaver Construction, Inc. is in good standing and has adequate bonding capacity for this project.

Alternatives: Accept the low bid submitted by Linaweaver Construction, Inc. in the amount of \$432,087.00 or reject the low bid and accept one of the other bids. The City can also reject all bids and rebid the project.

Legal Review: The contract documents were previously reviewed and approved the City attorney and the city's insurance agent. The actual bid documents submitted by the low bidder will be sent to the city attorney for final review and approval. The city attorney will present the results of his review at the next council meeting.

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section 3 of the Spring Hill Purchasing Policy. This project is being funded by the Johnson County Storm Water Management Program (75%) and the City of Spring Hill (25%). Attached find a copy of the current budget based on the bid received from Linaweaver Construction, Inc. The city's cost for this project will range from a minimum of \$130,665.50 (no contingencies used) to a maximum of \$149,875.00 (all contingencies used). The city's share is being funded by temporary notes that will be repaid through property taxes.

Recommendation: We recommend acceptance of the bid submitted by Linaweaver Construction, Inc. in the amount of \$432,087.00.

Attachments: Bid tabulation and Phase 3 Budget Summary.

PONZER-YOUNGQUIST BID TAB

Owner CITY OF SPRING HILL, KS
Received Bids @ City Hall - Room 15
 401 N Madison, Spring Hill, KS 66083

Project Wilson Street Stormwater
 Improvements - Phase 3
Date/Time: January 19, 2016 @ 10:00 am

| | | | |
|---------------------------|---|---|---|
| Bidder's Name and Address | Linaweaver Construction, Inc. 719 Gilman Road Lansing, KS 66043 | V.F. Anderson Builders, LLC 16550 E. 227th Street Harrisonville, MO 64701 | Orr Construction Management, Inc. 9812 E. 56th Street Raytown, MO 64133 |
|---------------------------|---|---|---|

| SECTION 1 - ELEIGIBLE FOR JOHNSON COUNTY FUNDING | | | | 5% Bid Bond | | 5% Bid Bond | | 5% Bid Bond | |
|--|--|----------|------|-------------|-------------------|-------------|-------------------|-------------|-------------------|
| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
| 1. | 15" CSP, 16 GA | 385 | LF | \$ 50.00 | \$ 19,250.00 | \$ 39.00 | \$ 15,015.00 | \$ 53.40 | \$ 20,559.00 |
| 2. | 15" CSP Ultra Flo, 16 GA | 143 | LF | 50.00 | 7,150.00 | 39.00 | 5,577.00 | 56.60 | 8,093.80 |
| 3. | 18" CSP, 16 GA | 42 | LF | 70.00 | 2,940.00 | 44.00 | 1,848.00 | 56.60 | 2,377.20 |
| 4. | 21" CSP, 16 GA | 38 | LF | 65.00 | 2,470.00 | 52.00 | 1,976.00 | 61.95 | 2,354.10 |
| 5. | 20" x 16" ACSP Ultra Flo, 16 GA | 99 | LF | 58.00 | 5,742.00 | 48.00 | 4,752.00 | 64.05 | 6,340.95 |
| 6. | 24" CSP ULTRA FLO, 16 GA | 111 | LF | 75.00 | 8,325.00 | 50.00 | 5,550.00 | 64.05 | 7,109.55 |
| 7. | 30" CSP, 16 GA | 282 | LF | 60.00 | 16,920.00 | 54.00 | 15,228.00 | 51.25 | 14,452.50 |
| 8. | 35"x24" ACSP, 16 GA | 197 | LF | 60.00 | 11,820.00 | 63.00 | 12,411.00 | 74.75 | 14,725.75 |
| 9. | 35"x24" ACSP Ultra Flo, 16 GA | 321 | LF | 65.00 | 20,865.00 | 70.00 | 22,470.00 | 73.70 | 23,657.70 |
| 10. | 42" x 29" ACSP Ultra Flo, 16 GA | 330 | LF | 90.00 | 29,700.00 | 83.00 | 27,390.00 | 80.10 | 26,433.00 |
| 11. | 49" x 33" ACSP, 16 GA | 33 | LF | 105.00 | 3,465.00 | 118.00 | 3,894.00 | 139.90 | 4,616.70 |
| 12. | 49" x 33" ACSP 22 1/2 Deg Bend, 16 GA | 1 | EA | 1,200.00 | 1,200.00 | 1,885.00 | 1,885.00 | 1,710.00 | 1,710.00 |
| 13. | 4' x 3' Curb Inlet | 4 | EA | 2,700.00 | 10,800.00 | 3,019.00 | 12,076.00 | 4,800.00 | 19,200.00 |
| 14. | 5' x 3' Curb Inlet | 1 | EA | 2,800.00 | 2,800.00 | 3,030.00 | 3,030.00 | 5,020.00 | 5,020.00 |
| 15. | 5' x 4' Curb Inlet | 2 | EA | 3,100.00 | 6,200.00 | 3,324.00 | 6,648.00 | 5,230.00 | 10,460.00 |
| 16. | 5' x 5' Junction Box | 3 | EA | 3,300.00 | 9,900.00 | 3,490.00 | 10,470.00 | 5,340.00 | 16,020.00 |
| 17. | 5' Dia Type B Junction Box | 1 | EA | 3,300.00 | 3,300.00 | 3,450.00 | 3,450.00 | 3,090.00 | 3,090.00 |
| 18. | 5' x 7' Curb Inlet | 1 | EA | 4,000.00 | 4,000.00 | 4,083.00 | 4,083.00 | 5,765.00 | 5,765.00 |
| 19. | 13' x 6' Field Inlet | 1 | EA | 5,500.00 | 5,500.00 | 5,762.00 | 5,762.00 | 7,900.00 | 7,900.00 |
| 20. | 13' x 6' Junction Box | 1 | EA | 5,850.00 | 5,850.00 | 5,963.00 | 5,963.00 | 6,165.00 | 6,165.00 |
| 21. | 2' Flat Bottom Ditch | 257 | LF | 18.00 | 4,626.00 | 10.00 | 2,570.00 | 32.00 | 8,224.00 |
| 22. | Rip Rap | 11 | SY | 100.00 | 1,100.00 | 85.00 | 935.00 | 64.10 | 705.10 |
| 23. | Connection to 1 1/2" Sump Discharge | 1 | LS | 300.00 | 300.00 | 403.00 | 403.00 | 534.00 | 534.00 |
| 24. | Inlet Retaining Wall for 4'x3' Inlet | 2 | EA | 825.00 | 1,650.00 | 1,265.00 | 2,530.00 | 299.00 | 598.00 |
| 25. | Inlet Retaining Wall for 5'x4' Inlet | 1 | EA | 1,100.00 | 1,100.00 | 1,265.00 | 1,265.00 | 342.00 | 342.00 |
| 26. | Type "A" C&G | 695 | LF | 24.00 | 16,680.00 | 27.00 | 18,765.00 | 34.15 | 23,734.25 |
| 27. | Remove/Replace Type "B" C&G | 250 | LF | 35.00 | 8,750.00 | 36.00 | 9,000.00 | 36.30 | 9,075.00 |
| 28. | 2" Asphalt Milling | 679 | SY | 12.00 | 8,148.00 | 12.00 | 8,148.00 | 10.70 | 7,265.30 |
| 29. | 2" Asphalt Overlay | 10 | Tons | 95.00 | 950.00 | 92.00 | 920.00 | 277.65 | 2,776.50 |
| 30. | 6" Full Depth Asphalt Base | 80 | Tons | 95.00 | 7,600.00 | 92.00 | 7,360.00 | 170.85 | 13,668.00 |
| 31. | 8" C900 DR 14 PVC | 265 | LF | 70.00 | 18,550.00 | 52.00 | 13,780.00 | 21.35 | 5,657.75 |
| 32. | 8" Class 350 DIP | 54 | LF | 100.00 | 5,400.00 | 67.00 | 3,618.00 | 48.05 | 2,594.70 |
| 33. | 6" Class 350 DIP | 18 | LF | 85.00 | 1,530.00 | 67.00 | 1,206.00 | 36.30 | 653.40 |
| 34. | 6" Gate Valve | 2 | EA | 900.00 | 1,800.00 | 972.00 | 1,944.00 | 854.00 | 1,708.00 |
| 35. | 8" Gate Valve | 4 | EA | 1,200.00 | 4,800.00 | 1,202.00 | 4,808.00 | 1,175.00 | 4,700.00 |
| 36. | Fire Hydrant Relocation | 1 | EA | 1,200.00 | 1,200.00 | 3,772.00 | 3,772.00 | 1,068.00 | 1,068.00 |
| 37. | Straddle Block | 4 | EA | 1,000.00 | 4,000.00 | 1,050.00 | 4,200.00 | 342.00 | 1,368.00 |
| 38. | Iron Fittings | 1,559 | LBS | 5.00 | 7,795.00 | 4.00 | 6,236.00 | 9.60 | 14,966.40 |
| 39. | Conn to Ex 8" Main @ Race & Hale (SE) | 1 | LS | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| 40. | Conn to Ex 8" Main @ Race & Hale (NW) | 1 | LS | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| 41. | Conn to Ex 8" Main @ Race & Hale (SW) | 1 | LS | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| 42. | Conn to Ex 6" Main @ Race & Hale (SE) | 1 | LS | 1,500.00 | 1,500.00 | 1,800.00 | 1,800.00 | 1,280.00 | 1,280.00 |
| 43. | Conn to Ex 8" Main @ Race & Nichols (NW) | 1 | LS | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| 44. | Conn to Ex 8" Main @ Race & Nichols (SW) | 1 | LS | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| 45. | Service Reconnection | 2 | EA | 250.00 | 500.00 | 851.00 | 1,702.00 | 1,068.00 | 2,136.00 |
| 46. | Meter Relocation | 4 | EA | 300.00 | 1,200.00 | 938.00 | 3,752.00 | 1,068.00 | 4,272.00 |
| 47. | 3/4" K Copper (Directional Bored) | 45 | LF | 25.00 | 1,125.00 | 56.00 | 2,520.00 | 8.55 | 384.75 |
| 48. | Remove & Replace Asphalt Pavement | 267 | SY | 55.00 | 14,685.00 | 115.00 | 30,705.00 | 85.45 | 22,815.15 |
| 49. | Remove & Replace Asphalt Drive | 38 | SY | 42.00 | 1,596.00 | 37.00 | 1,406.00 | 90.80 | 3,450.40 |
| 50. | Remove & Replace Concrete Drive | 190 | SY | 65.00 | 12,350.00 | 57.00 | 10,830.00 | 55.55 | 10,554.50 |
| 51. | Remove & Replace 4' Concrete Sidewalk | 250 | LF | 32.00 | 8,000.00 | 17.00 | 4,250.00 | 25.65 | 6,412.50 |
| 52. | Remove & Replace Sign | 10 | EA | 315.00 | 3,150.00 | 328.00 | 3,280.00 | 10.68 | 106.80 |
| 53. | Remove & Replace Mailbox | 4 | EA | 100.00 | 400.00 | 128.00 | 512.00 | 214.00 | 856.00 |
| 54. | Seeding | 0.5 | AC | 2,000.00 | 1,000.00 | 2,430.00 | 1,215.00 | 988.00 | 494.00 |
| 55. | Sodding | 3260 | SY | 5.00 | 16,300.00 | 6.00 | 19,560.00 | 5.00 | 16,300.00 |
| 56. | Demolition | 1 | LS | 50,000.00 | 50,000.00 | 55,000.00 | 55,000.00 | 46,530.00 | 46,530.00 |
| 57. | Relocate 12" Roof Drain | 1 | LS | 1,800.00 | 1,800.00 | 1,990.00 | 1,990.00 | 2,670.00 | 2,670.00 |
| 58. | 2' Concrete Sidewalk | 4 | LF | 20.00 | 80.00 | 84.00 | 336.00 | 25.65 | 102.60 |
| 59. | 3' Concrete Sidewalk | 5 | LF | 30.00 | 150.00 | 84.00 | 420.00 | 25.65 | 128.25 |
| 60. | Adjust Ex Manhole Ring & Cover | 1 | LS | 800.00 | 800.00 | 900.00 | 900.00 | 855.00 | 855.00 |
| 61. | Construction Staking Allowance | 1 | LS | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 |
| 62. | Erosion Control | 1 | LS | 10,000.00 | 10,000.00 | 4,050.00 | 4,050.00 | 8,330.00 | 8,330.00 |
| 63. | Project Sign | 1 | LS | 1,100.00 | 1,100.00 | 1,150.00 | 1,150.00 | 1,280.00 | 1,280.00 |
| 64. | Handicap Ramp | 4 | EA | 1,200.00 | 4,800.00 | 1,208.00 | 4,832.00 | 1,600.00 | 6,400.00 |
| 64a | Conn Ex. 1 1/2" Sump Discharge | 1 | LS | 0.00 | 0.00 | 512.00 | 512.00 | 0.00 | 0.00 |
| SECTION 1 TOTAL BID AMOUNT | | | | | 420,212.00 | | 427,160.00 | | 457,046.60 |

| SECTION 2 - INELIGIBLE FOR JOHNSON COUNTY FUNDING | | | | | | | | | |
|---|--------------------|----------|------|-----------|----------------------|-----------|----------------------|-----------|----------------------|
| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
| 65. | 2" Asphalt Overlay | 125 | Tons | \$ 95.00 | \$ 11,875.00 | \$ 92.00 | \$ 11,500.00 | \$ 109.00 | \$ 13,625.00 |
| SECTION 2 TOTAL BID AMOUNT | | | | | 11,875.00 | | 11,500.00 | | 13,625.00 |
| TOTAL BID SECTIONS 1 & 2 | | | | \$ | \$ 432,087.00 | \$ | \$ 438,660.00 | \$ | \$ 470,671.60 |

PONZER-YOUNGQUIST BID TAB

Owner CITY OF SPRING HILL, KS
Received Bids @ City Hall - Room 15
 401 N Madison, Spring Hill, KS 66083

Project Wilson Street Stormwater
 Improvements - Phase 3
Date/Time: January 19, 2016 @ 10:00 am

| | | | |
|---------------------------|---|---|--|
| Bidder's Name and Address | Holthouse Construction, LLC P.O. Box 1197 Liberty, MO 64069 | Crossland Heavy Contractors 833 S. East Avenue Columbus, KS 66725 | Amino Brothers, Inc. 8110 Kasw Drive Kansas City, KS 66111 |
|---------------------------|---|---|--|

| Item | Description | Quantity | Unit | 5% Bid Bond | | 5% Bid Bond | | 5% Bid Bond | |
|-----------------------------------|--|----------|------|-------------|-------------------|-------------|-------------------|-------------|-------------------|
| | | | | Price | Total | Price | Total | Price | Total |
| 1. | 15" CSP, 16 GA | 385 | LF | \$ 65.00 | \$ 25,025.00 | \$ 44.00 | \$ 16,940.00 | \$ 40.65 | \$ 15,650.25 |
| 2. | 15" CSP Ultra Flo, 16 GA | 143 | LF | 70.00 | 10,010.00 | 54.00 | 7,722.00 | 43.60 | 6,234.80 |
| 3. | 18" CSP, 16 GA | 42 | LF | 75.00 | 3,150.00 | 58.00 | 2,436.00 | 44.25 | 1,858.50 |
| 4. | 21" CSP, 16 GA | 38 | LF | 81.00 | 3,078.00 | 51.00 | 1,938.00 | 48.80 | 1,854.40 |
| 5. | 20" x 16" ACSP Ultra Flo, 16 GA | 99 | LF | 86.00 | 8,514.00 | 68.00 | 6,732.00 | 50.50 | 4,999.50 |
| 6. | 24" CSP ULTRA FLO, 16 GA | 111 | LF | 82.00 | 9,102.00 | 69.00 | 7,659.00 | 49.85 | 5,533.35 |
| 7. | 30" CSP, 16 GA | 282 | LF | 87.00 | 24,534.00 | 73.00 | 20,586.00 | 56.30 | 15,876.60 |
| 8. | 35"x24" ACSP, 16 GA | 197 | LF | 97.00 | 19,109.00 | 83.00 | 16,351.00 | 65.50 | 12,903.50 |
| 9. | 35"x24" ACSP Ultra Flo, 16 GA | 321 | LF | 107.00 | 34,347.00 | 91.00 | 29,211.00 | 72.70 | 23,336.70 |
| 10. | 42" x 29" ACSP Ultra Flo, 16 GA | 330 | LF | 117.00 | 38,610.00 | 98.00 | 32,340.00 | 82.20 | 27,126.00 |
| 11. | 49" x 33" ACSP, 16 GA | 33 | LF | 127.00 | 4,191.00 | 115.00 | 3,795.00 | 92.35 | 3,047.55 |
| 12. | 49" x 33" ACSP 22 1/2 Deg Bend, 16 GA | 1 | EA | 1,700.00 | 1,700.00 | 1,540.00 | 1,540.00 | 1,211.00 | 1,211.00 |
| 13. | 4' x 3' Curb Inlet | 4 | EA | 2,000.00 | 8,000.00 | 2,820.00 | 11,280.00 | 3,016.00 | 12,064.00 |
| 14. | 5' x 3' Curb Inlet | 1 | EA | 2,325.00 | 2,325.00 | 3,060.00 | 3,060.00 | 3,131.00 | 3,131.00 |
| 15. | 5' x 4' Curb Inlet | 2 | EA | 2,900.00 | 5,800.00 | 3,270.00 | 6,540.00 | 3,548.00 | 7,096.00 |
| 16. | 5' x 5' Junction Box | 3 | EA | 3,150.00 | 9,450.00 | 3,360.00 | 10,080.00 | 3,988.00 | 11,964.00 |
| 17. | 5' Dia Type B Junction Box | 1 | EA | 3,275.00 | 3,275.00 | 2,890.00 | 2,890.00 | 4,141.00 | 4,141.00 |
| 18. | 5' x 7' Curb Inlet | 1 | EA | 4,500.00 | 4,500.00 | 4,220.00 | 4,220.00 | 5,042.00 | 5,042.00 |
| 19. | 13' x 6' Field Inlet | 1 | EA | 6,375.00 | 6,375.00 | 7,150.00 | 7,150.00 | 12,295.00 | 12,295.00 |
| 20. | 13' x 6' Junction Box | 1 | EA | 7,000.00 | 7,000.00 | 7,685.00 | 7,685.00 | 12,361.00 | 12,361.00 |
| 21. | 2' Flat Bottom Ditch | 257 | LF | 5.00 | 1,285.00 | 5.00 | 1,285.00 | 26.45 | 6,797.65 |
| 22. | Rip Rap | 11 | SY | 100.00 | 1,100.00 | 69.00 | 759.00 | 128.00 | 1,408.00 |
| 23. | Connection to 1 1/2" Sump Discharge | 1 | LS | 500.00 | 500.00 | 800.00 | 800.00 | 1,513.00 | 1,513.00 |
| 24. | Inlet Retaining Wall for 4'x3' Inlet | 2 | EA | 900.00 | 1,800.00 | 370.00 | 740.00 | 965.00 | 1,930.00 |
| 25. | Inlet Retaining Wall for 5'x4' Inlet | 1 | EA | 1,200.00 | 1,200.00 | 430.00 | 430.00 | 1,038.00 | 1,038.00 |
| 26. | Type "A" C&G | 695 | LF | 23.94 | 16,638.30 | 27.00 | 18,765.00 | 18.75 | 13,031.25 |
| 27. | Remove/Replace Type "B" C&G | 250 | LF | 31.14 | 7,785.00 | 50.00 | 12,500.00 | 47.20 | 11,800.00 |
| 28. | 2" Asphalt Milling | 679 | SY | 13.20 | 8,962.80 | 8.00 | 5,432.00 | 5.75 | 3,904.25 |
| 29. | 2" Asphalt Overlay | 10 | Tons | 102.00 | 1,020.00 | 173.00 | 1,730.00 | 121.00 | 1,210.00 |
| 30. | 6" Full Depth Asphalt Base | 80 | Tons | 102.00 | 8,160.00 | 145.00 | 11,600.00 | 129.00 | 10,320.00 |
| 31. | 8" C900 DR 14 PVC | 265 | LF | 115.00 | 30,475.00 | 50.00 | 13,250.00 | 97.65 | 25,877.25 |
| 32. | 8" Class 350 DIP | 54 | LF | 165.00 | 8,910.00 | 83.00 | 4,482.00 | 131.00 | 7,074.00 |
| 33. | 6" Class 350 DIP | 18 | LF | 135.00 | 2,430.00 | 75.00 | 1,350.00 | 129.00 | 2,322.00 |
| 34. | 6" Gate Valve | 2 | EA | 900.00 | 1,800.00 | 970.00 | 1,940.00 | 993.00 | 1,986.00 |
| 35. | 8" Gate Valve | 4 | EA | 1,350.00 | 5,400.00 | 1,390.00 | 5,560.00 | 1,461.00 | 5,844.00 |
| 36. | Fire Hydrant Relocation | 1 | EA | 3,200.00 | 3,200.00 | 1,560.00 | 1,560.00 | 2,111.00 | 2,111.00 |
| 37. | Straddle Block | 4 | EA | 350.00 | 1,400.00 | 515.00 | 2,060.00 | 1,497.00 | 5,988.00 |
| 38. | Iron Fittings | 1,559 | LBS | 5.00 | 7,795.00 | 10.00 | 15,590.00 | 11.90 | 18,552.10 |
| 39. | Conn to Ex 8" Main @ Race & Hale (SE) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 40. | Conn to Ex 8" Main @ Race & Hale (NW) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 41. | Conn to Ex 8" Main @ Race & Hale (SW) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 42. | Conn to Ex 6" Main @ Race & Hale (SE) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 43. | Conn to Ex 8" Main @ Race & Nichols (NW) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 44. | Conn to Ex 8" Main @ Race & Nichols (SW) | 1 | LS | 1,400.00 | 1,400.00 | 4,510.00 | 4,510.00 | 2,197.00 | 2,197.00 |
| 45. | Service Reconnection | 2 | EA | 850.00 | 1,700.00 | 585.00 | 1,170.00 | 910.00 | 1,820.00 |
| 46. | Meter Relocation | 4 | EA | 850.00 | 3,400.00 | 755.00 | 3,020.00 | 1,030.00 | 4,120.00 |
| 47. | 3/4" K Copper (Directional Bored) | 45 | LF | 50.00 | 2,250.00 | 55.00 | 2,475.00 | 76.55 | 3,444.75 |
| 48. | Remove & Replace Asphalt Pavement | 267 | SY | 38.40 | 10,252.80 | 90.00 | 24,030.00 | 92.95 | 24,817.65 |
| 49. | Remove & Replace Asphalt Drive | 38 | SY | 38.40 | 1,459.20 | 65.00 | 2,470.00 | 93.90 | 3,568.20 |
| 50. | Remove & Replace Concrete Drive | 190 | SY | 65.70 | 12,483.00 | 105.00 | 19,950.00 | 91.95 | 17,470.50 |
| 51. | Remove & Replace 4' Concrete Sidewalk | 250 | LF | 20.50 | 5,125.00 | 41.00 | 10,250.00 | 34.05 | 8,512.50 |
| 52. | Remove & Replace Sign | 10 | EA | 200.00 | 2,000.00 | 365.00 | 3,650.00 | 319.00 | 3,190.00 |
| 53. | Remove & Replace Mailbox | 4 | EA | 250.00 | 1,000.00 | 245.00 | 980.00 | 365.00 | 1,460.00 |
| 54. | Seeding | 0.5 | AC | 2,000.00 | 1,000.00 | 2,460.00 | 1,230.00 | 1,957.00 | 978.50 |
| 55. | Sodding | 3260 | SY | 6.00 | 19,560.00 | 12.50 | 40,750.00 | 7.65 | 24,939.00 |
| 56. | Demolition | 1 | LS | 30,000.00 | 30,000.00 | 26,900.00 | 26,900.00 | 54,516.00 | 54,516.00 |
| 57. | Relocate 12" Roof Drain | 1 | LS | 2,500.00 | 2,500.00 | 1,610.00 | 1,610.00 | 2,672.00 | 2,672.00 |
| 58. | 2' Concrete Sidewalk | 4 | LF | 20.00 | 80.00 | 49.00 | 196.00 | 69.20 | 276.80 |
| 59. | 3' Concrete Sidewalk | 5 | LF | 22.00 | 110.00 | 40.00 | 200.00 | 104.00 | 520.00 |
| 60. | Adjust Ex Manhole Ring & Cover | 1 | LS | 1,000.00 | 1,000.00 | 1,060.00 | 1,060.00 | 824.00 | 824.00 |
| 61. | Construction Staking Allowance | 1 | LS | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 |
| 62. | Erosion Control | 1 | LS | 10,000.00 | 10,000.00 | 6,000.00 | 6,000.00 | 6,186.00 | 6,186.00 |
| 63. | Project Sign | 1 | LS | 500.00 | 500.00 | 500.00 | 500.00 | 474.00 | 474.00 |
| 64. | Handicap Ramp | 4 | EA | 950.00 | 3,800.00 | 1,600.00 | 6,400.00 | 937.00 | 3,748.00 |
| 64a | Conn Ex. 1 1/2" Sump Discharge | 1 | LS | 0.00 | 0.00 | 1.00 | 1.00 | 1,513.00 | 1,513.00 |
| SECTION 1 TOTAL BID AMOUNT | | | | | 462,576.10 | | 487,890.00 | | 496,665.55 |

SECTION 2 - INELIGIBLE FOR JOHNON COUNTY FUNDING

| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
|-----------------------------------|--------------------|----------|------|-----------|------------------|----------|------------------|-----------|------------------|
| 65. | 2" Asphalt Overlay | 125 | Tons | \$ 102.00 | \$ 12,750.00 | \$ 93.00 | \$ 11,625.00 | \$ 121.00 | \$ 15,125.00 |
| SECTION 2 TOTAL BID AMOUNT | | | | | 12,750.00 | | 11,625.00 | | 15,125.00 |

| | | | | | | | | |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|----------------------|
| TOTAL BID SECTIONS 1 & 2 | | | | \$ 475,326.10 | | \$ 499,515.00 | | \$ 511,790.55 |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|----------------------|

PONZER-YOUNGQUIST BID TAB

Owner CITY OF SPRING HILL, KS
Received Bids @ City Hall - Room 15
 401 N Madison, Spring Hill, KS 66083

Project Wilson Street Stormwater
 Improvements - Phase 3
Date/Time: January 19, 2016 @ 10:00 am

| | | | |
|---------------------------|---|--|--|
| Bidder's Name and Address | Freeman Concrete Const., LLC 8357 Monticello Road Shawnee, KS 66227 | Havens Construction Co., Inc. 9400 Liberty Drive Liberty, MO 64068 | Westland Construction, Inc. 20510 163rd Street Basehor, KS 66007 |
|---------------------------|---|--|--|

| | | | | | | |
|--|-------------|--|-------------|--|-------------|--|
| | 5% Bid Bond | | 5% Bid Bond | | 5% Bid Bond | |
|--|-------------|--|-------------|--|-------------|--|

| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
|-----------------------------------|--|----------|------|-----------|-------------------|-----------|-------------------|-----------|-------------------|
| 1. | 15" CSP, 16 GA | 385 | LF | \$ 59.00 | \$ 22,715.00 | \$ 94.27 | \$ 36,293.95 | \$ 54.00 | \$ 20,790.00 |
| 2. | 15" CSP Ultra Flo, 16 GA | 143 | LF | 67.00 | 9,581.00 | 95.00 | 13,585.00 | 60.00 | 8,580.00 |
| 3. | 18" CSP, 16 GA | 42 | LF | 86.00 | 3,612.00 | 99.00 | 4,158.00 | 75.00 | 3,150.00 |
| 4. | 21" CSP, 16 GA | 38 | LF | 60.00 | 2,280.00 | 102.00 | 3,876.00 | 80.00 | 3,040.00 |
| 5. | 20" x 16" ACSP Ultra Flo, 16 GA | 99 | LF | 119.00 | 11,781.00 | 104.00 | 10,296.00 | 100.00 | 9,900.00 |
| 6. | 24" CSP ULTRA FLO, 16 GA | 111 | LF | 92.00 | 10,212.00 | 104.00 | 11,544.00 | 100.00 | 11,100.00 |
| 7. | 30" CSP, 16 GA | 282 | LF | 81.00 | 22,842.00 | 110.00 | 31,020.00 | 125.00 | 35,250.00 |
| 8. | 35"x24" ACSP, 16 GA | 197 | LF | 86.00 | 16,942.00 | 116.00 | 22,852.00 | 175.00 | 34,475.00 |
| 9. | 35"x24" ACSP Ultra Flo, 16 GA | 321 | LF | 102.00 | 32,742.00 | 116.00 | 37,236.00 | 180.00 | 57,780.00 |
| 10. | 42" x 29" ACSP Ultra Flo, 16 GA | 330 | LF | 116.00 | 38,280.00 | 126.00 | 41,580.00 | 187.00 | 61,710.00 |
| 11. | 49" x 33" ACSP, 16 GA | 33 | LF | 144.00 | 4,752.00 | 132.00 | 4,356.00 | 250.00 | 8,250.00 |
| 12. | 49" x 33" ACSP 22 1/2 Deg Bend, 16 GA | 1 | EA | 1,550.00 | 1,550.00 | 2,579.00 | 2,579.00 | 2,500.00 | 2,500.00 |
| 13. | 4' x 3' Curb Inlet | 4 | EA | 3,040.00 | 12,160.00 | 2,750.00 | 11,000.00 | 4,600.00 | 18,400.00 |
| 14. | 5' x 3' Curb Inlet | 1 | EA | 3,120.00 | 3,120.00 | 3,150.00 | 3,150.00 | 4,600.00 | 4,600.00 |
| 15. | 5' x 4' Curb Inlet | 2 | EA | 3,410.00 | 6,820.00 | 3,450.00 | 6,900.00 | 4,800.00 | 9,600.00 |
| 16. | 5' x 5' Junction Box | 3 | EA | 3,510.00 | 10,530.00 | 3,750.00 | 11,250.00 | 4,800.00 | 14,400.00 |
| 17. | 5' Dia Type B Junction Box | 1 | EA | 3,110.00 | 3,110.00 | 4,000.00 | 4,000.00 | 4,700.00 | 4,700.00 |
| 18. | 5' x 7' Curb Inlet | 1 | EA | 4,760.00 | 4,760.00 | 4,300.00 | 4,300.00 | 5,700.00 | 5,700.00 |
| 19. | 13' x 6' Field Inlet | 1 | EA | 11,540.00 | 11,540.00 | 8,600.00 | 8,600.00 | 11,000.00 | 11,000.00 |
| 20. | 13' x 6' Junction Box | 1 | EA | 12,070.00 | 12,070.00 | 9,300.00 | 9,300.00 | 11,000.00 | 11,000.00 |
| 21. | 2' Flat Bottom Ditch | 257 | LF | 29.00 | 7,453.00 | 75.00 | 19,275.00 | 12.00 | 3,084.00 |
| 22. | Rip Rap | 11 | SY | 60.00 | 660.00 | 76.50 | 841.50 | 100.00 | 1,100.00 |
| 23. | Connection to 1 1/2" Sump Discharge | 1 | LS | 660.00 | 660.00 | 500.00 | 500.00 | 400.00 | 400.00 |
| 24. | Inlet Retaining Wall for 4'x3' Inlet | 2 | EA | 1,320.00 | 2,640.00 | 750.00 | 1,500.00 | 1,650.00 | 3,300.00 |
| 25. | Inlet Retaining Wall for 5'x4' Inlet | 1 | EA | 1,550.00 | 1,550.00 | 995.00 | 995.00 | 2,000.00 | 2,000.00 |
| 26. | Type "A" C&G | 695 | LF | 34.00 | 23,630.00 | 26.75 | 18,591.25 | 25.00 | 17,375.00 |
| 27. | Remove/Replace Type "B" C&G | 250 | LF | 43.00 | 10,750.00 | 52.00 | 13,000.00 | 35.00 | 8,750.00 |
| 28. | 2" Asphalt Milling | 679 | SY | 13.00 | 8,827.00 | 14.00 | 9,506.00 | 13.00 | 8,827.00 |
| 29. | 2" Asphalt Overlay | 10 | Tons | 104.00 | 1,040.00 | 95.00 | 950.00 | 233.00 | 2,330.00 |
| 30. | 6" Full Depth Asphalt Base | 80 | Tons | 165.00 | 13,200.00 | 95.00 | 7,600.00 | 190.00 | 15,200.00 |
| 31. | 8" C900 DR 14 PVC | 265 | LF | 104.00 | 27,560.00 | 60.00 | 15,900.00 | 75.00 | 19,875.00 |
| 32. | 8" Class 350 DIP | 54 | LF | 137.00 | 7,398.00 | 75.00 | 4,050.00 | 75.00 | 4,050.00 |
| 33. | 6" Class 350 DIP | 18 | LF | 114.00 | 2,052.00 | 72.00 | 1,296.00 | 50.00 | 900.00 |
| 34. | 6" Gate Valve | 2 | EA | 880.00 | 1,760.00 | 825.00 | 1,650.00 | 900.00 | 1,800.00 |
| 35. | 8" Gate Valve | 4 | EA | 1,520.00 | 6,080.00 | 1,275.00 | 5,100.00 | 1,280.00 | 5,120.00 |
| 36. | Fire Hydrant Relocation | 1 | EA | 1,680.00 | 1,680.00 | 3,750.00 | 3,750.00 | 1,500.00 | 1,500.00 |
| 37. | Straddle Block | 4 | EA | 420.00 | 1,680.00 | 1,250.00 | 5,000.00 | 1,000.00 | 4,000.00 |
| 38. | Iron Fittings | 1,559 | LBS | 5.00 | 7,795.00 | 6.75 | 10,523.25 | 6.00 | 9,354.00 |
| 39. | Conn to Ex 8" Main @ Race & Hale (SE) | 1 | LS | 1,980.00 | 1,980.00 | 2,750.00 | 2,750.00 | 4,000.00 | 4,000.00 |
| 40. | Conn to Ex 8" Main @ Race & Hale (NW) | 1 | LS | 1,320.00 | 1,320.00 | 2,750.00 | 2,750.00 | 4,000.00 | 4,000.00 |
| 41. | Conn to Ex 8" Main @ Race & Hale (SW) | 1 | LS | 1,320.00 | 1,320.00 | 2,750.00 | 2,750.00 | 6,500.00 | 6,500.00 |
| 42. | Conn to Ex 6" Main @ Race & Hale (SE) | 1 | LS | 1,980.00 | 1,980.00 | 2,750.00 | 2,750.00 | 6,500.00 | 6,500.00 |
| 43. | Conn to Ex 8" Main @ Race & Nichols (NW) | 1 | LS | 1,320.00 | 1,320.00 | 2,750.00 | 2,750.00 | 4,000.00 | 4,000.00 |
| 44. | Conn to Ex 8" Main @ Race & Nichols (SW) | 1 | LS | 1,320.00 | 1,320.00 | 2,750.00 | 2,750.00 | 4,000.00 | 4,000.00 |
| 45. | Service Reconnection | 2 | EA | 2,500.00 | 5,000.00 | 5,275.00 | 10,550.00 | 750.00 | 1,500.00 |
| 46. | Meter Relocation | 4 | EA | 1,730.00 | 6,920.00 | 2,500.00 | 10,000.00 | 1,250.00 | 5,000.00 |
| 47. | 3/4" K Copper (Directional Bored) | 45 | LF | 100.00 | 4,500.00 | 52.00 | 2,340.00 | 20.00 | 900.00 |
| 48. | Remove & Replace Asphalt Pavement | 267 | SY | 78.00 | 20,826.00 | 35.90 | 9,585.30 | 25.00 | 6,675.00 |
| 49. | Remove & Replace Asphalt Drive | 38 | SY | 51.00 | 1,938.00 | 35.90 | 1,364.20 | 131.00 | 4,978.00 |
| 50. | Remove & Replace Concrete Drive | 190 | SY | 66.00 | 12,540.00 | 35.00 | 6,650.00 | 65.00 | 12,350.00 |
| 51. | Remove & Replace 4' Concrete Sidewalk | 250 | LF | 30.00 | 7,500.00 | 34.50 | 8,625.00 | 20.00 | 5,000.00 |
| 52. | Remove & Replace Sign | 10 | EA | 350.00 | 3,500.00 | 250.00 | 2,500.00 | 75.00 | 750.00 |
| 53. | Remove & Replace Mailbox | 4 | EA | 235.00 | 940.00 | 75.00 | 300.00 | 75.00 | 300.00 |
| 54. | Seeding | 0.5 | AC | 2,020.00 | 1,010.00 | 1,650.00 | 825.00 | 4,000.00 | 2,000.00 |
| 55. | Sodding | 3260 | SY | 5.60 | 18,256.00 | 4.60 | 14,996.00 | 4.00 | 13,040.00 |
| 56. | Demolition | 1 | LS | 16,150.00 | 16,150.00 | 11,500.00 | 11,500.00 | 300.00 | 300.00 |
| 57. | Relocate 12" Roof Drain | 1 | LS | 1,690.00 | 1,690.00 | 1,750.00 | 1,750.00 | 1,500.00 | 1,500.00 |
| 58. | 2' Concrete Sidewalk | 4 | LF | 23.00 | 92.00 | 15.00 | 60.00 | 30.00 | 120.00 |
| 59. | 3' Concrete Sidewalk | 5 | LF | 23.00 | 115.00 | 18.00 | 90.00 | 35.00 | 175.00 |
| 60. | Adjust Ex Manhole Ring & Cover | 1 | LS | 750.00 | 750.00 | 1,250.00 | 1,250.00 | 1,200.00 | 1,200.00 |
| 61. | Construction Staking Allowance | 1 | LS | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 |
| 62. | Erosion Control | 1 | LS | 11,400.00 | 11,400.00 | 8,800.00 | 8,800.00 | 4,000.00 | 4,000.00 |
| 63. | Project Sign | 1 | LS | 1,070.00 | 1,070.00 | 1,250.00 | 1,250.00 | 600.00 | 600.00 |
| 64. | Handicap Ramp | 4 | EA | 1,090.00 | 4,360.00 | 1,750.00 | 7,000.00 | 1,000.00 | 4,000.00 |
| 64a | Conn to Ex 1 1/2" Sump Discharge | 1 | LS | 805.00 | 805.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SECTION 1 TOTAL BID AMOUNT | | | | | 504,416.00 | | 521,839.45 | | 546,278.00 |

SECTION 2 - INELIGIBLE FOR JOHNON COUNTY FUNDING

| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
|-----------------------------------|--------------------|----------|------|-----------|------------------|----------|------------------|-----------|------------------|
| 65. | 2" Asphalt Overlay | 125 | Tons | \$ 104.00 | \$ 13,000.00 | \$ 95.00 | \$ 11,875.00 | \$ 135.00 | \$ 16,875.00 |
| SECTION 2 TOTAL BID AMOUNT | | | | | 13,000.00 | | 11,875.00 | | 16,875.00 |

| | | | | | | | | |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|----------------------|
| TOTAL BID SECTIONS 1 & 2 | | | | \$ 517,416.00 | | \$ 533,714.45 | | \$ 563,153.00 |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|----------------------|

PONZER-YOUNGQUIST BID TAB

Owner CITY OF SPRING HILL, KS
Received Bids @ City Hall - Room 15
 401 N Madison, Spring Hill, KS 66083

Project Wilson Street Stormwater
 Improvements - Phase 3
Date/Time: January 19, 2016 @ 10:00 am

| | | |
|---------------------------|---|--|
| Bidder's Name and Address | Redford Constrution, Inc. P.O. Box 1065 Raymore, KS 64083 | Pyramid Exc & Construction, Inc. 11102 Hickman Mills Drive Kansas City, MO 64134 |
|---------------------------|---|--|

| | | | |
|--|-------------|-------------|-------------|
| | 5% Bid Bond | 5% Bid Bond | 5% Bid Bond |
|--|-------------|-------------|-------------|

| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
|-----------------------------------|--|----------|------|-----------|-------------------|------------|-------------------|----------|-----------------|
| 1. | 15" CSP, 16 GA | 385 | LF | \$ 50.00 | \$ 19,250.00 | \$ 65.00 | \$ 25,025.00 | | 0.00 |
| 2. | 15" CSP Ultra Flo, 16 GA | 143 | LF | 55.00 | 7,865.00 | 70.00 | 10,010.00 | | 0.00 |
| 3. | 18" CSP, 16 GA | 42 | LF | 60.00 | 2,520.00 | 75.00 | 3,150.00 | | 0.00 |
| 4. | 21" CSP, 16 GA | 38 | LF | 65.00 | 2,470.00 | 80.00 | 3,040.00 | | 0.00 |
| 5. | 20" x 16" ACSP Ultra Flo, 16 GA | 99 | LF | 70.00 | 6,930.00 | 85.00 | 8,415.00 | | 0.00 |
| 6. | 24" CSP ULTRA FLO, 16 GA | 111 | LF | 75.00 | 8,325.00 | 90.00 | 9,990.00 | | 0.00 |
| 7. | 30" CSP, 16 GA | 282 | LF | 80.00 | 22,560.00 | 95.00 | 26,790.00 | | 0.00 |
| 8. | 35"x24" ACSP, 16 GA | 197 | LF | 85.00 | 16,745.00 | 100.00 | 19,700.00 | | 0.00 |
| 9. | 35"x24" ACSP Ultra Flo, 16 GA | 321 | LF | 90.00 | 28,890.00 | 110.00 | 35,310.00 | | 0.00 |
| 10. | 42" x 29" ACSP Ultra Flo, 16 GA | 330 | LF | 95.00 | 31,350.00 | 120.00 | 39,600.00 | | 0.00 |
| 11. | 49" x 33" ACSP, 16 GA | 33 | LF | 100.00 | 3,300.00 | 165.00 | 5,445.00 | | 0.00 |
| 12. | 49" x 33" ACSP 22 1/2 Deg Bend, 16 GA | 1 | EA | 1,000.00 | 1,000.00 | 3,000.00 | 3,000.00 | | 0.00 |
| 13. | 4' x 3' Curb Inlet | 4 | EA | 2,700.00 | 10,800.00 | 5,000.00 | 20,000.00 | | 0.00 |
| 14. | 5' x 3' Curb Inlet | 1 | EA | 2,800.00 | 2,800.00 | 5,500.00 | 5,500.00 | | 0.00 |
| 15. | 5' x 4' Curb Inlet | 2 | EA | 3,100.00 | 6,200.00 | 6,000.00 | 12,000.00 | | 0.00 |
| 16. | 5' x 5' Junction Box | 3 | EA | 3,300.00 | 9,900.00 | 6,500.00 | 19,500.00 | | 0.00 |
| 17. | 5' Dia Type B Junction Box | 1 | EA | 3,400.00 | 3,400.00 | 6,500.00 | 6,500.00 | | 0.00 |
| 18. | 5' x 7' Curb Inlet | 1 | EA | 4,200.00 | 4,200.00 | 6,500.00 | 6,500.00 | | 0.00 |
| 19. | 13' x 6' Field Inlet | 1 | EA | 5,700.00 | 5,700.00 | 13,500.00 | 13,500.00 | | 0.00 |
| 20. | 13' x 6' Junction Box | 1 | EA | 6,400.00 | 6,400.00 | 13,500.00 | 13,500.00 | | 0.00 |
| 21. | 2' Flat Bottom Ditch | 257 | LF | 35.00 | 8,995.00 | 25.00 | 6,425.00 | | 0.00 |
| 22. | Rip Rap | 11 | SY | 100.00 | 1,100.00 | 90.00 | 990.00 | | 0.00 |
| 23. | Connection to 1 1/2" Sump Discharge | 1 | LS | 1,000.00 | 1,000.00 | 2,000.00 | 2,000.00 | | 0.00 |
| 24. | Inlet Retaining Wall for 4'x3' Inlet | 2 | EA | 1,000.00 | 2,000.00 | 2,200.00 | 4,400.00 | | 0.00 |
| 25. | Inlet Retaining Wall for 5'x4' Inlet | 1 | EA | 1,100.00 | 1,100.00 | 3,500.00 | 3,500.00 | | 0.00 |
| 26. | Type "A" C&G | 695 | LF | 25.00 | 17,375.00 | 25.00 | 17,375.00 | | 0.00 |
| 27. | Remove/Replace Type "B" C&G | 250 | LF | 32.00 | 8,000.00 | 45.00 | 11,250.00 | | 0.00 |
| 28. | 2" Asphalt Milling | 679 | SY | 9.00 | 6,111.00 | 9.00 | 6,111.00 | | 0.00 |
| 29. | 2" Asphalt Overlay | 10 | Tons | 120.00 | 1,200.00 | 215.00 | 2,150.00 | | 0.00 |
| 30. | 6" Full Depth Asphalt Base | 80 | Tons | 170.00 | 13,600.00 | 190.00 | 15,200.00 | | 0.00 |
| 31. | 8" C900 DR 14 PVC | 265 | LF | 90.00 | 23,850.00 | 75.00 | 19,875.00 | | 0.00 |
| 32. | 8" Class 350 DIP | 54 | LF | 100.00 | 5,400.00 | 95.00 | 5,130.00 | | 0.00 |
| 33. | 6" Class 350 DIP | 18 | LF | 85.00 | 1,530.00 | 105.00 | 1,890.00 | | 0.00 |
| 34. | 6" Gate Valve | 2 | EA | 750.00 | 1,500.00 | 1,200.00 | 2,400.00 | | 0.00 |
| 35. | 8" Gate Valve | 4 | EA | 1,000.00 | 4,000.00 | 1,500.00 | 6,000.00 | | 0.00 |
| 36. | Fire Hydrant Relocation | 1 | EA | 5,000.00 | 5,000.00 | 2,500.00 | 2,500.00 | | 0.00 |
| 37. | Straddle Block | 4 | EA | 2,000.00 | 8,000.00 | 1,100.00 | 4,400.00 | | 0.00 |
| 38. | Iron Fittings | 1,559 | LBS | 3.00 | 4,677.00 | 15.00 | 23,385.00 | | 0.00 |
| 39. | Conn to Ex 8" Main @ Race & Hale (SE) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 40. | Conn to Ex 8" Main @ Race & Hale (NW) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 41. | Conn to Ex 8" Main @ Race & Hale (SW) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 42. | Conn to Ex 6" Main @ Race & Hale (SE) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 43. | Conn to Ex 8" Main @ Race & Nichols (NW) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 44. | Conn to Ex 8" Main @ Race & Nichols (SW) | 1 | LS | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 | | 0.00 |
| 45. | Service Reconnection | 2 | EA | 650.00 | 1,300.00 | 1,100.00 | 2,200.00 | | 0.00 |
| 46. | Meter Relocation | 4 | EA | 1,700.00 | 6,800.00 | 1,300.00 | 5,200.00 | | 0.00 |
| 47. | 3/4" K Copper (Directional Bored) | 45 | LF | 60.00 | 2,700.00 | 45.00 | 2,025.00 | | 0.00 |
| 48. | Remove & Replace Asphalt Pavement | 267 | SY | 140.00 | 37,380.00 | 52.00 | 13,884.00 | | 0.00 |
| 49. | Remove & Replace Asphalt Drive | 38 | SY | 180.00 | 6,840.00 | 190.00 | 7,220.00 | | 0.00 |
| 50. | Remove & Replace Concrete Drive | 190 | SY | 80.00 | 15,200.00 | 85.00 | 16,150.00 | | 0.00 |
| 51. | Remove & Replace 4' Concrete Sidewalk | 250 | LF | 35.00 | 8,750.00 | 35.00 | 8,750.00 | | 0.00 |
| 52. | Remove & Replace Sign | 10 | EA | 300.00 | 3,000.00 | 300.00 | 3,000.00 | | 0.00 |
| 53. | Remove & Replace Mailbox | 4 | EA | 300.00 | 1,200.00 | 300.00 | 1,200.00 | | 0.00 |
| 54. | Seeding | 0.5 | AC | 2,500.00 | 1,250.00 | 1,700.00 | 850.00 | | 0.00 |
| 55. | Sodding | 3260 | SY | 6.00 | 19,560.00 | 4.60 | 14,996.00 | | 0.00 |
| 56. | Demolition | 1 | LS | 96,000.00 | 96,000.00 | 100,000.00 | 100,000.00 | | 0.00 |
| 57. | Relocate 12" Roof Drain | 1 | LS | 2,000.00 | 2,000.00 | 2,500.00 | 2,500.00 | | 0.00 |
| 58. | 2' Concrete Sidewalk | 4 | LF | 24.00 | 96.00 | 55.00 | 220.00 | | 0.00 |
| 59. | 3' Concrete Sidewalk | 5 | LF | 27.00 | 135.00 | 65.00 | 325.00 | | 0.00 |
| 60. | Adjust Ex Manhole Ring & Cover | 1 | LS | 2,500.00 | 2,500.00 | 1,000.00 | 1,000.00 | | 0.00 |
| 61. | Construction Staking Allowance | 1 | LS | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 |
| 62. | Erosion Control | 1 | LS | 5,000.00 | 5,000.00 | 6,500.00 | 6,500.00 | | 0.00 |
| 63. | Project Sign | 1 | LS | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | | 0.00 |
| 64. | Handicap Ramp | 4 | EA | 1,300.00 | 5,200.00 | 900.00 | 3,600.00 | | 0.00 |
| 64a | Conn to Ex. 1 1/2" Sump Discharge | 1 | LS | 1,000.00 | 1,000.00 | 2,500.00 | 2,500.00 | | 0.00 |
| SECTION 1 TOTAL BID AMOUNT | | | | | 558,054.00 | | 652,676.00 | | 8,000.00 |

SECTION 2 - INELIGIBLE FOR JOHNON COUNTY FUNDING

| Item | Description | Quantity | Unit | Price | Total | Price | Total | Price | Total |
|-----------------------------------|--------------------|----------|------|-----------|------------------|-----------|------------------|-------|-------------|
| 65. | 2" Asphalt Overlay | 125 | Tons | \$ 120.00 | \$ 15,000.00 | \$ 125.00 | \$ 15,625.00 | | 0.00 |
| SECTION 2 TOTAL BID AMOUNT | | | | | 15,000.00 | | 15,625.00 | | 0.00 |

| | | | | | | | | |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|--------------------|
| TOTAL BID SECTIONS 1 & 2 | | | | \$ 573,054.00 | | \$ 668,301.00 | | \$ 8,000.00 |
|-------------------------------------|--|--|--|----------------------|--|----------------------|--|--------------------|

Phase 3 - Nichols/Race Street Stormwater Improvements (JoCo #SW-22-004)

| | County Approved Budget Amount | | | 2016 Bid Results | | |
|--|-------------------------------|---------------------|-------------------|---------------------------|---------------------|-------------------|
| | Total | County Share 75% | City Share 25% | Total | County Share 75% | City Share 25% |
| Construction Costs | \$410,150.00 | \$307,612.50 | \$102,537.50 | \$420,212.00 ¹ | \$315,159.00 | \$105,053.00 |
| Preliminary Design * | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Final Design * | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Bidding & Construction Period General Services | \$6,600.00 | \$4,950.00 | \$1,650.00 | \$6,600.00 | \$4,950.00 | \$1,650.00 |
| RPR (Inspection) Services | \$35,250.00 | \$26,437.50 | \$8,812.50 | \$35,250.00 | \$26,437.50 | \$8,812.50 |
| Additional Engineering Design | \$0.00 | \$0.00 | \$0.00 | \$7,500.00 ³ | \$5,625.00 | \$1,875.00 |
| Additional Inspection | \$0.00 | \$0.00 | \$0.00 | \$5,600.00 ⁴ | \$4,200.00 | \$1,400.00 |
| Project Contingency Funds | \$100,000.00 | \$75,000.00 | \$25,000.00 | \$76,838.00 | \$57,628.50 | \$19,209.50 |
| Total Eligible Project Costs | \$552,000.00 | \$414,000.00 | \$138,000.00 | \$552,000.00 | \$414,000.00 | \$138,000.00 |
| Total Ineligible Project Costs | \$0.00 | \$0.00 | \$0.00 | \$11,875.00 ² | \$0.00 | \$11,875.00 |
| Total Project Costs | \$552,000.00 | \$414,000.00 | \$138,000.00 | \$563,875.00 | \$414,000.00 | \$149,875.00 |

* Preliminary and Final Design costs for all phases are included in Phase 1 (#SW-22-002)

1 - Total construction cost eligible for county participation - Section 1 in the Bid Tabulation

2 - Total construction cost not eligible for county participation - Section 2 in the Bid Tabulation

3 - Design Fee associated with the additional improvements to Race Street

4 - RPR feet associated with the additional improvements to Race Street

The city's maximum total cost including the use of all of the contingency funds would be \$149,875.00

The city's minimum total cost assuming none of the contingency funds are used would be \$130,665.50

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JONATHAN ROBERTS, CITY ADMINISTRATOR
MEETING DATE: THURSDAY, JANUARY 28, 2016
DATE: THURSDAY, JANUARY 21, 2016

Consent: A resolution expressing Spring Hill support for the Osawatomie State Hospital

Issue: The State Hospital has recently been featured in the news as a treatment facility that does not meet proper standards, the working conditions are in need of improvement and the general condition of the facility has deteriorated.

Background: N/A

Analysis: It is imperative that this facility gain the proper attention to meet its needs, not only for Miami County, but also for the state as a whole.

Alternatives: N/A

Legal Review: N/A

Funding Review or Budgetary Impact: N/A

Recommendation: Council direction to the Mayor of the City of Spring Hill, Kansas to sign the attached Resolution 2016-R-03 expressing Spring Hill support for the Osawatomie State Hospital

Attachments: Subject Resolution

RESOLUTION NO. 2016-R-03

**A RESOLUTION EXPRESSING SPRING HILL SUPPORT
FOR THE OSAWATOMIE STATE HOSPITAL**

WHEREAS, the Osawatomi State Hospital is operated under the direction of the Kansas Department of Aging and Disability Services and, as such, is one of the two remaining state hospitals within the State of Kansas that provide diagnosis and treatment for Kansans with significant mental health issues; and

WHEREAS, funding for this critical facility is a component of the overall budget approved by members of the Kansas Legislature; and

WHEREAS, Osawatomi State Hospital has played and continues to play a critical role in the State's mental health system for more than 160 years; and

WHEREAS, proper diagnosis and treatment of the hospital's patients is a determining factor in the success rates for said patients; and

WHEREAS, the safety of both employees and patients of the hospital are a high priority item for the hospital and the Kansans who received treatment therein, and

WHEREAS, the reduction in beds at the hospital has significantly reduced in-hospital treatment options for those Kansans within the hospital's catchment area and, as a result, has created additional stress not only on medical facilities, detention centers, community mental health facilities, and other social service providers within the eastern half of Kansas but also on the employees of such facilities as well as Kansans in need of mental health services; and

WHEREAS, working conditions and below market pay scales at the hospital have had a negative effect on the hospital's employees and have been contributing factors in the hospital's ability to fill job vacancies with qualified applicants; and

WHEREAS, local and county officials have limited ability to directly resolve Osawatomi State Hospital's ongoing issues; and

NOW, THEREFOR BE IT RESOLVED THAT: The Spring Hill Governing Body recognize the importance of Osawatomi State Hospital as both a large employer within the county and as a major provider of critical mental health services for some of the most vulnerable Kansas residents. As a result, the Governing Body respectfully request that all members of the Kansas Legislature take action to fully support the Hospital's vital operations and to resolve the Hospital's ongoing issues in a way that restores Federal funding as well as insures that both patients and employees have a safe and nurturing environment to work and to receive treatment.

ADOPTED by the City Council this 28th day of January, 2016.

APPROVED by the Mayor this 28th day of January, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: ALLYSHA WALMANN, PUBLIC AFFAIRS SPECIALIST
MEETING DATE: JANUARY 28, 2016
DATE: JANUARY 21, 2016

Formal Action: Contract between City of Spring Hill, KS and CivicPlus

Issue: A contract with CivicPlus to redesign the City of Spring Hill's website, www.springhillks.gov.

Background: In 2008, the City of Spring Hill awarded a contract to create a new City website to CivicPlus. In the eight years since this website launched, it has not received significant architectural or aesthetic upgrades.

Analysis: Under the attached agreement, CivicPlus will redesign Spring Hill's website to incorporate a new overall look, more user-friendly navigational methods, and a new content and layout editing system.

Alternatives: Approve the contract with CivicPlus

Legal Review: The City Attorney reviewed the contract and submitted revisions. Staff notified CivicPlus regarding the revisions and does not anticipate any problems.

Funding Review or Budgetary Impact: Funds to be drawn from line item 01-01-7740 (General Fund – Administration – Professional Services) as reflected in the proposed 2016 budget.

Recommendation: Motion to approve the contract with CivicPlus and City Attorney submitted revisions.

Attachments: Draft Contract

CivicPlus Redesign Contract

| | | | | |
|---|--|--------------------|--|--------------------|
| Organization | City of Spring Hill, KS | URL | www.springhillks.gov | |
| Street Address | 401 N. Madison St. | | | |
| Address 2 | PO Box 424 | | | |
| City | Spring Hill | State | KS | Postal Code 66083 |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. | | | | |
| Emergency Contact & Mobile Phone | Allysha Walmann, (913) 548-6968 | | | |
| Emergency Contact & Mobile Phone | Glenda Gerrity - (913) 375-0357 | | | |
| Emergency Contact & Mobile Phone | Jonathan Roberts (City Administrator) - (913) 710-0108 | | | |
| Billing Contact | Antwone Smoot | E-Mail | antwone.smoot@springhillks.gov | |
| Phone | (913) 592-3664 | Ext. | N/A | Fax (913) 592-5040 |
| Billing Address | 401 N. Madison St. | | | |
| Address 2 | PO Box 424 | | | |
| City | Spring Hill | ST | KS | Postal Code 66083 |
| Tax ID # | 48-6035103 | Sales Tax Exempt # | KSMAV0Q87P | |
| Billing Terms | Annual | Account Rep | Reece Hammitt | |
| Info Required on Invoice (PO or Job #) | | | | |
| Contract Contact | Glenda Gerrity (City Clerk) | Email | glenda.gerrity@springhillks.gov | |
| Phone | (913) 592-3664 | Ext. | N/A | Fax (913) 592-5040 |
| Project Contact | Allysha Walmann | Email | allysha.walmann@springhillks.gov | |
| Phone | (913) 592-3664 | Ext. | N/A | Fax (913) 592-5040 |

Terms & Conditions

Client Deliverable

- Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a basic redesign of the City of Spring Hill, KS (“Client”) website that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Billing & Payment Terms

- One-half of the total Project Development fee will be billed upon completion of the layout presentation, the remainder of the Project Development fee and any additional Project Development services will be invoiced after the reveal presentation.
- The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.

 Service & License Agreement for **Spring Hill, KS**

4. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
5. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
6. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
7. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Should the Client fail to meet any deadlines mutually agreed upon in the timeline meeting both parties will mutually agree to extend the affected milestone dates. CivicPlus will not be held liable under this Agreement for any delay caused by the Client. Should delays caused by the Client extend the website redesign go live date by more than 30 days past the originally agreed upon date the Client can select one of the following options:
 - a. Client will pay annual fees for the current live website and the redesigned website under development, as both are being hosted on our servers.
 - b. Annual Services will be discontinued for the current live website (website will no longer be accessible to the public or Client).
9. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment
10. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
11. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
12. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
13. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Changes to Existing Service

14. Effective with this renewal, the following services will be added:

| Services to be ADDED | One-Time Fee | Monthly Fee |
|---|--------------|-------------|
| Redesign with a responsive design presented on Aurora | \$10,440 | N/A |
| Additional Modules (Exhibit A) | Waived | Waived |

Agreement Renewal

15. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
16. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
17. In the event of early termination of this Agreement by the Client, full payment of the remainder of the contract is due within 15 days of termination.
18. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.



Support

19. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
20. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
21. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
22. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility

23. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the GCMS® software or its associated applications and modules.
24. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
25. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
26. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

27. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

28. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
29. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

30. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.



Taxes

31. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

--Remainder of this page left intentionally blank--

Exhibit A - CivicPlus Project Deliverables

| CivicPlus Project Development Services & Scope of Services for CP Basic Redesign | | | |
|---|----------------------------------|----------------------------|---------------------|
| Design & Project Overview | | Annual Fee Increase | One Time Fee |
| <ul style="list-style-type: none"> • New responsive design presented on Aurora • Redevelop navigation method (may choose top drop-down or other options) • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content <ul style="list-style-type: none"> ○ Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns. ○ Contact information will be moved to an info advanced area if previously formatted in a right contact layout. ○ Pages will be moved to coordinate with new menu structure <p>Note: Content will not be rewritten, reformatted or broken up. Additionally, new pages will not be created.</p> <ul style="list-style-type: none"> • Six hours of Aurora webinar group training for 2 people that will be scheduled during the project with other client participants • Spelling and broken links will be ran and provided to client • Inclusion of all standard modules (see follow page for complete list) | | N/A | \$10,440 |
| Add-On Options | | | |
| Interior Themes | <i>Optional</i> | | |
| Subsite | <i>Optional</i> | | |
| Custom Mobile App | <i>Optional</i> | | |
| Additional Banners | <i>Optional</i> | | |
| 12 hours interactive webinar training (up to 6 employees) | <i>Optional</i> | | |
| Media Center Module | <i>Optional \$1,000 per year</i> | | |
| Annual Increase | | N/A | |
| Total One-Time Fee | | | \$10,440 |
| Total Due (depends on payment terms) | | \$10,440 | |



Project Development and Deployment Includes the Following:

| Modules | Functionality |
|---|--|
| <ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Spotlight • Staff Directory | <ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log |

Exhibit B - Annual Support, Maintenance and Hosting Services

| | | |
|--|--|--|
| Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 20GB Does Not Include Media Center Module Storage | | \$5,898.82 |
| Total Annual Support, Maintenance and Hosting Fee (Effective upon Contract Signing) | | \$5,898.82 |
| Annual Support, Maintenance & Hosting Service Include the Following: | | |
| Support | Maintenance of CivicPlus Application & Modules | Hosting |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection | Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License | Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware |

Revisions submitted by City Attorney

The following are comments regarding the CivicPlus contract:

1. It is unclear to me when the annual service fee is due and when the service year begins. The contract appears to call for the contract to be signed immediately, and for payment of the annual service fee to be paid either at signing of the contract or else paid within 30 days after signing of the contract. This is because (a) Section 6 says the service fee is due within 30 days after it is billed and that such fee is due in advance of the service year, and (b) Exhibit B says the \$5,898.82 service fee is 'effective upon Contract signing.' However, with respect to the redesign of the website, it looks like the contract is signed, then there is to be an agreement between the parties as to a timeline to redesign the website and go live (Section 8 talks about a timeline meeting). Once the timeline is agreed and the website is redesigned, Section 3 says there is to be a project completion and acceptance form signed by the City, after which the website goes live. Shouldn't the service year begin when the website redesign has been accepted by the City and the redesigned website goes live?
 - a. Would it be a good idea to have the 'timeline meeting' before the contract is signed, and then attach, and incorporate by reference, the timeline agreement into the contract? Right now, there is no deadline for the website to be redesigned and for the website to go live, and it does not appear that the timeline is a binding part of the contract such that the contract is breached if the timeline is not met.
 - b. Should the contract state that the beginning of the service year, and the payment of the annual service fee, will not occur unless and until the website goes live following City's acceptance of the redesigned website?
2. Section 15 says either party can terminate the annual service contract by giving notice 60 days before the end of the service contract year. Section 16 says that if neither party gives such notice, the service year renews. The City will need to calendar when the 60 days starts to run, in the event the City wants to terminate the service contract without having it roll over. (To do that, it will be necessary to establish the date the service year begins and ends.)
3. Section 17 says that if the City terminates the Agreement early, then payment in full if the remainder of the contract is due within 15 days of termination. It appears from Section 17 that the City has the right to terminate the Agreement early, and that the consequence of doing so is to have to pay the full amount owed for the redesign work or, if the site has been redesigned and we are in a service year, pay the full unpaid amount (if any) for the annual service fee. If the City is to have that right to terminate early, it should be stated. Also, there does not appear to be any provision that allows the City to terminate due to CivicPlus's breach of contract, and that gives the City a right to receive a prorated refund following termination for breach of any unearned sums that have been prepaid (such as the annual service fee).
 - a. For that reason, it is suggested that Section 17 be changed to read as follows:

"17. Client, without cause, may terminate the Project Development

agreement or the Annual Support, Maintenance & Hosting agreement early. In the event of such early termination by Client, without cause, before the Project Development is complete and the website goes live, full payment of the remainder of the \$10,440 Project Development fee is due within 15 days of termination. In the event of early termination by Client, without cause, after the website goes lives, full payment of any unpaid amount of the \$5,898.82 annual service fee is due within 15 days of termination. If CivicPlus breaches this Contract, and fails to cure the breach within 30 days after written or electronic notice of breach is issued by Client and delivered to CivicPlus, then Client may, at its option, terminate this Contract for cause, in which event CivicPlus shall refund to Client all unearned Project Development and/or unearned service fees that Client has paid to CivicPlus, or, alternatively, Client may pursue its legal and equitable remedies for the breach."

4. Section 27 is an indemnification agreement, but it only calls for indemnification by the City of CivicPlus. There is no indemnification by CivicPlus of the City. I suggest deleting Section 27, or, alternatively, making any indemnification mutual.
5. Section 29 says that CivicPlus makes no representations and no warranties, express or implied, including no warranties of merchantability or fitness for a particular purpose, except as expressly stated in the Contract. However, there appears to be no provision where CivicPlus ever represents or warrants in the Contract that the redesigned site or the annual services will be of merchantable quality. I suggest Section 29 should be modified to read as follows:

"29. Except as otherwise specifically limited herein, CivicPlus warrants that the Project Development services and the services under the Annual Support, Maintenance & Hosting agreement will be of merchantable quality. Other than the warranty in the first sentence of this Section 29 and any other representations or warranties in this Contract, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause."

6. Kansas law requires the Kansas Act Against Discrimination to be in every contract with the City. Therefore, the Act should be added to the contract as follows:

44-1030. State and local government contracts; mandatory provisions.

(a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- (3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. [44-](#)

1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

History: L. 1972, ch. 194, § 14; L. 1977, ch. 183, § 1; L. 1991, ch. 147, § 17; L. 1992, ch. 91, § 3; April 23.

7. I suggest that the following Notice provision be added:

All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight delivery services (such as FedEx), as follows:

-

If to the City: City of Spring Hill, Kansas
401 North Madison Street
P.O. Box 424
Spring Hill, KS 66083
Attn: Glenda Gerrity, City Clerk
Email: gerrityg@springhillks.gov

If to CivicPlus: CivicPlus
302 South 4th Street, Suite 500
Manhattan, Kansas 66502
Attn: _____, CivicPlus Contract
Email: Contracts@CivicPlus.com

Manager

[Note: The name of the CivicPlus person to receive any notices should be added and the foregoing should be corrected.]

-

Thank you.

Yours very truly, Frank H. Jenkins, Jr. (sent by Natalie McGrath, Administrative Assistant)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JANUARY 28, 2016

DATE: JANUARY 19, 2016

Formal Action Item: Ordinance #2016-02, Rezoning application Z-03-15

Issue: Request to rezone property located at the southwest corner of 183rd and Woodland Road from R-R (Rural Residential) to M-1 (General Industrial).

BACKGROUND: An application has been received for rezoning a 107 acre tract located at 20241 W. 183rd St. The property located approximately at the southwest corner of 183rd and Woodland Road is currently zoned RR (rural residential) with requested zoning to M-1 (General Industrial). The preliminary plan for the property is the construction of self-storage buildings enclosed within a security fence. The long range plan is for the construction of warehousing when market demand is present.

Analysis: On January 7, 2016 the Spring Hill Planning Commission conducted the public hearing on this rezoning request. There were no comments offered during the public hearing. Following the public hearing the Planning Commission voted unanimously to recommend approval of the rezoning request. As noted in the attached staff report the request is compliant with the Comprehensive Plan. The 14 day protest period has passed with no protest petition being received by city staff.

Alternatives: Approve, override the PC recommendation by 2/3 vote, remand to Planning Commission, denial or continuance.

Legal Review: City Attorney Frank Jenkins reviewed and approved the attached draft rezoning ordinance.

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section (list section) of the Spring Hill Purchasing Policy. This expenditure will be drawn from (list name of account and line item number). **N/A**

Recommendation: Staff and the Spring Hill Planning Commission recommend approval of Ordinance #2016-02 for rezoning application Z-03-15 for a 107 acre tract addressed as 20241 W. 183rd St. identified with the Johnson County parcel ID #EF231435-3004 from R-R to M-1.

Attachments: Staff report Z-03-15
Draft ordinance 2016-
Minutes from 1/7/16 PC meeting

**SPRING HILL PLANNING COMMISSION
ZONING STAFF REPORT**

Case #: Z-03-15

Meeting Date: January 7, 2015

Description: Proposed Rezoning from RR (Rural Residential) to M-1 (General Industrial)

Location: 20241 W. 183rd St.

Applicant: RLC Management – Bob Cummins

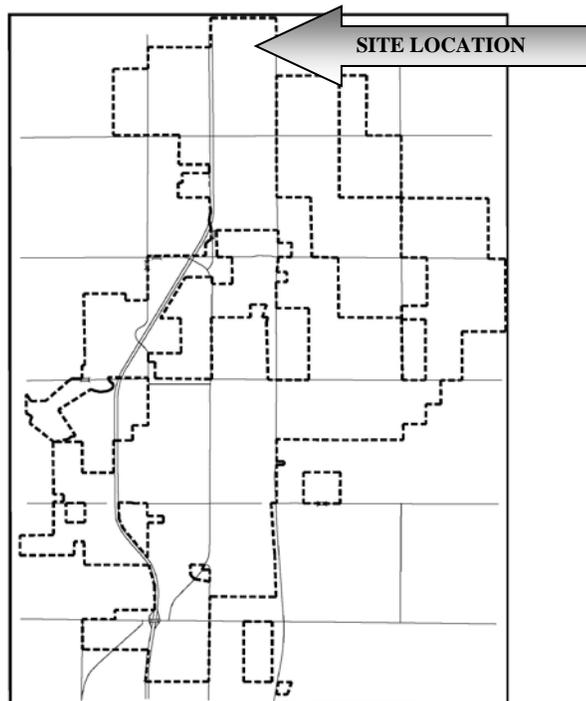
Engineer: Schlagel & Associates, P.A. – Jeff Skidmore

Current Zoning: RR **Proposed Zoning:** M-1

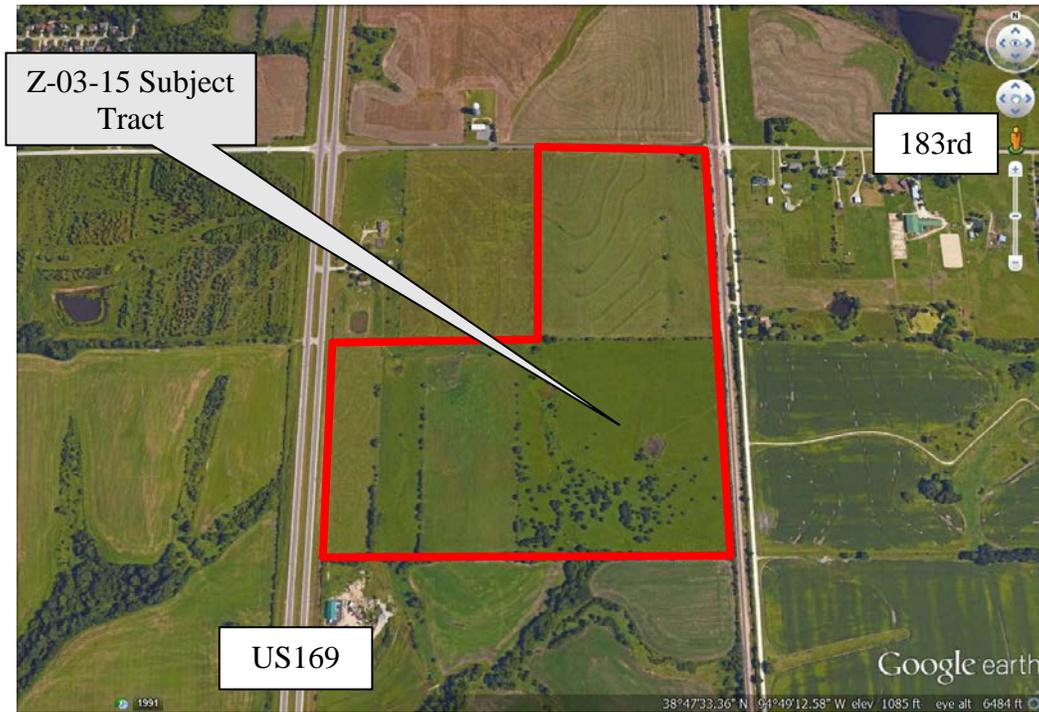
Site Area: 107.6 Ac. **Number of Lots:** 1

| | Current Zoning | Existing Land Use | Future Land Use Map |
|---------------|-----------------------|--------------------------|----------------------------|
| Site: | RR | Vacant | Mixed Use Comm. |
| North: | JOCO | Vacant | County |
| South: | M-1 | Ind./Vacant | Industrial |
| East: | N/A | BNSF R-O-W | Industrial |
| West: | N/A | KDOT R-O-W | Residential |
| | RR | Vacant | Industrial |

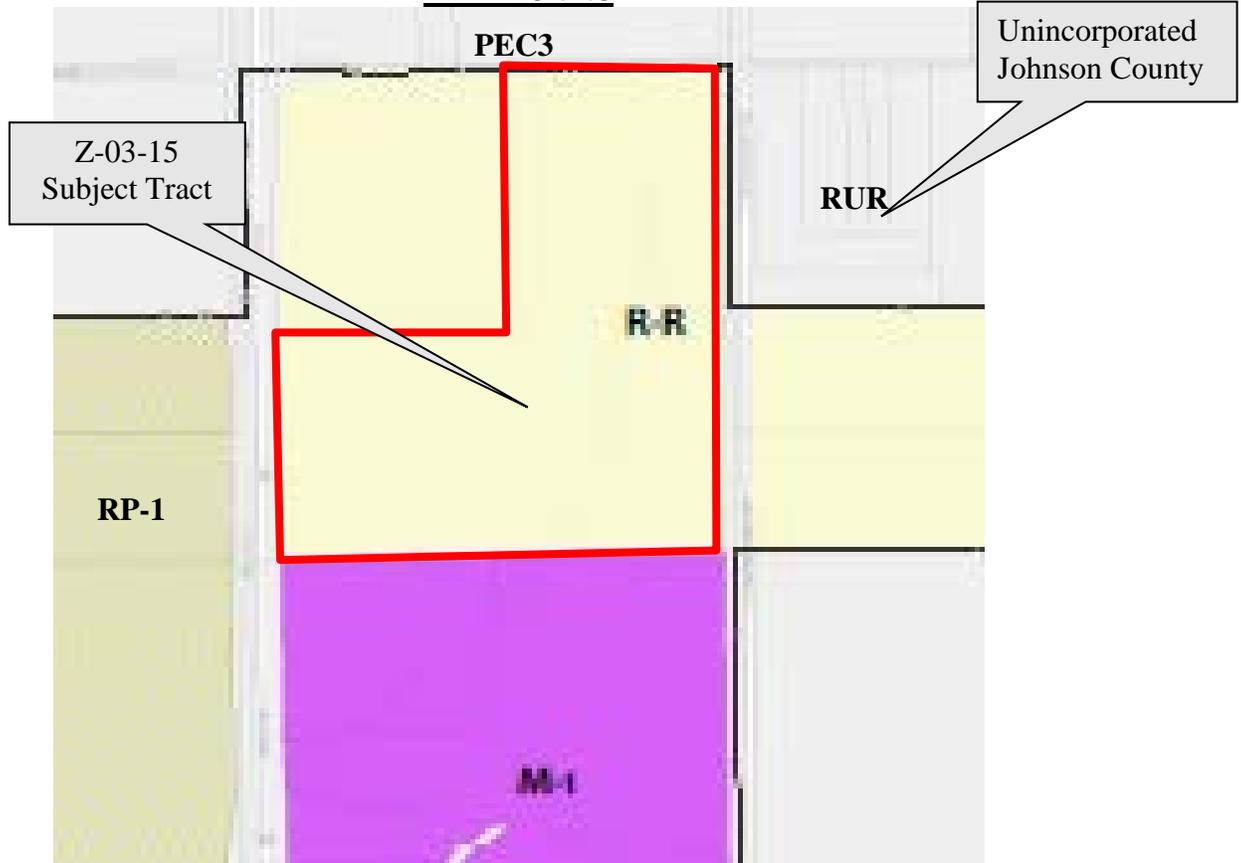
Proposed Use: Self-Storage and Warehousing



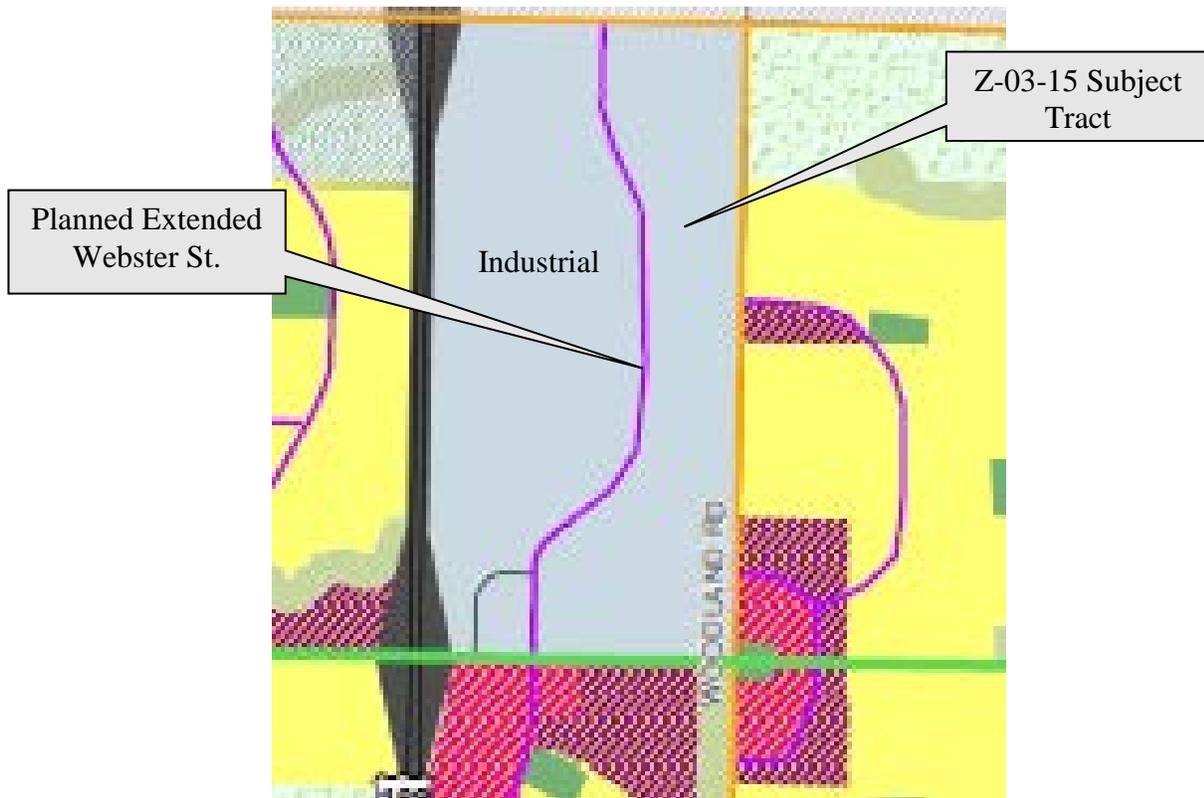
AREA PHOTO



AREA ZONING



FUTURE LAND USE



BACKGROUND: An application has been received for rezoning a 107 acre tract located at 20241 W. 183rd St. The property located approximately at the southeast corner of 183rd and US169 Highway is currently zoned RR (rural residential) with requested zoning to M-1 (General Industrial). The preliminary plan for the property is the construction of self-storage buildings enclosed within a security fence. The long range plan is for the construction of warehousing when market demand is present.

As required, area property owners were notified of the hearing by mail and a newspaper publication was completed 20 days prior to the hearing date. To date no public comments have been received.

REZONING:

The review of the proposed rezonings are consistent with Golden v. City of Overland Park, 224 Kan. 591, 584 P. 2d 130 (1978).

- 1. Consistent with purposes of the regulations and intent and purpose of the proposed district:** The proposed rezoning is consistent with the purpose and intent of the regulations regarding M-1 districts. The proposed uses of self-storage storage and warehousing are permitted uses within the district.

2. **Neighborhood Character:** As shown on the aerial photo above, the surrounding area is primarily vacant with railroad right-of-way to the east and KDOT right-of-way to the west.
3. **Zoning and uses of nearby parcels:** As shown on the area zoning map above the property to the south is zoned M-1 (General Industrial). The area to the north is unincorporated Johnson County zoned PEC3 (Planned Industrial Park). Parcels to the west are zoned RP-1 (Planned Single Family) but are separated by the KDOT right-of-way for US169/K-7 Highway. Properties to the east are a combination of RR (Rural Residential) and Johnson County RUR district (Rural Residential) but are separated by the combined right-of-ways for the BNSF railroad and Woodland Road.
4. **Requested because of changing conditions:** Request is based on a business opportunity as determined by the applicant.
5. **Suitability of parcel for uses restricted by the current zone:** This area of Spring Hill is currently RR or Rural Residential. Updates to the Comprehensive Plan completed in 2010 identified this area as best suited for industrial uses based on the proximity to the four-lane highway and railroad. Rezoning to an industrial district would be compliant with the Comprehensive Plan and allow uses that would not be allowed with the current zoning.
6. **Suitability of parcel for uses permitted by the proposed district:** The parcel under consideration for rezoning is suitable for uses permitted in an M-1 district. The proposed use for warehousing and self-storage is an allowed use within the M-1 district.
7. **Detrimental Effect of Zoning Change:** No detrimental effects are anticipated.
8. **Proposed amendment corrects an error:** No error is being corrected.
9. **Length of time property has been vacant:** This property is undeveloped and has agricultural in use for many years.
10. **Adequacy of current facilities:** All utilities are adequate and available to the property but may require minor extensions as determined by the development plan.
11. **Conformance with Comprehensive Plan.** As shown on the Future Land Use map above, the Comprehensive Plan identifies this area as Industrial. The requested zoning district of M-1 and the proposed use are in conformance with the Comprehensive Plan.
12. **Hardship if application is denied:** This issue has been addressed by the applicant in the narrative provided with the application.

ADDITIONAL REVIEW COMMENTS:

Staff distributed the rezoning application to various consultants and city staff for comment. Of particular interest in this review process is the relationship to the K-7 Corridor Management Plan which identifies a future interchange at 183rd Street. This plan does not interfere with the zoning nor does it create any difficulties for access to the property from 183rd Street. KDOT representatives responded to the review request without comment of any type.

RECOMMENDATION: Staff recommends approval of rezoning application Z-03-15 from RR (Rural Residential) to M-1 (General Industrial).

Suggested Motion: Motion to recommend approval to the Spring Hill Governing Body for rezoning application Z-03-15 as presented by staff.

ORDINANCE NO. 2016-02_____

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN LANDS LOCATED NEAR THE SOUTHWEST CORNER OF 183RD STREET AND WOODLAND ROAD, COMMONLY KNOWN AS 20241 W. 183RD STREET, FROM "R-R" RURAL RESIDENTIAL DISTRICT TO "M-1" GENERAL INDUSTRIAL DISTRICT.

WHEREAS, proper application (Z-03-15) for a change in the zoning of land hereinafter described has been made; and

WHEREAS, the Planning Commission of the City of Spring Hill, Kansas, did on the 7th day of January, 2016, conduct a public hearing, after proper publication of notice and proper service upon property owners adjacent to applicant's property; and

WHEREAS, the said Planning Commission on the 7th day of January, 2016, closed by the public hearing and recommended approval of the rezoning, by an affirmative vote of a majority of the entire membership of the Planning Commission to the Governing Body; and

WHEREAS, within fourteen (14) days after the conclusion of the date of the public hearing before the Planning Commission, no valid protest petition was filed with the office of the City Clerk; and

WHEREAS, on the 28th day of January, 2016 the Governing Body considered the findings, conditions and recommendations of the Planning Commission and the professional planning staff at the City Council meeting.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS:

SECTION ONE: The zoning of the following described tract of land located in Johnson County, Kansas:

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 23 East, Sixth Principal Meridian, Spring Hill, Johnson County, Kansas, described as follows: Beginning at a point 1438.88 feet East of the Northwest corner of the Northeast Quarter of said Section 35, said point being on the North line of the Northeast Quarter of said Section 35; South 02 degrees 10 minutes 33 seconds East, a distance of 1449.81 feet; thence South 87 degrees 46

minutes 29 seconds West, a distance of 1279.17 feet to a point on the East right of way line U.S. Highway 169; thence South 02 degrees 12 minutes 35 seconds East, a long said East right of way line, a distance of 145.17 feet; thence South 04 degrees 07 minutes 35 seconds East, along said highway right of way line, a distance of 300.20 feet; thence South 02 degrees 47 minutes 32 seconds East, along said right of way line, a distance of 806.83 feet to a point on the South line of the Northeast Quarter of said Section 35, said point being 177.90 feet East of the Southwest corner of the Northeast Quarter of said Section 35; thence North 87 degrees 24 minutes 57 seconds East, along said South line, a distance of 2422.60 feet to a point on the West right of way line of the BNSF Railroad right of way; said point being 40.00 feet West of the Southeast corner of the Northeast Quarter of said Section 35; thence North 02 degrees 10 minutes 33 seconds West, along the West line of said BNSF Railroad right of way, a distance of 2686.76 feet to a point on the North line of the Northeast Quarter of said Section 35, said point being 50.00 feet West of the Northeast corner of the Northeast Quarter of said Section 35; thence South 87 degrees 46 minutes 05 seconds West, along the North line of the Northeast Quarter of said Section 35, a distance of 1162.36 feet to the point of beginning, subject to that part in roads, easements and reservations of record.

is hereby changed from "R-R" RURAL RESIDENTIAL DISTRICT to "M-1" GENERAL INDUSTRIAL DISTRICT.

SECTION TWO: The zoning administrator is hereby authorized and directed to amend the Official Zoning District map of the City of Spring Hill, Kansas, in accordance with the foregoing changes in zoning.

SECTION THREE: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED BY THE CITY COUNCIL this 28th day of January, 2016.

APPROVED BY THE MAYOR this 28th day of January, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity,
City Clerk

APPROVED AS TO FORM:

Frank H. Jenkins, Jr.,
City Attorney

**City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
January 7, 2016**

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on January 7, 2016. The meeting convened at 7:00 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Troy Mitchell
Josh Nowlin
Janell Pollom
Paul Ray – arrived at 7:03 p.m.
Cindy Squire
Tyler Vaughan
Michael Weber

Commissioners absent: Tobi Bitner

Staff in attendance: Jim Hendershot, Community Development Director
Christie Campbell, Planning Secretary

Public in attendance: Mr. Robert Cummins, Representative for RLC Management
Mr. Jeff Skidmore, Engineer, Schlagel & Associates, P.A.
Mr. Robert Wiltshire, Representative for RLC Management
Mr. Jack Meyers, General Public

ROLL CALL

The secretary called the roll of the Planning Commissioners. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA

Motion by Ms. Squire, seconded by Mr. Weber, to approve the agenda with Item 3-Preliminary Plat (PP-01-15) be tabled.

Roll Call Vote: Nowlin-Aye, Mitchell-Aye, Sly-Aye, Weber-Aye, Pollom-Aye, Vaughan-Aye, Squire-Aye

Abstain: Ray-arrived after roll call vote

Motion carried 7-0-1

FORMAL ACTION

1. Public Hearing – Rezoning (Z-03-15)

Beginning of Staff Report

End of Staff Report

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission. He noted a correction to item # 12 in the staff report. It should read, “the applicant can better respond to any hardships if this application is denied.” He also added clarification that the unscheduled, unfunded, yet planned diamond interchange at 183rd and K7 will have no effect on this property. Any access to this property would have sufficient distances away from those interchange ramps if and when they are constructed.

Mr. Hendershot asked that the information was distributed relating to the preliminary plat, which is the next item on the agenda, be disregarded. He is going to ask for that item to be tabled, as the preliminary plat is in the process of being redesigned.

Commissioner Vaughan stated that there was one thought mentioned about a business need for the developer with regards to storage units. He asked if there was some type of study that was done to say that we have the capacity that would require this, or what is the thought process behind bringing in another storage facility.

Mr. Hendershot responded in saying that the owner and applicant can better respond to those questions. He did indicate that the other storage facilities are full based on conversations he has had with the owners. He added that the site plan for the expansion of an existing storage unit was approved at the November 2015 Planning Commission meeting.

Commissioner Squire asked a question about the area zoning map. She asked, "when we abut to the PEC3 for Johnson County, is that pretty much the end of the Spring Hill city limits as far as we go, or is that another donut hole?" Mr. Hendershot stated that it is not. He clarified that the PEC3 section is the northern limits of the annexation agreement between the City of Spring Hill and the City of Olathe.

Commissioner Ray asked if the first phase of the building project would be the storage units and as demand increases, phase two would be warehouses. Mr. Hendershot indicated that was the initial thought process, but the plan is being revised by the developers at this time, which is why staff will ask to table agenda item #3 regarding the preliminary plat hearing.

Commissioner Mitchell inquired about the zoning classification of the property just east of the M-1 area. Mr. Hendershot indicated that is unincorporated Johnson County RUR (rural residential).

Commissioner Squire asked if it (referring to the storage units and warehouses) did not pan out, what other types of things could go in there if they approved the rezoning to M-1. Mr. Hendershot indicated that M-1 is a fairly wide open zoning district. It does open up the possibility of other types of industrial occupancies, as well as storage and warehousing. Based on the owner's intent, the basic plan is still there for self-storage and warehousing. It does not close the door for any other options for them.

Commissioner Squire wanted to reiterate to everyone that this is a rezoning request and not a consideration for what the business is. She indicated that it is important to look at it from a land use perspective, not a proposed business that may or may not be built on this land.

Mr. Hendershot clarified that there can be no residential uses in an M-1 zoning district. There can be some public and civic uses, but commercial uses would be somewhat limited. Conditional Use provisions of an M-1 still apply for more intrusive industrial business, such as salvage yards, cargo container storage, or quarries. These types of uses would be brought back to the Planning Commission for review and approval.

Commissioner Mitchell reiterated that the future land use planned for this area is industrial.

Commissioner Ray asked if there has ever been any residential interest in that plot that we know of. Mr. Hendershot indicated there has not been any interest.

Mr. Jeff Skidmore with Schlagel & Associates, P.A. addressed the Planning Commission as a representative for RLC Management. He indicated that he didn't have a lot to add to what Mr.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

Hendershot has already presented. He thanked Mr. Hendershot and staff for working with their team over the past 30 days. He stated that they are revising the original plan as a result of recent interest in the property, and will be resubmitting revised plans for review.

With no further questions or comments, the Public Hearing was officially closed at 7:25 p.m.

Motion by Mr. Weber, seconded by Mr. Mitchell, to approve the rezoning application Z-03-15 with the correction to staff report item #12.

Roll Call Vote: Ray-Aye, Nowlin-Aye, Mitchell-Aye, Sly-Aye, Weber-Aye, Pollom-Aye, Vaughan-Aye, Squire-Aye

Motion Carried 8-0-0

The rezoning application (Z-03-15) will be forwarded to the City Council for review on January 28, 2016.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: JANUARY 28, 2016
DATE: JANUARY 19, 2016

Formal Action: Approval of contract with Treanor Architects, Lawrence, KS

Issue: Approval of architectural contract with Treanor Architects for design of security upgrades at the Civic Center.

Background: Current events around the world combined with concealed carry regulations for government buildings has led staff to contact an architectural firm for limited design work with staff safety at the heart of the issue. Treanor Architects has a long history with county and municipal building design including Paola and Miami County. Staff has met with representatives from the firm and are confident in their abilities and knowledge to assist with minimizing security hazards for city staff.

Analysis: Meetings with Jeff Lane of Treanor Architects have taken place on site over the past few months. Members of city staff met as a team to share concerns on safety issues as well as possible building remodel work that would limit exposure of city staff to compromising situations. The goal of the project is to provide security for city staff while not compromising long range plans to fully remodel the existing facility, and doing so with a limited budget. This can be accomplished with the rearrangement of offices and the council chambers so that all public access is limited to the center hallway of the building. Customer service windows would be installed that would limit the ability of intruders to access members of staff and yet provide customer service in a professional and personal manner.

The proposed contract will allow Treanor Architect staff to meet with all city hall staff to identify individual and team needs to conduct daily business. These interview sessions will be followed by preliminary plans presented for review and ultimately a final design submitted for approval. Staff has been very direct with representatives of the firm that the budget is limited but staff security and customer service is of the utmost concern. Once a final design is approved the architect shall assist the city in the bidding process, contractor selection, construction evaluations and project conclusion.

Alternatives: Approval, denial, return to staff for further consideration.

Legal Review: City Attorney Frank Jenkins has reviewed attached contract. Kevin O'Brien with Reilly Insurance has reviewed the insurance submissions.

Funding Review or Budgetary Impact: Civic Center Capital Improvement Fund, \$17,000.

AGENDA ITEM REVIEW SHEET

Recommendation: Staff recommends approval of an agreement with Treanor Architects in the amount of \$17,000.00 for the design of security and other remodel work to be completed at the Spring Hill Civic Center, 401 N. Madison Street.

Attachments: 1) Standard AIA Agreement form



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18 day of January in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Spring Hill
401 N Madison St.
Spring Hill, KS 66083

and the Architect:
(Name, legal status, address and other information)

Treanor Architects, P.A.
1040 Vermont
Lawrence, KS 66044

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

The design of the city council chambers, recreation department, administration and customer services office, finance and accounting offices. Included in the scope is minor remodel work for the above stated department, and entryways to the existing building. Minor site work at the entry plaza will be defined during design. The project is further identified on the attached exhibit A drawings.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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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2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
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10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article
(Paragraphs deleted)

1:

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

June 1, 2016

.2 Substantial Completion date:

October 31, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$5,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner except on mutual agreement in writing. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the

Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Provided it is understood and agreed that the term "Architect" shall include all persons retained by the Architect in connection with the work to be provided by the Architect in accordance with the requirements of these contract documents.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|--|--|
| § 4.1.1 Programming (B202™-2009) | N.P. | |
| § 4.1.2 Multiple preliminary designs | N.P. | |
| § 4.1.3 Measured drawings | N.P. | |
| § 4.1.4 Existing facilities surveys | N.P. | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | N.P. | |
| § 4.1.6 Building Information Modeling (E202™-2008) | Architect | Included in Basic Services |
| § 4.1.7 Civil engineering | Architect | Included in Basic Services |
| § 4.1.8 Landscape design | Architect | Included in Basic Services |

| | | | |
|----------|---|-----------|----------------------------|
| § 4.1.9 | Architectural Interior Design (B252™-2007) | Architect | Included in Basic Services |
| § 4.1.10 | Value Analysis (B204™-2007) | Architect | Included in Basic Services |
| § 4.1.11 | Detailed cost estimating | Architect | Included in Basic Services |
| § 4.1.12 | On-site Project Representation (B207™-2008) | N.P. | |
| § 4.1.13 | Conformed construction documents | N.P. | |
| § 4.1.14 | As-Designed Record drawings | N.P. | |
| § 4.1.15 | As-Constructed Record drawings | Architect | As provided by Contractor |
| § 4.1.16 | Post occupancy evaluation | N.P. | |
| § 4.1.17 | Facility Support Services (B210™-2007) | N.P. | |
| § 4.1.18 | Tenant-related services | N.P. | |
| § 4.1.19 | Coordination of Owner's consultants | N.P. | |
| § 4.1.20 | Telecommunications/data design | N.P. | |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007) | N.P. | |
| § 4.1.22 | Commissioning (B211™-2007) | N.P. | |
| § 4.1.23 | Extensive environmentally responsible design | N.P. | |
| § 4.1.24 | LEED® Certification (B214™-2012) | N.P. | |
| § 4.1.25 | Fast-track design services | N.P. | |
| § 4.1.26 | Historic Preservation (B205™-2007) | N.P. | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) | N.P. | |
| | | | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 9 (nine) visits to the site by the Architect over the duration of the Project during construction
- .3 1 (one) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (one) inspections for any portion of the Work to determine final completion

§ 4.3.4 Except for delay due to suspension by the owner (Architects compensation for services affected by owners suspension is covered under section 9.2). If the services covered by this Agreement have not been completed on or before December 1, 2016, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based

on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants 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 Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's 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 this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's 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 Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants 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 use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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 thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, for non payment the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted upon mutual agreement of the parties.

§ 9.2 The Owner has the right to suspend the project and the Architect's services for the project. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted upon mutual agreement of the parties.

(Paragraph deleted)

§ 9.4 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

(Paragraph deleted)

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum fee of \$17,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At Architects hourly rate scheduled for current year, attached as exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At Architects hourly rate scheduled for current year, attached as exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---------------------------------|--------------------|------------------|------------|-----------|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Twenty | percent (| 20 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Table deleted)

(Paragraphs deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9

(Paragraphs deleted)

- .10 .11 Other similar Project-related expenditures including mileage, at the IRS allowed rate effective at time of activity, for the Architects travel to and from the project site and progress meetings.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.

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

1.5 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight deliver services such as FedEx, as follows:

If to the City:

City of Spring Hill, Kansas

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User Notes:

(1918251354)

401 North Madison Street
P.O. Box 424
Spring Hill, KS , 66083
Attn: Glenda Gerrity, City Clerk
Email:

If to the Architect:
Trenor Architects, P.A.
1040 Vermont
Lawrence, KS 66044
Attn: Jeff Lane, Associate Principal
Email:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – program diagrams describing scope of services
Exhibit B – Architects hourly rates
Exhibit C – Kansas Act Against Discrimination

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Daniel R. Rowe President

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:52:42 on 01/19/2016.

PAGE 1

AGREEMENT made as of the 18 day of January in the year 2016

...

City of Spring Hill
401 N Madison St.
Spring Hill, KS 66083

...

Treanor Architects, P.A.
1040 Vermont
Lawrence, KS 66044

...

The design of the city council chambers, recreation department, administration and customer services office, finance and accounting offices. Included in the scope is minor remodel work for the above stated department, and entryways to the existing building. Minor site work at the entry plaza will be defined during design. The project is further identified on the attached exhibit A drawings.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1~~ and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

1:

...

June 1, 2016

...

October 31, 2016

PAGE 3

...
\$2,000,000

...
\$1,000,000

...
\$500,000

...
\$5,000,000

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or ~~Owner~~ Owner except on mutual agreement in writing. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 6

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Provided it is understood and agreed that the term "Architect" shall include all persons retained by the Architect in connection with the work to be provided by the Architect in accordance with the requirements of these contract documents.

PAGE 8

| | | | |
|----------|---|-----------|----------------------------|
| § 4.1.1 | Programming (B202™-2009) | N.P. | |
| § 4.1.2 | Multiple preliminary designs | N.P. | |
| § 4.1.3 | Measured drawings | N.P. | |
| § 4.1.4 | Existing facilities surveys | N.P. | |
| § 4.1.5 | Site Evaluation and Planning (B203™-2007) | N.P. | |
| § 4.1.6 | Building Information Modeling (E202™-2008) | Architect | Included in Basic Services |
| § 4.1.7 | Civil engineering | Architect | Included in Basic Services |
| § 4.1.8 | Landscape design | Architect | Included in Basic Services |
| § 4.1.9 | Architectural Interior Design (B252™-2007) | Architect | Included in Basic Services |
| § 4.1.10 | Value Analysis (B204™-2007) | Architect | Included in Basic Services |
| § 4.1.11 | Detailed cost estimating | Architect | Included in Basic Services |
| § 4.1.12 | On-site Project Representation (B207™-2008) | N.P. | |
| § 4.1.13 | Conformed construction documents | N.P. | |
| § 4.1.14 | As-Designed Record drawings | N.P. | |
| § 4.1.15 | As-Constructed Record drawings | Architect | As provided by Contractor |

| | | | |
|----------|---|------|--|
| § 4.1.16 | Post occupancy evaluation | N.P. | |
| § 4.1.17 | Facility Support Services (B210™-2007) | N.P. | |
| § 4.1.18 | Tenant-related services | N.P. | |
| § 4.1.19 | Coordination of Owner's consultants | N.P. | |
| § 4.1.20 | Telecommunications/data design | N.P. | |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007) | N.P. | |
| § 4.1.22 | Commissioning (B211™-2007) | N.P. | |
| § 4.1.23 | Extensive environmentally responsible design | N.P. | |
| § 4.1.24 | LEED® Certification (B214™-2012) | N.P. | |
| § 4.1.25 | Fast-track design services | N.P. | |
| § 4.1.26 | Historic Preservation (B205™-2007) | N.P. | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) | N.P. | |

PAGE 10

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 9 (nine) visits to the site by the Architect over the duration of the Project during construction
- .3 1 (one) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (one) inspections for any portion of the Work to determine final completion

§ 4.3.4 Except for delay due to suspension by the owner (Architects compensation for services affected by owners suspension is covered under section 9.2). If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, on or before December 1, 2016, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 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, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations 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, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ 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).

~~§ 8.3.4.2~~ 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.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, for non payment the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall be equitably adjusted.~~ may be equitably adjusted upon mutual agreement of the parties.

§ 9.2 The Owner has the right to suspend the project and the Architect's services for the project. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. ~~adjusted upon mutual agreement of the parties.~~

~~§ 9.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~ compensated.

PAGE 15

~~§ 10.8~~ If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

...

Lump sum fee of \$17,000

...

At Architects hourly rate scheduled for current year, attached as exhibit B.

...

At Architects hourly rate scheduled for current year, attached as exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, or as otherwise stated below:

Architect.

...

| | | | | |
|------------------------------|----------------|-----------|-----------|----|
| Schematic Design Phase | <u>Fifteen</u> | percent (| <u>15</u> | %) |
| Design Development Phase | <u>Twenty</u> | percent (| <u>20</u> | %) |
| Construction Documents Phase | <u>Forty</u> | percent (| <u>40</u> | %) |
| Bidding or Negotiation Phase | <u>Five</u> | percent (| <u>5</u> | %) |
| Construction Phase | <u>Twenty</u> | percent (| <u>20</u> | %) |

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate

...

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

...

- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

...

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures including mileage, at the IRS allowed rate effective at time of activity, for the Architects travel to and from the project site and progress meetings.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ of the expenses incurred ~~consultants.~~

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.

...

1.5 % per month

...

All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight deliver services such as FedEx, as follows:

If to the City:

City of Spring Hill, Kansas
401 North Madison Street
P.O. Box 424
Spring Hill, KS , 66083
Attn: Glenda Gerrity, City Clerk
Email:

If to the Architect:

Treanor Architects, P.A.
1040 Vermont
Lawrence, KS 66044
Attn: Jeff Lane, Associate Principal
Email: "

PAGE 17

Exhibit A – program diagrams describing scope of services

Exhibit B – Architects hourly rates

Exhibit C – Kansas Act Against Discrimination

...

Daniel R. Rowe President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth V. Kelley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:52:42 on 01/19/2016 under Order No. 3873770178_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)