



AGENDA
City of Roeland Park, Kansas
City Council Meeting
City Hall, 4600 W 51st Street
December 16, 2024 6:00 PM

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• Michael Poppa, Mayor• Jan Faidley, Council Member, Ward 1• Tom Madigan, Council Member, Ward 1• Benjamin Dickens, Council Member, Ward 2• Jennifer Hill, Council Member, Ward 2 | <ul style="list-style-type: none">• Emily Hage, Council Member, Ward 3• Kate Raglow, Council Member, Ward 3• Matthew Lero, Council Member, Ward 4• Jeffrey Stocks, Council Member, Ward 4 | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Nielsen, City Clerk• John Morris, Police Chief• Donnie Scharff, Public Works Director |
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Council Standing Committees

Admin
Lero
Faidley

Finance
Stocks
Dickens

Safety
Hage
Hill

Public Works
Raglow
Madigan

I. Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

II. Roll Call

III. Public Hearing

IV. Modification of Agenda

V. Public Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

VI. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriations Ordinance #1057
- B. City Council Meeting Minutes December 2, 2024

VII. Business From the Floor

VIII. Mayor's Report

IX. Reports of City Liaisons

X. Unfinished Business

XI. New Business

- A. Approve Maximum Price for Phase 2 Community Center Renovations
- B. Approve Arts Committee Recommendations

XII. Ordinances and Resolutions

XIII. Reports of City Officials

Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council

The City Council encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

A. Audience Decorum. Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. Public Comment Request to Speak Form. The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. Public Comment on Non-Agenda Items. The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. Public Comment on Agenda Items. Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair)

calls the Agenda item.

C. Purpose. The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

D. Speaker Decorum. Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.

E. Time Limit. In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

F. Speak Only Once. Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

G. Addressing the Council. Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.

H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

The City Council welcomes your participation and appreciates your cooperation. If you would like additional information about the City Council or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: I. Pledge of Allegiance



City of Roeland Park
Action Item Summary

Submitted By:

Kelley Nielsen, City Clerk

Committee/Department: Administration

Title: Instructions on Logging into Meeting Remotely

Item Type: Action Item

Recommendation:

See instructions to log in below.

Details:

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://zoom.us/j/97767592270?pwd=VWNXbjNkejIVb0JBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: <https://zoom.us/u/adPknyVL7e>

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

None

Appropriation Ordinance - 12/16/2024 - #1057

4600 West Fifty-First Street

Roeland Park, Kansas 66205

City Hall (913) 722-2600 – Fax (913) 722-3713

Thursday, December 12, 2024

Appropriation Ordinance - 12/16/2024 - #1057

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this December 16, 2024.

Attest:

City Clerk

Mayor

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202,822.58

Appropriation Ordinance - 12/16/2024 - #1057

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check
								Amount
Luis G Palos	300	5470.300	Park Maintenance	26	12/11/24	340.00	77627	340.00
ADP, Inc.	101	5214.101	Other Contracted Services	675955809	12/04/24	265.28	77570	265.28
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128433823505	12/04/24	15.87	77571	148.64
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128432532757	12/04/24	62.92		
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128433033020	12/04/24	69.85		
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128434033448	12/11/24	53.50	77628	53.50
Airgas USA, LLC	106	5318.106	Tools	5512788316	12/11/24	24.49	77629	24.49
Alissa's Flowers, Fashions & Interiors	101	5254.101	Miscellaneous Charges	12139	12/04/24	76.09	77572	76.09
American Equipment Co.	106	5211.106	Maintenance & Repair Equipment	52016	12/04/24	152.70	77573	632.70
American Equipment Co.	106	5211.106	Maintenance & Repair Equipment	72962	12/04/24	480.00		
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2468722	12/11/24	416.66	77630	416.66
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D786424	12/04/24	493.36	77574	493.36
Aspen Lawn & Pest Control	101	5210.101	Maintenance & Repair Building	235101	12/11/24	375.00	77631	375.00
Augustine Exterminators, Inc.	290	5210.290	Maintenance & Repair Building	2471452	12/04/24	84.98	77575	84.98
Balls Food Stores	101	5267.101	Employee Related Expenses	87563	12/11/24	179.82	77632	174.98
Balls Food Stores	101	5267.101	Employee Related Expenses	87572	12/11/24	(4.84)		
Terri Baugh	101	5283.101	RP Community Foundation Grant Expense	11/16/24 Michael	12/04/24	16.54	77576	16.54
Black & McDonald	101	5220.101		761720192	12/04/24	2,135.66	77577	3,444.66
Black & McDonald	101	5222.101	Traffic Signal Expense	761720192	12/04/24	1,309.00		
Boelte-Hall, LLC	101	5208.101	Newsletter	2463638	12/04/24	1,830.43	77578	1,830.43
Redacted	101	5273.101	Neighbors Helping Neighbors	11/9/24 EXP	12/11/24	2,000.00	77633	2,000.00
Yolanda Bustamante	103	5209.103	Professional Services	MC0021	12/11/24	2,200.00	77634	2,200.00
Casey's Auto Repair	102	5260.102	Vehicle Maintenance	57904	12/11/24	1,056.00	77635	1,056.00
Chris Cakes Inc.	101	5237.101	Community Events	15305	12/11/24	1,064.80	77636	1,064.80
City of Merriam	101	5253.101	Public Relations	10/2/24	12/04/24	550.68	77579	550.68
City of Mission Kansas	270	5457.270	CARS 2020 - Roe	12/5/24 Design S	12/12/24	12,429.14	77644	12,429.14
City of Roeland Park	103	2080.103	Liability for Court Bonds	109188	12/03/24	260.00	2037	260.00
City of Roeland Park	103	2080.103	Liability for Court Bonds	1150872/3	12/03/24	500.00	2038	500.00
Civic Plus	101	5214.101	Other Contracted Services	324344	12/04/24	339.15	77580	339.15
Coffelt Land Title, Inc.	104	5214.104	Other Contracted Services	24075007	12/04/24	300.00	77581	300.00
Kansas State Delta Chi Educational Foun	108	5206.108	Travel Expense & Training	11/4/24 Scholars	12/04/24	250.00	77582	250.00
Kent & Sarah Doan	106	5421.106	Street Maintenance	12/2/24 Easement	12/03/24	270.00	32988	270.00
E. Edwards Work Wear	106	5308.106	Clothing & Uniforms	PSINV106852	12/04/24	78.15	77583	78.15
Every Energy Solutions, Inc.	101	5214.101	Other Contracted Services	MS009580	12/04/24	996.80	77584	2,076.67
Every Energy Solutions, Inc.	220	5214.220	Other Contracted Services	MS009580	12/04/24	456.87		
Every Energy Solutions, Inc.	290	5214.290	Other Contracted Services	MS009580	12/04/24	623.00		

FASTSIGNS	360	5442.360	Building Improvement	61173150.	12/04/24	1,551.68	77585	1,551.68
Frank P. Gilman, PA	103	5214.103	Other Contracted Services	Recurring Check	12/01/24	1,249.50	77561	1,249.50
Gather Media and Communications, LLC	101	5209.101	Professional Services	1348	12/04/24	2,825.00	77586	2,825.00
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	UNIV0058854	12/04/24	8.00	77587	8.00
Redacted	101	5282.101	Property Tax Rebate Program	12/2/24 Assistan	12/04/24	927.26	77588	927.26
Jennifer Hill	108	5206.108	Travel Expense & Training	12/5/24 Cell	12/11/24	863.45	77637	863.45
Matthew Holten	270	5464.270	2025 CARS - Mission Rd. 47th-53rd	11/25/24 Easemen	12/03/24	355.00	32987	355.00
Hometown Lawn, LLC	110	5262.110	Grounds Maintenance	5253	12/04/24	1,645.00	77589	1,645.00
Anna Jacobson	360	5209.360	Professional Services	21	12/04/24	1,475.00	77590	1,475.00
Johnson County Key Service, Inc.	300	5470.300	Park Maintenance	146372	12/11/24	835.00	77638	835.00
Johnson County Treasurer	250	4610.250	Special Assessments	R145131 12/20/24	12/04/24	1,781.43	77591	37,487.01
Johnson County Treasurer	106	5214.106	Other Contracted Services	R145152 12/20/24	12/04/24	2,128.14		
Johnson County Treasurer	106	5214.106	Other Contracted Services	R146273 12/20/24	12/04/24	281.66		
Johnson County Treasurer	106	5214.106	Other Contracted Services	R550638 12/20/24	12/04/24	679.35		
Johnson County Treasurer	106	5214.106	Other Contracted Services	R550640 12/20/24	12/04/24	139.06		
Johnson County Treasurer	106	5214.106	Other Contracted Services	R859105 12/20/24	12/04/24	1,063.51		
Johnson County Treasurer	106	5214.106	Other Contracted Services	R859106 12/20/24	12/04/24	5,182.61		
Johnson County Treasurer	101	5257.101	Property Tax Payments	R145154 12/20/24	12/04/24	453.39		
Johnson County Treasurer	101	5257.101	Property Tax Payments	R146607 12/20/24	12/04/24	375.58		
Johnson County Treasurer	101	5257.101	Property Tax Payments	R146608 12/20/24	12/04/24	9,583.82		
Johnson County Treasurer	101	5257.101	Property Tax Payments	R146609 12/20/24	12/04/24	9,053.85		
Johnson County Treasurer	101	5257.101	Property Tax Payments	R550641 12/20/24	12/04/24	6,764.61		
Jennifer Jones-Lacy	360	5315.360	Machinery & Auto Equipment	12/10/24 Amazon	12/11/24	2,481.87	77639	2,481.87
J.P. Cooke Company	101	5301.101	Office Supplies	860170	12/04/24	124.50	77592	124.50
Max10 MO LLC	106	5210.106	Maintenance & Repair Building	172313	12/04/24	475.00	77593	1,220.00
Max10 MO LLC	101	5214.101	Other Contracted Services	172065	12/04/24	745.00		
Kansas City Board of Public Utilities	106	5201.106	Electric	6657 11/21/24	12/04/24	355.80	77594	897.92
Kansas City Board of Public Utilities	106	5201.106	Electric	6657 11/21/24	12/04/24	0.24		
Kansas City Board of Public Utilities	106	5201.106	Electric	6657 11/21/24	12/04/24	69.35		
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 11/25/24	12/04/24	35.56		
Kansas City Board of Public Utilities	106	5287.106	Water	6657 11/21/24	12/04/24	226.98		
Kansas City Board of Public Utilities	106	5288.106	Waste Water	6657 11/21/24	12/04/24	78.82		
Kansas City Board of Public Utilities	106	5288.106	Waste Water	6657 11/21/24	12/04/24	131.17		
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	4110464	12/04/24	111.60	77595	111.60
Arrow Fabricare Services	102	5224.102	Laundry Service	30B312	12/04/24	86.70	77596	86.70
The League of Kansas Municipalities	101	5203.101	Printing & Advertising	9804	12/04/24	100.00	77597	100.00
The Legal Record	101	5204.101	Legal Printing	L21187	12/04/24	31.24	77598	31.24
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	12/01/24	200.00	77562	200.00
McConnell & Associates Corp	110	5211.110	Maintenance & Repair Equipment	2408100333	12/04/24	529.99	77599	529.99
Mauer Law Firm PC	510	5209.510	Professional Services	11/25/24	12/04/24	3,565.20	77600	11,090.20

Mauer Law Firm PC	101	5215.101	City Attorney	11/25/24	12/04/24	5,461.00		
Mauer Law Firm PC	101	5215.101	City Attorney	11/25/24	12/04/24	344.00		
Mauer Law Firm PC	101	5215.101	City Attorney	11/25/24	12/04/24	1,311.50		
Mauer Law Firm PC	101	5215.101	City Attorney	11/25/24	12/04/24	408.50		
Venessa Maxwell-Lopez	103	5209.103	Professional Services	12/6/24 Public D	12/11/24	375.00	77640	675.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	12/9/24 Docket	12/11/24	300.00		
MEI Total Elevator Solutions	101	5210.101	Maintenance & Repair Building	1102869	12/04/24	286.17	77601	286.17
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	12/2024 Final In	12/04/24	39,598.00	77602	39,598.00
Midway Ford Truck Center Inc	106	5211.106	Maintenance & Repair Equipment	x10087281701	12/11/24	41.60	77641	41.60
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	91401	12/04/24	125.00	77603	1,804.00
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	91413	12/04/24	252.00		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	91607	12/04/24	349.50		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	91609	12/04/24	233.00		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	91671	12/04/24	233.00		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	92023	12/04/24	93.00		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	92084	12/04/24	186.00		
Missouri Organic Recycling Inc.	115	5235.115	Disposal Fees	92169	12/04/24	332.50		
Murphy Tractor & Equipment Co. Inc.	106	5211.106	Maintenance & Repair Equipment	2354466	12/04/24	108.51	77604	108.51
NEJC Chamber of Commerce Foundatio	106	5206.106	Travel Expense & Training	1033	12/04/24	1,200.00	77605	1,200.00
Custodian of Petty Cash	106	5206.106	Travel Expense & Training	1/9/20-12/3/24EX	12/04/24	41.00	77606	111.41
Custodian of Petty Cash	101	5267.101	Employee Related Expenses	1/9/20-12/3/24EX	12/04/24	5.78		
Custodian of Petty Cash	101	5301.101	Office Supplies	1/9/20-12/3/24EX	12/04/24	3.00		
Custodian of Petty Cash	101	5301.101	Office Supplies	1/9/20-12/3/24EX	12/04/24	10.96		
Custodian of Petty Cash	106	5425.106	Other Capital Outlay	1/9/20-12/3/24EX	12/04/24	20.00		
Custodian of Petty Cash	300	5473.300	RPAC Improvements	1/9/20-12/3/24EX	12/04/24	30.67		
Pitney Bowes Bank Inc Purchase Power	101	5205.101	Postage & Mailing Permits	7903 11/20/24	12/04/24	200.00	77607	200.00
PM Contracting, Inc.	101	4265.101	Business Occupational Licenses	11/27/24 Refund	12/04/24	20.00	77608	20.00
Michael Poppa	108	5206.108	Travel Expense & Training	11/27/24 Donatio	12/04/24	204.81	77609	204.81
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	1 11/16/24	12/04/24	833.69	77610	833.69
Pur-O-Zone, Inc.	220	5304.220	Janitorial Supplies	19101	12/04/24	491.32	77611	491.32
Kevin EJ Regan	101	4725.101	Police Reports	12/2/24 Report	12/04/24	60.00	77612	60.00
Rejis Commission	102	5214.102	Other Contracted Services	542926	12/04/24	238.88	77613	238.88
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	13901	12/04/24	220.00	77614	220.00
Secure E-Cycle	101	5214.101	Other Contracted Services	1615998	12/11/24	347.00	77642	347.00
SFS Architecture	300	5476.300	Community Center Improvement	16359	12/04/24	3,025.00	77615	3,025.00
Stadium Sheet Metal, Inc.	101	5210.101	Maintenance & Repair Building	11918K727	12/04/24	2,930.00	77616	2,930.00
Staples	101	5301.101	Office Supplies	7002993231	12/04/24	157.88	77617	511.44
Staples	101	5301.101	Office Supplies	7003072325	12/04/24	78.49		
Staples	101	5304.101	Janitorial Supplies	7003072325	12/04/24	275.07		
Strasser True Value	115	5302.115	Motor Fuels & Lubricants	464084	12/04/24	25.00	77618	48.59

Strasser True Value	106	5306.106	Materials	463890	12/04/24	23.59		
Strasser True Value	106	5306.106	Materials	464735	12/11/24	10.57	77643	10.57
Strawberry Hill Inkc LLC	220	5308.220	Clothing & Uniforms	102624	12/04/24	148.00	77619	148.00
Karen Torline	103	5214.103	Other Contracted Services	Recurring Check	12/01/24	1,517.25	77563	1,517.25
Tri-tech Forensics, Inc.	102	5301.102	Office Supplies	1086313	12/04/24	62.68	77620	62.68
United Way of Greater KC	101	2035.101	Other Withholding Payable	12/4/24 Ck Req	12/04/24	104.00	77621	104.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	699223	12/04/24	1,374.24	77622	1,374.24
Verizon Wireless	102	5202.102	Telephone	9979475591	12/04/24	277.45	77623	397.48
Verizon Wireless	104	5202.104	Telephone	9979475591	12/04/24	80.02		
Verizon Wireless	106	5202.106	Telephone	9979475592	12/04/24	40.01		
Walmart	103	5242.103	Restitution	12/3/24 Restitut	12/03/24	199.95	32985	199.95
Water District No 1 of Johnson County	106	5287.106	Water	7177 11/20/24	12/04/24	67.24	77624	67.24
Redacted	101	5282.101	Property Tax Rebate Program	11/22/24 Assista	12/04/24	627.27	77625	627.27
Wholesale Batteries, Inc.	106	5260.106	Vehicle Maintenance	511928	12/04/24	106.46	77626	106.46
Evergy	101	5269.101	Electric Vehicle Charging Program	12/5/24 EFT	12/09/24	1,936.51	EFT	
Evergy	106	5290.106	Street Light Electric	12/5/24 EFT	12/09/24	1,689.59	EFT	
Johnson County Financial Management &	101	4795.101	Miscellaneous	1010539	12/02/24	1.00	EFT	
KPERS	101	2040.101	KPERS Accrued Employee	12/2/24 EFT	12/02/24	3,098.30	EFT	
KPERS	101	2040.101	KPERS Accrued Employee	12/2/24 EFT	12/02/24	5,164.86	EFT	
KPERS	101	2040.101	KPERS Accrued Employee	12/9/24 EFT	12/09/24	3,163.69	EFT	
KPERS	101	2040.101	KPERS Accrued Employee	12/9/24 EFT	12/09/24	5,276.40	EFT	
KPERS	101	2050.101	Insurance Withholding Payable	12/9/24 EFT	12/09/24	152.71	EFT	
KPERS	107	5131.107	KP&F City Contribution	12/2/24 EFT	12/02/24	38.34	EFT	
KP&F	101	2045.101	KP&F Employee Withholding Payable	12/2/24 EFT	12/02/24	2,953.25	EFT	
KP&F	101	2045.101	KP&F Employee Withholding Payable	12/2/24 EFT	12/02/24	9,541.24	EFT	
KP&F	101	2045.101	KP&F Employee Withholding Payable	12/9/24 EFT	12/09/24	2,954.21	EFT	
KP&F	101	2045.101	KP&F Employee Withholding Payable	12/9/24 EFT	12/09/24	9,544.35	EFT	
KP&F	101	2050.101	Insurance Withholding Payable	12/9/24 EFT	12/09/24	6.44	EFT	
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 12/5/24	12/05/24	1,883.31	EFT	
						202,822.58		

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
December 2, 2024, 6:00 P.M.**

- | | | |
|--|---|---|
| <ul style="list-style-type: none">• Michael Poppa, Mayor• Benjamin Dickens, Council Member• Jan Faidley, Council Member• Emily Hage, Council Member• Jennifer Hill, Council Member | <ul style="list-style-type: none">• Matthew Lero, Council Member• Tom Madigan, Council Member• Kate Raglow, Council Member• Jeffrey Stocks, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. City Admin.• Kelley Nielsen, City Clerk• John Morris, Police Chief• Donnie Scharff, Public Works Director |
|--|---|---|

Admin Lero Faidley	Finance Stocks Dickens	Safety Hage Hill	Public Works Raglow Madigan
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(Roeland Park Council Meeting Called to Order at 6:01 p.m.)

Pledge of Allegiance

Mayor Poppa called the meeting to order and led everyone in the Pledge of Allegiance.

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present with CMBRS Raglow and Stocks appearing virtually. Staff present were City Administrator Moody, City Attorney Mauer, Finance Director/Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, Deputy Police Chief Honas, and City Clerk Nielsen.

Modification of Agenda

Due to CMBR Raglow appearing virtually, Mayor Poppa recommended moving the Workshop item to New Business as Item D and approval of the Workshop Minutes to the December 16th meeting. All Governing Body members agreed with the modification.

I. Public Comments

There were no public comments.

Public Works Employee Recognition

Public Works Director Scharff recognized John Henley for completion of a two-year program through the American Public Works Association (APWA).

Tim Ross, a Leader of the Year (2023) with APWA was on hand to present a certificate and plaque to Mr. Henley. Mr. Ross thanked Public Works Director Scharff and the Governing Body for supporting the program.

(Applause and photographs were taken.)

Mayor Poppa offered his congratulations to Mr. Henley. City Manager Moody also thanked Mr. Henley for going through the program and Mr. Scharff for encouraging and supporting his staff to go through the program. Mr. Scharff said that they currently have three more employees enrolled in the program. City Manager Moody agreed it is a great program and that they support their staff in continuing education.

II. Consent Agenda

- A. Appropriations Ordinance #1056**
- B. City Council Meeting Minutes November 18, 2024**
- C. Adopt Policy Extending Resident Rate to Students and Teachers at Roeland Park Schools**

MOTION: CMBR HILL MOVED AND CMBR HAGE SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (THE MOTION CARRIED 8-0.)

III. Business from the Floor - Proclamations/Applications/Presentations

A. Review 2025 Legislative Platform

Stuart Little and Mallory Lutz with Little Government Relations reviewed the last legislative session and what they can look forward to in 2025. The main emphasis will be on tax reductions, but the Governor opposes more reductions until they see the impact of the 2024 tax policies. Discussions are expected on local government issues and local control concerns that include property tax relief, methods of appraisal, zoning, permitting, and building codes.

Mr. Little also reviewed the impacts of the recent elections with Republicans holding a supermajority in both the House and Senate. Upcoming are the leadership elections and committee assignments.

CMBR Faidley asked how much they can rely on the home rule defense to mitigate possible damaging legislation that could come through. Mr. Little said the City Attorney would have the capacity to speak on that. He said that what is produced by the legislature will be clear as to what would be conceived of as local control.

Ms. Lutz said that when they have the leadership elections and committee selections, if someone chosen for that leadership position has served in a local capacity that can make all the difference.

Mayor Poppa moved the discussion to Roeland Park's legislative platform. He said they want to make sure their policy aligns with the county.

CMBR Faidley noticed they are only referencing the county document and asked if there is any advantage to include in Roeland Park's own document such as quality childcare, unsecured firearms, FIFA, and climate action plan for example.

Mayor Poppa said the Johnson County platform would be attached to their document and it would be duplicative if they restate it into their document.

CMBR Faidley said that their legislative priorities are included in the county document as well and asked if this is clear enough for those who will be using it. Ms. Lutz said they prefer to err on the side

of being broader, so they are not hamstrung by being too specific. She said it is a good guiding document to be used in justifying more specific things.

Mayor Poppa said the document is to allow staff to respond quickly when an item arises as there sometimes is not much time to provide an answer by calling a meeting from the Governing Body.

This item will be placed on New Business at the January 6th meeting.

IV. Mayor's Report

No report was made.

V. Reports of City Liaisons and Committees

A. MARC Bike & Pedestrian

CMBR Faidley's report is attached to the agenda packet. She added that the presentation on the 2025 World Cup was extremely interesting, and the committee hopes that some permanent bicycle and pedestrian amenities will be added. The committee and MARC are looking at what projects have been identified that can be built out in the next construction phase and will be on their agenda.

CMBR Faidley said the Decarbonization report is out and encouraged everyone to look at it as it has some good data.

CMBR Hage asked if it would be accurate to say that meaningful improvements to the public transportation system is required prior to the World Cup coming to Kansas City, and how that will be prioritized. CMBR Faidley said they need to improve pedestrian access or other multi-modal means. A lot of people will be in various places in the city and metro areas, and they will not be in cars. This is an opportunity to look at the projects they have planned. CMBR Hage said this is also a good opportunity to enhance what is lacking in their system.

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VI. Ordinances and Resolutions

A. Ordinance 1068 - Authorizing Condemnation for El Monte to Delmar Sidewalk Project

City Manager Moody stated the ordinance is a requirement and gives authority to the City Attorney to begin filing the condemnation case for the six properties associated with the sidewalk extension project.

MOTION: CMBR LERO MOVED AND CMBR DICKENS SECONDED TO APPROVE ORDINANCE 1068 AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH LEGAL ACTION TO SECURE RIGHT OF WAY, PERMANENT SIDEWALK/UTILITY EASEMENTS AS WELL AS TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR CONSTRUCTING AND MAINTAINING SIDEWALK AND STORM DRAINAGE IMPROVEMENTS (FOR PUBLIC PURPOSE) BETWEEN EL MONTE AND DELMAR STREETS. (THE MOTION CARRIED 8-0.)

VI. Unfinished Business

There was no Unfinished Business presented.

VII. New Business

A. Reappoint Ad-Hoc Historical Committee

MOTION: CMBR MADIGAN MOVED AND CMBR HAGE SECONDED TO APPROVE THE REAPPOINTMENTS OF JEN HILL, TOM MADIGAN, JIM GREBE, IAN TOMPKINS, LIZ VOGEL, AND MATTHEW BAUER TO THE AD-HOC HISTORICAL COMMITTEE. (THE MOTION CARRIED 8-0.)

B. Reappoint Judge, City Attorney, and City Engineer

MOTION: CMBR DICKENS MOVED AND CMBR HAGE SECONDED TO APPROVE THE REAPPOINTMENTS OF STEVE MAUER AND THE MAUER LAW FIRM AS CITY ATTORNEYS; DAN MILLER AND LAMP RYNEARSON AS CITY ENGINEERS; KAREN TORLINE AS MUNICIPAL JUDGE AND FRANK GILMAN AS CITY PROSECUTOR THROUGH 12/31/2025, WITH THE MUNICIPAL JUDGE AND CITY PROSECUTOR RECEIVING A 5 PERCENT RATE INCREASE. (THE MOTION CARRIED 8-0.)

C. 2025 CARS Agreement for Mission Road Project

MOTION: CMBR HILL MOVED AND CMBR LERO SECONDED TO APPROVE THE CARS AGREEMENT FOR THE MISSION ROAD PROJECT FROM 47th STREET TO 53rd STREET. (THE MOTION CARRIED 8-0.)

D. Discuss Changing Council Meeting Date in August and November When There is a Municipal Election.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE MOVING THE FIRST CITY COUNCIL MEETING OF AUGUST AND NOVEMBER IN YEARS WHEN THERE IS A MUNICIPAL ELECTION TO THE SECOND MONDAY OF THE MONTH. (THE MOTION CARRIED 8-0.)

VIII. Reports of City Officials

City Clerk Nielsen said the Holiday Tree Lighting will be held on Wednesday, December 4th. The City Staff Holiday Party will be held Friday, December 6th at 6 p.m.

City Manager Moody said the Governing Body is invited to the staff party and there will be a white elephant gift exchange.

Mr. Moody noted that the leaf collection was moving slower than anticipated due to an oil leak on the leaf vac truck. Also, the snow slowed them down as crews had to clear the snow. The vac truck has been repaired and appears to be running well.

Public Works Director Scharff said they expect to finish collection on the west side of the city tomorrow and will begin east side collection mid-morning. There have been some hiccups, but they are getting the job done.

Ms. Jones-Lacy said they had their first tree application turned in today.

This was Police Chief Morris' last in-person Council meeting before his retirement. Mayor Poppa said they appreciate him and there was discussion of the upcoming retirement party.

Adjourn:

MOTION: CMBR MADIGAN MOVED AND CMBR LERO SECONDED TO ADJOURN. (THE MOTION CARRIED 8-0.)

(Roeland Park City Council Meeting Adjourned at 6:43 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: XI. New
Business



City of Roeland Park
Action Item Summary

Submitted By:

Keith Moody

Committee/Department: Administration

Title: Approve Maximum Price for Phase 2 Community Center Renovations

Item Type: Action Item

Recommendation:

Staff recommends approval of Change Order #1 to the Construction Manager at Risk Agreement with Universal Construction which establishes the Maximum Price for Phase 2 Renovations at the Community Center.

Details:

Universal Construction (our Construction Manager at Risk - CMAR) has secured competitive pricing for Phase 2 improvements at the Community Center. A description of phase 2 elements is included in the attached change order and reflected in the attached design plans previously approved by Council.

Total funds budgeted for Phase 2 are \$1,625,000. That amount is to cover design, bid, and project administration services (from SFS) as well as construction (provided by Universal). The Maximum Price for construction established by change order #1 is \$1,411,075. In addition our architectural service fees are \$125k (total estimated project cost is \$1,536,075). Note the construction cost includes a \$25,000 Force Account (allowance for contingencies) as well as alternates requested (we will make a final decision on what if any exterior doors will be replaced before 1/1/25). The total is under the budget established for this project.

Construction is scheduled to commence at the first of the year. The project will progress in two phases (A and B). The change order establishes unique completion dates per phase and Universal will be subject to liquidated damages if work is not complete on time in either phase.

Fiscal Impact	
Amount of Request: \$1,411,075	
Budgeted item? Yes	Budgeted Amount: \$1,625,000
Line Item Code/Description: 5476-300 Community Center Improvements	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. Change Order #1- Setting Maximum Price 12-13-24
2. Universal CMAR Agreement for Phase 2 Community Center Renovations- Executed 6-3-24
3. Phase II Renovations- DD Plans 10-18-24



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 Roeland Park Community Center
 Improvements - Phase II
 Roeland Park, Kansas

CONTRACT INFORMATION:
 Contract For: Construction Manager at
 Risk
 Date: June 3, 2024

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: December 16, 2024

OWNER: *(Name and address)*
 City of Roeland Park, Kansas

ARCHITECT: *(Name and address)*
 SFS Architecture, Inc.

CONTRACTOR: *(Name and address)*
 Universal Construction Company, Inc., a
 Missouri corporation
 2320 NE Independence Ave, Lee's
 Summit, MO 64064

4600 West 51st Street, Roeland Park, KS
 66205

2100 Central Street, Suite 31, Kansas City,
 MO 64108

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Roeland Park Community Center Phase II Improvements according to GMP Exhibits A.1, B, C, D, E, F, G, H.

The original Contract Sum was	\$	20,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	20,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,391,075.00
The new Contract Sum including this Change Order will be	\$	1,411,075.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be Phase A: 4/11/2025; Phase B: 6/18/2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SFS Architecture, Inc.

Universal Construction Company, Inc., a
 Missouri corporation

City of Roeland Park, Kansas

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Dana Gould, AIA, Principal
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

Keith Moody, City Administrator
PRINTED NAME AND TITLE

December 12, 2024

DATE

DATE

DATE

Roeland Park Community Center - Phase II
GMP 1 - Exhibit A.1 Schedule of Values

Description	Value
General Requirements	\$47,215.00
010 Abatement	\$8,505.00
024 Demolition	\$60,390.00
033 Concrete	\$18,809.09
042 Masonry	\$39,000.00
061 Casework Install	\$25,375.59
064 Casework - Materials	\$66,883.00
080 - Door & Frame Install	\$12,498.48
081 Door/Frames/Hardware - Materials	\$28,840.00
084 Aluminum Windows	\$53,715.00
092 Stud Framing & Drywall	\$109,282.00
093 Ceramic Tile	\$15,640.00
095 Acoustical Ceilings	\$24,240.00
096 Floor Coverings	\$67,050.00
097 Resinous Flooring	\$0.00
099 Paint & Wallcovering	\$22,800.00
100 - Specialty Install	\$8,486.24
102 Specialties - Material	\$4,773.11
122 Window Treatments	\$8,550.00
220 Plumbing	\$57,897.00
230 HVAC	\$143,800.00
231 HVAC - Material	\$13,622.00
260 Electrical	\$130,867.40
261 Light Fixture - Material	\$59,765.00
329 Landscaping	\$15,260.00
CM Services	\$230,000.00
Contingency	\$25,465.28
Insurance	\$6,707.94
Bonds	\$13,054.37
Permits	\$0.00
Fee	\$39,554.74
Owner Directed Force Account	\$25,000.00
Accepted Alternates	\$28,028.39

	Total GMP \$1,411,075

Roeland Park Community Center - Phase II
GMP 1 - EXHIBIT B: CLARIFICATIONS AND EXCLUSIONS

These Clarifications form the basis of our understanding of the Project scope to provide a complete and functioning facility. These assumptions and clarifications are provided to allow the entire team to understand the complete scope of the Project and what scope is included in the GMP.

Clarifications

1.	General	GMP for Roeland Park Community Center - Phase II per the Plans and Specifications, less the following clarifications
2.	General	We have included Allowances as indicated on Exhibit D. If the final cost of the work covered by an Allowance comes in higher than the Allowance amount listed, the GMP shall be increased to cover the additional cost. If the cost of the work covered by an Allowance comes in less than the Allowance amount listed, the Owner can either convert the savings into an Owner controlled contingency or deduct the value from the GMP. Note that Allowances are within the line items of Universal Construction's GMP Schedule of Values as indicated on the Exhibit D.
3.	General	We have included a cost for a Performance and Payment Bond & Insurance. No cost included for Permits per City directive.
4.	General	Our GMP is based on work completing the work per the Construction Duration as indicated in Exhibit F. (Note we will protect the building from rain/snow, but the building may not be insulated at the roof deck during the roof replacement work.)
5.	General	The GMP is based on the Plans and Specification sheets listed in Exhibit G & Exhibit H.
6.	General	GMP is based upon being able to complete work between 6 AM and 4:30 PM. If Owner requires work to be completed on off hours, the Contractor shall be entitled to premium time for that work.
7.	General	Alternate 1A-1E are included as an allowance at this time, but only to be used as directed by the Owner during the construction project. UCC will confirm lead time of this material with the awarded contractor for team use post GMP approval so that Owner understands the cut off date for accepting/directing these alterantes.
8.	Division 2	We have not included any Lead Paint Abatement in the GMP.
9.	Division 8	Exterior Door hardware for EX101-EX105 is in GMP, Door replacement is in Alterantes.
10.	Division 9	Plaster Patch material is standard manufacturer color.
11.	Division 9	GMP exlcude Fry Reglet DMCT-1250 from section 092116 D 2 b 1 - Did not see this used on drawings.
12.	Division 9	Slab moisture testing is included. Slab moisture mitigation (if required) is not included.
13.	Division 10	We included 24 Stainless Steel Corner guards to be placed as directed by Owner/Architect.
14.	Division 27	Rough-in for Low voltage is included. Low voltage and data wiring is by Owner.

Roeland Park Community Center - Phase II
GMP 1 Exhibit C: Alternates

The following list of Alternates have been accepted by the Owner and are included in the Guaranteed Maximum Price

#	Description	Value
	Alternate #1A - Replace door EX101.	\$4,522
	Alternate #1B - Replace door EX102.	\$2,231
	Alternate #1C - Replace door EX103.	\$5,426
	Alternate #1D - Replace door EX104.	\$5,426
	Alternate #1E - Replace door EX105.	\$5,426
	Alternate #2 - Resinous Flr @ Kitchen	-\$664
	CM Alt A - Surface mount conduit @ plaster	-\$14,169
	CM Alt B - Include Allowance for 3750 SF of Tile abatement	\$19,830

Roeland Park Community Center - Phase II
GMP 1 EXHIBIT D: LIST OF ALLOWANCES

We are carrying the following Owner Allowances in the GMP

#	Description	
1	We have included an allowance for CM buyout/contract contingency. This is not for unforeseen conditions or for Owner/Architect Changes. If funds are needed for those types of changes, they would need to be added as a separate line item.	\$25,465
2	We have included Alternates 1A-1E as an allowance. See Exhibit B for clarification to this item.	\$23,032

Roeland Park Community Center - Phase II

GMP 1 Exhibit E: Unit Rates

Name / Description	Rate	Unit
PROJECT EXECUTIVE	\$143.63	hr
PRECONSTRUCTION MANAGER	\$112.76	hr
SR. ESTIMATOR	\$99.02	hr
SR. PROJECT MANAGER	\$117.21	hr
PROJECT MANAGER	\$103.57	hr
SR. PROJECT ENGINEER	\$87.09	hr
PROJECT ENGINEER	\$80.37	hr
PROJECT ASSISTANT	\$69.40	hr
SUPERINTENDENT	\$105.43	hr
SAFETY MANAGER	\$99.02	hr
CARPENTER FORMAN	\$96.47	hr
CARPENTER	\$93.02	hr
LABORER FOREMAN	\$80.54	hr
LABORER	\$78.14	hr
Vehicles	\$5.83	hr per MH

Rates above are UCC Rates only and not reflective of our Subcontractor Rates

*Overtime Rate on Non-Exempt Employees is equal to 1.5 times Rate above

*Double Time Rate on Non-Exempt Employees is equal to 2 times Rate above

Roeland Park Community Center - Phase II
GMP 1 Exhibit F: Construction Milestone Schedule

Description	Start Date	Finish Date
City Approval		12/17/2024
Award Trades / Mobilize	12/18/2024	1/1/2025
Phase A Abatement	1/6/2025	1/20/2025
Phase A Construction	1/20/2025	4/11/2025
Owner Move-in	4/12/2025	4/19/2025
Phase B Abatement	4/21/2025	4/27/2025
Phase B Construction	4/28/2025	6/18/2025
Owner Move-in	6/19/2025	6/26/2025
Exterior Improvements	3/1/2025	4/9/2025

Roeland Park Community Center - Phase II
GMP 1 Exhibit G: Drawings

Drawing No.	Drawing Title	Drawing Date	Set Name
G000	COVER SHEET	10/17/24	Remaining Bid Set
G002	CODE PLAN	10/17/24	Remaining Bid Set
G003	CODE SUMMARY AND PARTITION TYPES	11/13/24	ADD #1
G005	PROJECT SYMBOLS AND TYP. MOUNTING HEIGHTS	10/17/24	Remaining Bid Set
G100	OVERALL MAIN LEVEL FLOOR PLAN	10/17/24	Remaining Bid Set
AD112	MAIN LEVEL DEMOLITION FLOOR PLAN - AREA A	10/17/24	Remaining Bid Set
AD114	MAIN LEVEL DEMOLITION FLOOR PLAN - AREA C	11/13/24	ADD #1
A111	MAIN LEVEL FLOOR PLAN - AREA A	12/02/24	ADD #2
A112	MAIN LEVEL FLOOR PLAN - AREA B	12/02/24	ADD #2
A113	MAIN LEVEL FLOOR PLAN - AREA C	12/02/24	ADD #2
A121	ENLARGED PLANS AND DETAILS	10/17/24	Remaining Bid Set
A131	REFLECTED CEILING PLANS - MAIN LEVEL	10/17/24	Remaining Bid Set
A131A	REFLECTED CEILING PLANS - MAIN LEVEL	11/04/22	Remaining Bid Set
A211	EXTERIOR DETAILS	10/17/24	Remaining Bid Set
A531	CEILING AND DOOR DETAILS	10/17/24	Remaining Bid Set
A601	DOOR TYPES AND SCHEDULES	10/17/24	Remaining Bid Set
ID111	MAIN LEVEL FINISH PLAN	11/13/24	ADD #1
ID211	INTERIOR ELEVATIONS	10/17/24	Remaining Bid Set
ID212	INTERIOR CASEWORK DETAILS	11/13/24	ADD #1
ID311	FINISH LEGEND AND SCHEDULE	12/02/24	ADD #2
ID441	INTERIOR CASEWORK DETAILS	10/17/24	Remaining Bid Set
ID442	INTERIOR CASEWORK DETAILS	10/17/24	Remaining Bid Set
ME0.0	COVER SHEET	10/17/24	Remaining Bid Set
P0.1	DEMO PLAN - PLUMBING AREA A	10/17/24	Remaining Bid Set
P0.2	DEMO PLAN - PLUMBING AREA C	10/17/24	Remaining Bid Set
P1.1	FLOOR PLAN - PLUMBING AREA A	10/17/24	Remaining Bid Set
P1.2	FLOOR PLAN - PLUMBING AREA C	10/17/24	Remaining Bid Set
P2.1	PLUMBING SCHEDULES & DETAILS	10/17/24	Remaining Bid Set
M0.1	DEMO PLAN - MECHANICAL AREA A	11/13/24	ADD #1
M0.2	DEMO PLAN - MECHANICAL AREA B	11/13/24	ADD #1
M0.3	DEMO PLAN - MECHANICAL AREA C	11/13/24	ADD #1
M1.1	FLOOR PLAN - MECHANICAL AREA A	10/17/24	Remaining Bid Set
M1.2	FLOOR PLAN - MECHANICAL AREA B	10/17/24	Remaining Bid Set
M1.3	FLOOR PLAN - MECHANICAL AREA C	10/17/24	Remaining Bid Set
M2.1	MECHANICAL SCHEDULES	10/17/24	Remaining Bid Set
M3.1	MECHANICAL DETAILS	12/02/24	ADD #2
E0.1	DEMO PLAN - ELECTRICAL AREA A	10/17/24	Remaining Bid Set
E0.2	DEMO PLAN - ELECTRICAL AREA B	10/17/24	Remaining Bid Set
E0.3	DEMO PLAN - ELECTRICAL AREA C	10/17/24	Remaining Bid Set
E1.1	FLOOR PLAN - LIGHTING AREA A	10/17/24	Remaining Bid Set
E1.2	FLOOR PLAN - LIGHTING AREA C	10/17/24	Remaining Bid Set
E2.1	FLOOR PLAN - POWER AREA A	11/13/24	ADD #1
E2.2	FLOOR PLAN - POWER AREA B	11/13/24	ADD #1
E2.3	FLOOR PLAN - POWER AREA C	12/02/24	ADD #2

Roeland Park Community Center - Phase II
GMP 1 Exhibit G: Drawings

Drawing No.	Drawing Title	Drawing Date	Set Name
G000	COVER SHEET	10/17/24	Remaining Bid Set
E3.1	ELECTRICAL - SCHEDULES	10/17/24	Remaining Bid Set
E4.1	ELECTRICAL - DETAILS	10/17/24	Remaining Bid Set
L100	IRRIGATION LIMITS PLAN	10/17/24	Remaining Bid Set
L200	LANDSCAPE PLAN	10/17/24	Remaining Bid Set

Roeland Park Community Center - Phase II
GMP 1 Exhibit H: Specifications

Specification Section and Description		Revision	Issued Date	Set
00 0000	Cover Sheet	2	10/17/24	Remaining Bid Set
00 0001	CM Manual Cover Sheet	1	11/03/24	Remaining Bid Set
00 0110	Table of Contents	2	11/13/24	ADD #1
00 1100	INVITATION TO BID	1	11/03/24	Remaining Bid Set
00 2100	INSTRUCTION TO BIDDERS	1	11/03/24	Remaining Bid Set
00 2101	PRE BID RFI FORM	1	11/03/24	Remaining Bid Set
00 2400	INDEX TO SCOPES OF WORK	1	11/03/24	Remaining Bid Set
00 2400.001	GENERAL SCOPE OF WORK - ALL TRADES	1	11/03/24	Remaining Bid Set
00 2400.001a	Existing Roof Warranty	0	11/03/24	Remaining Bid Set
00 2400.010	SOW - 010 - Abatement	0	11/03/24	Remaining Bid Set
00 2400.042	SOW 042 - Masonry & Tuckpointing	0	11/03/24	Remaining Bid Set
00 2400.064	SOW - Casework - Material Only	1	11/13/24	ADD #1
00 2400.081	SOW-081 - HM FRAMES, DOORS AND HARDWARE - MATERIAL	2	11/03/24	Remaining Bid Set
00 2400.084	SOW 084 - Glass & Glazing	1	11/13/24	ADD #1
00 2400.092	SOW 092 - Drywall	1	11/13/24	ADD #1
00 2400.093	SOW 093 - Ceramic Tile	0	11/03/24	Remaining Bid Set
00 2400.095	SOW-095 - Acoustical Ceilings	0	11/03/24	Remaining Bid Set
00 2400.096	SOW-096 - Flooring	0	11/03/24	Remaining Bid Set
00 2400.097	SOW-097 - Resinous Flooring	0	11/03/24	Remaining Bid Set
00 2400.099	SOW - 099 - Painting & Wallcovering	1	11/13/24	ADD #1
00 2400.102	SOW - 102 - Specialties (Material)	1	11/13/24	ADD #1
00 2400.122	SOW - 122 - Window Treatment	0	11/03/24	Remaining Bid Set
00 2400.220	SOW-220 - Plumbing	0	11/03/24	Remaining Bid Set
00 2400.230	SOW-230 - HVAC	1	11/13/24	ADD #1
00 2400.231	SOW 231 - HVAC EQUIPMENT - MATERIAL ONLY	2	11/03/24	Remaining Bid Set
00 2400.260	SOW-260 - Electrical	0	11/03/24	Remaining Bid Set
00 2400.261	SOW-261 - LIGHT FIXTURES - MATERIAL ONLY	2	11/03/24	Remaining Bid Set
00 2400.329	SOW-329 - Landscaping	0	11/03/24	Remaining Bid Set
00 2400.UCC	SOW - UCC Self Perform	0	11/03/24	Remaining Bid Set
00 3800	PRELIMINARY MILESTONE SCHEDULE	0	09/26/24	Material Procurement Set
00 4100	Bid Form	1	11/03/24	Remaining Bid Set
00 4313	BID SECURITY FORM	1	11/03/24	Remaining Bid Set
00 4513	BIDDERS QUALIFICATIONS	1	11/03/24	Remaining Bid Set
00 5000	CONTRACT AGREEMENT AND GENERAL CONDITIONS	1	11/03/24	Remaining Bid Set
00 5000.A	SAMPLE PO (FOR REFERENCE)	0	09/26/24	Material Procurement Set
00 6113	PERFORMANCE AND PAYMENT BONDS	1	11/03/24	Remaining Bid Set
00 6273	APPLICATION FOR PAYMENT	1	11/03/24	Remaining Bid Set
00 6275	PARTIAL LIEN WAIVER	1	11/03/24	Remaining Bid Set
00 6276	BAILMENT RECEIPT	1	11/03/24	Remaining Bid Set
00 6277	BILL OF SALE	1	11/03/24	Remaining Bid Set
00 8000	Prebid Minutes	0	11/13/24	ADD #1
00 9901	ADD #1 Narrative	0	11/13/24	ADD #1
00 9902	ADD #2 - Narrative	0	12/02/24	ADD #2
01 1000	Summary	1	10/17/24	Remaining Bid Set
01 2000	PRICE AND PAYMENT PROCEDURES	1	10/17/24	Remaining Bid Set
01 2300	Alternates	2	12/02/24	ADD #2
01 2500	Substitution Procedures	1	10/17/24	Remaining Bid Set
01 3000	Administrative Requirements	1	10/17/24	Remaining Bid Set
01 4000	Quality Requirements	1	10/17/24	Remaining Bid Set
01 4216	Definitions	1	10/17/24	Remaining Bid Set

Roeland Park Community Center - Phase II
GMP 1 Exhibit H: Specifications

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00 0000	Cover Sheet	2	10/17/24	Remaining Bid Set
01 5000	Temporary Facilities and Controls	1	10/17/24	Remaining Bid Set
01 6000	Product Requirements	1	10/17/24	Remaining Bid Set
01 7000	Execution and Closeout Requirements	1	10/17/24	Remaining Bid Set
01 7800	CLOSEOUT SUBMITTALS	1	10/17/24	Remaining Bid Set
02 0000	Abestos, Lead Based Paint and Hazardous Material Survey	0	11/03/24	Remaining Bid Set
02 4100	Demolition	1	10/17/24	Remaining Bid Set
04 0342	HISTORIC STONE MASONRY REPAIR	1	10/17/24	Remaining Bid Set
06 1000	Rough Carpentry	1	10/17/24	Remaining Bid Set
06 2000	Finish Carpentry	1	10/17/24	Remaining Bid Set
06 4100	Architectural Wood Casework	2	12/02/24	ADD #2
07 8400	Firestopping	1	10/17/24	Remaining Bid Set
07 9200	Joint Sealants	1	10/17/24	Remaining Bid Set
08 1113	Hollow Metal Doors and Frames	1	10/17/24	Remaining Bid Set
08 1416	Flush Wood Doors	1	10/17/24	Remaining Bid Set
08 4313	Aluminum-Framed Storefronts	1	10/17/24	Remaining Bid Set
08 7100	Door Hardware	1	10/17/24	Remaining Bid Set
08 8000	Glazing	0	10/17/24	Remaining Bid Set
08 8300	Mirrors	1	10/17/24	Remaining Bid Set
09 0561	Common Work Results for Flooring Preparation	1	10/17/24	Remaining Bid Set
09 2116	Gypsum Board Assemblies	2	11/13/24	ADD #1
09 2216	Non-Structural Metal Framing	1	10/17/24	Remaining Bid Set
09 3000	Tiling	1	10/17/24	Remaining Bid Set
09 5100	Acoustical Ceilings	1	10/17/24	Remaining Bid Set
09 6513	Resilient Flooring Accessories	1	10/17/24	Remaining Bid Set
09 6519	Resilient Tile Flooring	1	10/17/24	Remaining Bid Set
09 6813	Tile Carpeting	1	10/17/24	Remaining Bid Set
09 7200	Wall Coverings	1	10/17/24	Remaining Bid Set
09 9113	Exterior Painting	1	10/17/24	Remaining Bid Set
09 9123	INTERIOR PAINTING	1	10/17/24	Remaining Bid Set
10 1100	Visual Display Units	0	11/13/24	ADD #1
10 1400	Signage	0	11/13/24	ADD #1
10 2113	Toilet Compartments	1	10/17/24	Remaining Bid Set
10 2600	Wall and Door Protection	1	10/17/24	Remaining Bid Set
10 2800	Toilet, Bath, and Laundry Accessories	1	10/17/24	Remaining Bid Set
10 4400	Fire Protection Specialties	1	10/17/24	Remaining Bid Set
10 1000	Visual Display Boards	0	10/17/24	Remaining Bid Set
12 2400	Window Shades	1	10/17/24	Remaining Bid Set
12 3600	Countertops	1	10/17/24	Remaining Bid Set
22 0000	Plumbing TOC	0	10/17/24	Remaining Bid Set
22 0010	Plumbing Provisions	0	10/17/24	Remaining Bid Set
22 0011	Plumbing Materials and Methods	0	10/17/24	Remaining Bid Set
22 0013	Plumbing project coordination	0	10/17/24	Remaining Bid Set
22 4000	Plumbing Fixtures	0	10/17/24	Remaining Bid Set
22 0505	Selective Demolition for Plumbing	0	10/17/24	Remaining Bid Set
22 0523	General-Duty Valves for Plumbing Piping	0	10/17/24	Remaining Bid Set
22 0700	Plumbing Insulation	0	10/17/24	Remaining Bid Set
22 1000	Plumbing Piping	0	10/17/24	Remaining Bid Set
22 1119	Domestic Water Piping Specialties	0	10/17/24	Remaining Bid Set
22 1319	Sanitary Waste Piping Specialties	0	10/17/24	Remaining Bid Set

Roeland Park Community Center - Phase II
GMP 1 Exhibit H: Specifications

Specification Section and Description		Revision	Issued Date	Set
00 0000	Cover Sheet	2	10/17/24	Remaining Bid Set
23 0000	HVAC TOC	0	10/17/24	Remaining Bid Set
23 0010	HVAC Provisions	0	10/17/24	Remaining Bid Set
23 0011	HVAC Materials and Methods	0	10/17/24	Remaining Bid Set
23 0013	HVAC Coordination	0	10/17/24	Remaining Bid Set
23 0514	Motor control and equipment disconnects	0	10/17/24	Remaining Bid Set
23 8127	Split system furnaces, evaporators & condensing units	0	10/17/24	Remaining Bid Set
23 0505	Selective Demolition for Heating, Ventilating, and Air Conditioning	0	10/17/24	Remaining Bid Set
23 0513	Common Motor Requirements for HVAC Equipment	0	10/17/24	Remaining Bid Set
23 0523	General-Duty Valves for HVAC Piping	0	10/17/24	Remaining Bid Set
23 0548	Vibration and Seismic Controls for HVAC	0	10/17/24	Remaining Bid Set
23 0553	Identification for HVAC Piping and Equipment	0	10/17/24	Remaining Bid Set
23 0593	Testing, Adjusting, and Balancing for HVAC	0	10/17/24	Remaining Bid Set
23 0713	Duct Insulation	0	10/17/24	Remaining Bid Set
23 0719	HVAC Piping Insulation	0	10/17/24	Remaining Bid Set
23 0913	Instrumentation and Control Devices for HVAC	0	10/17/24	Remaining Bid Set
23 2000	HVAC Piping and Pumps	0	10/17/24	Remaining Bid Set
23 3113	Metal Ducts	0	10/17/24	Remaining Bid Set
23 3300	Air Duct Accessories	0	10/17/24	Remaining Bid Set
23 3400	HVAC Fans	0	10/17/24	Remaining Bid Set
23 3713	Diffusers, Registers, and Grilles	0	10/17/24	Remaining Bid Set
23 6200	Packaged Compressor and Condenser Units	0	10/17/24	Remaining Bid Set
26 0000	Electrical TOC	0	10/17/24	Remaining Bid Set
26 0010	Electrical Provisions	0	10/17/24	Remaining Bid Set
26 0011	Electrical Materials and Methods	0	10/17/24	Remaining Bid Set
26 0013	Electrical Coordination	0	10/17/24	Remaining Bid Set
26 0505	Selective Demolition for Electrical	0	10/17/24	Remaining Bid Set
26 0519	Low-Voltage Electrical Power Conductors and Cables	0	10/17/24	Remaining Bid Set
26 0526	Grounding and Bonding for Electrical Systems	0	10/17/24	Remaining Bid Set
26 0529	Hangers and Supports for Electrical Systems	0	10/17/24	Remaining Bid Set
26 0533	Raceway and Boxes for Electrical Systems	0	10/17/24	Remaining Bid Set
26 0553	Identification for Electrical Systems	0	10/17/24	Remaining Bid Set
26 0923	Lighting Control Devices	0	10/17/24	Remaining Bid Set
26 0943	Network Lighting Controls	0	10/17/24	Remaining Bid Set
26 2416	Panelboards	0	10/17/24	Remaining Bid Set
26 2726	Wiring Devices	0	10/17/24	Remaining Bid Set
26 2813	Fuses	0	10/17/24	Remaining Bid Set
26 2816	Enclosed Switches and Circuit Breakers	0	10/17/24	Remaining Bid Set
26 2913	Enclosed Controllers	0	10/17/24	Remaining Bid Set
26 5000	Lighting	0	10/17/24	Remaining Bid Set
26 5100	Interior Lighting	0	10/17/24	Remaining Bid Set
26 5600	Exterior Lighting	0	10/17/24	Remaining Bid Set
27 0000	Communication TOC	0	10/17/24	Remaining Bid Set
27 0500	Common Work Results for Communications	0	10/17/24	Remaining Bid Set
27 0505	Selective Demolition for Communications	0	10/17/24	Remaining Bid Set
27 1100	Communications Equipment Room Fittings	0	10/17/24	Remaining Bid Set
28 0000	Electronic Security TOC	0	10/17/24	Remaining Bid Set
28 4605	Conductors/cables for electronic safety & security	0	10/17/24	Remaining Bid Set
28 4611	Fire Sensors and Detectors	0	10/17/24	Remaining Bid Set
28 4612	Other initiating devices	0	10/17/24	Remaining Bid Set

Roeland Park Community Center - Phase II
GMP 1 Exhibit H: Specifications

Specification Section and Description		Revision	Issued Date	Set
00 0000	Cover Sheet	2	10/17/24	Remaining Bid Set
28 4620	Fire Alarm System Modifications	0	10/17/24	Remaining Bid Set
28 0500	Common Work Results for Electronic Safety and Security	0	10/17/24	Remaining Bid Set
28 0505	Selective Demolition for Electronic Safety and Security	0	10/17/24	Remaining Bid Set
28 4613	Hard-Wired Detention Monitoring and Control Systems	0	10/17/24	Remaining Bid Set
28 4623	Computer-Based Detention Monitoring and Control Systems	0	10/17/24	Remaining Bid Set
32 8400	Planting Irrigation	0	10/17/24	Remaining Bid Set
32 9200	Turf and Grasses	0	10/17/24	Remaining Bid Set

**CITY OF ROELAND PARK, KANSAS CONTRACT BETWEEN
CITY OF ROELAND PARK, KANSAS AND CONSTRUCTION MANAGER**

**Roeland Park Community Center
4850 Rosewood Drive, Roeland Park, KS**

City of Roeland Park, Kansas
4600 W 51st St, #200
Roeland Park, KS 66205

Construction Manager:

Universal Construction Company, Inc., a Missouri corporation
2320 NE Independence Avenue
Lee's Summit, MO 64064

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CITY OF ROELAND PARK, KANSAS

**AGREEMENT BETWEEN
CITY OF ROELAND PARK, KANSAS
AND CONSTRUCTION MANAGER**

Roeland Park Community Center Renovation – Phase II

THIS AGREEMENT is made and entered into this 3rd day of June, 2024, by and between the **City of Roeland Park, Kansas**, (the "City"), and Universal Construction Company, Inc. (the "Construction Manager").

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, this Agreement, General Conditions, Project Special Provisions, and other Contract Documents, as defined in the General Conditions, for the Work herein described, and has approved and adopted these said Contract Documents and has considered proposals for preconstruction and construction services, furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Construction Manager, in response to the Request for Proposals, has submitted to the City, in the manner and at the time specified, a Proposal in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has evaluated proposals received, and as a result of this process has, in accordance with the law, determined and declared the Construction Manager to be the best offeror for the construction of the public improvements, and has duly awarded to the Construction Manager a contract therefor upon the terms and conditions set forth in this Agreement and for the consideration named in this Agreement.

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

ARTICLE I. The Construction Manager will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **Roeland Park Community Center Renovation – Phase II**; all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which Contract Documents together with this Agreement form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall compensate and make payments to the Construction Manager: as follows:

1. For the Preconstruction Phase Services described in Section 2.1 of the General Conditions, the Construction Manager's compensation shall be calculated as follows:

- 1.1 Lump sum of Twenty Thousand Dollars (\$) payable upon execution of GMP Change Order No. 1.

Reference **Exhibit C**, attached hereto and incorporated by reference herein, Preconstruction Scope & Fee, for further clarification.

2. For the Construction Manager's performance of the Work as described in Article 2 of the General Conditions, excluding Section 2.1 of the General Conditions which is addressed above, the City shall pay the Construction Manager in current funds the amount stated in the Agreement.

- 2.1 Construction Manager's Fee shall be 3.0% of the total Cost of Work and will be included within the GMP. Construction Manager's Fee shall not be reduced on account of savings returned to the City.

- 2.2 Construction Manager's Fee of 3.0% shall apply to any increases in the GMP mutually agreed to by the Parties.

3. **Savings**. All savings shall be for the total benefit of the City.

ARTICLE III. The Construction Manager shall commence work upon the date stated in the Notice to Proceed and will complete all work covered by this Contract within the time set forth in the GMP Change Order No. 1. Time is of the essence. Accordingly, liquidated damages shall be assessed against Construction Manager, as stipulated liquidated damages and not as a penalty, in the amount of \$1,000.00, for each and every calendar day the work remains incomplete over the date set forth in the GMP amendment to the Agreement (as contemplated in section 2.2.4 of the General Conditions of the Construction Management Agreement- Exhibit B). If the City elects to accept any part of the Work as Substantially Complete in advance of the remainder of the Work, this daily rate shall be equitably adjusted by the City.

ARTICLE IV. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the **State of Kansas**.

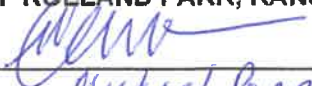
ARTICLE V. The following documents are made part of this Agreement by reference:

Exhibit A	The City's Program Requirements
Exhibit B	General Conditions
Exhibit C	Construction Manager's Preconstruction and Construction Fee Proposal
Exhibit D	Form of Affidavit of Partial Payment and Release of Claims/Affidavit of Partial Payment and Waiver of Liens and Release of Claims
Exhibit E	Form of Bill of Sale
Exhibit F	Form of Bailment Agreement
Exhibit G	Form of Affidavit of Partial Payment and Release of Claims/Affidavit of Final Payment and Waiver of Liens and Release of Claims
Exhibit H	Insurance Requirements
Exhibit I	Form of Performance Bond
Exhibit J	Form of Statutory Payment Bond

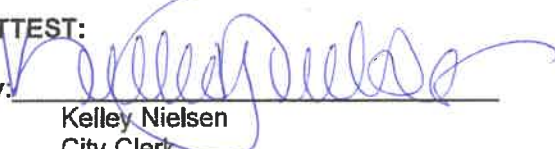
IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Construction Manager has executed _____ counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

CITY:

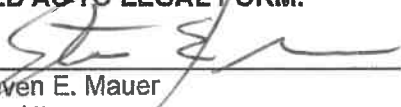
CITY OF ROELAND PARK, KANSAS

By: 
Michael Poppa
Mayor

ATTEST:

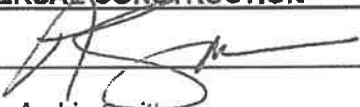
By: 
Kelley Nielsen
City Clerk

APPROVED AS TO LEGAL FORM:

By: 
Steven E. Mauer
City Attorney

CONSTRUCTION MANAGER:

UNIVERSAL CONSTRUCTION

By: 
Name: Archie Smith

Title: President

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

[Add appropriate Acknowledgment form here.]

EXHIBIT A

PROGRAM REQUIREMENTS

The project consists of the renovation of the existing building at 4850 Rosewood Drive, Roeland Park, KS 66205. The renovated facility will house: offices, conference space, work space, crew space, food service space, workout areas and support space.

The project may also create improvements to the site as required to support the building program.

EXHIBIT B

GENERAL CONDITIONS TO CONSTRUCTION MANAGER AGREEMENT

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EXHIBIT B

GENERAL CONDITIONS TO CONSTRUCTION MANAGER AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

- 1.1 Definitions.** Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words when so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 1.1.1** "Acceptance" means agreement by the City to put the Work into use, but no acceptance by the City shall, at any time, constitute approval or acceptance of Work that is not in accordance with the terms of this Agreement or the Contract Documents, unless such acceptance is specifically described in writing as applying to Work that is not in accordance with this Agreement or the Contract Documents.
- 1.1.2** "Applicable Laws" means all laws, statutes, ordinances, codes, regulations, rules, orders, and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Project or to the performance of the services or the Work.
- 1.1.3** "Application for Payment" means a written request for compensation for Work performed submitted per City-approved form.
- 1.1.4** "Approve" shall mean review by the City, which may be given solely for the benefit of the City but no approval by the City shall, at any time, constitute approval or acceptance of Work that is not in accordance with the terms of this Agreement or the Contract Documents.
- 1.1.5** "Certificate of Substantial Completion" means written certification from the Designer which establishes the date of Substantial Completion, responsibilities of the City and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and fixes the time within which the Construction Manager shall finish all items on the list accompanying the Certificate.
- 1.1.6** "Change Order" means a written order issued after the Agreement is executed by which the City, Designer, and the Construction Manager agree to construct additional items of Work, to modify the contract time, or to change the character and scope of Work shown in the Drawings and Specifications. Change Orders must be signed by the City and Construction Manager to be binding.
- 1.1.7** "Construction Contingency" means the sum established by the Construction Manager for use at the Construction Manager's discretion to cover costs which are properly reimbursed as a Cost of Work but are not the basis of a Change Order.
- 1.1.8** "Construction Documents" means documents prepared by the Designer or other design professionals working under the supervision of Designer for construction of the Work, including but not limited to the Plans and Specifications.

- 1.1.9** "Construction Phase" means the phase of the Project commencing upon completion of the Preconstruction Phase, or upon award of the first subcontract related to construction of the Project, whichever occurs first, and ending upon final completion. The parties acknowledge that the design phase and the Construction Phase may overlap.
- 1.1.10** "Consultant" or "Designer" or "Design Consultant" shall mean such persons or firms retained or employed by the City who shall be appropriately licensed and responsible for performance of professional design services in connection with the Project.
- 1.1.11** "Contract Documents" shall consist of the Agreement between the City and Construction Manager (sometimes referred to herein as the "Agreement"), including all addenda issued prior to execution of the Agreement; Design and Construction Documents as such time as they are incorporated into the Agreement; Changes to the Work effected by proper Change Orders including changes to the Work proposed by the City, or changes proposed by the Construction Manager and accepted by the City, if any; Drawings and data which may be furnished by the Construction Manager and approved by the City, if any; additional Drawings which may be furnished by the Designer necessary to make clear the intent of the Contract Documents (and in particular, the Specifications); if any; and any other documents attached to this Agreement.
- 1.1.12** "Cost of Work" means reimbursable costs, as defined in Section 6.1, necessarily incurred by the Construction Manager in the proper performance of the Work.
- 1.1.13** "Defective Work" means Work not conforming to the Contract Documents and substitutions not properly approved and authorized.
- 1.1.14** "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.15** "Final Certificate for Payment" means written certification from the Designer stating that to the best of the Designer's knowledge, information and belief, and on the basis of the Designer's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Construction Manager and noted in the Final Certificate is due and payable.
- 1.1.16** "Guaranteed Maximum Price" or "GMP" means the Guaranteed Maximum Price for the Project, as defined and subsequently established in the GMP Change Order and any subsequent Change Orders and shall include the Construction Manager's Fee outlined in Section 5.1 and the Cost of Work as defined in Article 6 and shall be the sum of the estimated cost of the Work, Construction Contingency and the Construction Manager's Fee.
- 1.1.17** "Life Cycle Costs" means the sum of all costs of the Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance and salvage/resale value.

- 1.1.18** "Normal Weather Conditions" shall mean the average of weather conditions for the month for which delay is claimed over the past five years, based on data from the closest NOAA weather recording facility.
- 1.1.19** "Preconstruction Phase" shall mean the phase during which Construction Manager shall perform Value Engineering and constructability services in working with the Designer and the City. Preliminary scheduling and cost estimate activities shall also take place during this Phase.
- 1.1.20** "Program" shall mean the City's criteria on which the design is based, of which the Project and the Work are a part. The City's Program shall be described on **Exhibit "A"** hereto.
- 1.1.21** "Project" shall mean the overall construction program of the City, which may include work by contractors other than Construction Manager.
- 1.1.22** "Schedule of Values" means a document accurately and in good faith allocating all of the budgeted Cost of the Work and Contingency among the various portions of the Work, using Construction Manager's best efforts to avoid disproportionate allocation of funds to early completing items.
- 1.1.23** "Shop Drawings" are drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- 1.1.24** "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- 1.1.25** "Subcontractor" means an individual, firm, or corporation having a direct contract with the Construction Manager or with another subcontractor for the performance or supply of any part of the Work required by the Contract Documents or the supply of any materials, services, equipment, or installation services required by the Contract Documents.
- 1.1.26** "Substantial Completion" or "Substantially Complete" means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use and a temporary certificate of occupancy and any other permits and orders necessary for occupancy have been issued by the proper governmental authority. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion date.
- 1.1.27** "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities or utilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.1.28 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Project at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality, and safety. Value Engineering is to be performed during the Preconstruction Phase as a part of the services required to reach a GMP acceptable to all parties.

1.1.29 "Warranties" means warranties obtained from the Construction Manager, Subcontractors, and all other sub-subcontractors and vendors pursuant to this Agreement covering the Work performed or materials furnished to the Project or any portion thereof by the Construction Manager.

1.1.30 "Work" means the work to be done necessary to complete the construction required of the Construction Manager by the Contract Documents, and includes all construction, labor, materials, tools, equipment, services, and transportation necessary to produce such construction to the City's full satisfaction and in accordance with the Contract Documents to fulfill the Construction Manager's obligations.

1.1.31 "Work Directive" is a written direction from the Designer issued under the terms of this Agreement, directing the Construction Manager to perform Work in the manner specified therein. Issuance of a Work Directive is an acknowledgement that the Construction Manager and the City are not in agreement as to whether the Work has been changed, or the appropriate adjustment to the Guaranteed Maximum Price or Contract Time, if any, associated with the Work Directive.

1.2 **Relationship of Parties.** The Construction Manager accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Designer in furthering the interests of the City. The Contract Documents shall not be construed to create a contractual relationship of any kind (a) between Construction Manager's Subcontractors and the City, or (b) between any persons or entities other than the City and the Construction Manager, including but not limited to the Designer and any other consultant retained by the City to prepare or review the Work, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor or supplier. It is understood that the Work shall be carried out and the Work shall be constructed fully in accordance with the Contract Documents.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the Work in accordance with the Contract Documents to the City's full satisfaction. Construction Manager shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Designer in the Designer's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Construction Manager. The Construction Manager shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Construction Manager is for the acts and omissions of persons directly employed by it. Construction Manager shall act as consultant to the City in the Preconstruction Phase and as the equivalent of a general contractor during the Construction Phase. Construction Manager shall act as the City's interest and shall manage and control construction costs so as not to exceed the GMP. If the City and Construction Manager

agree, after consultation with the Designer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case the City will issue a Notice to Proceed with the Construction Phase, and both parties will proceed concurrently.

2.1 Preconstruction Phase Services.

2.1.1 Preliminary Evaluation. The Construction Manager shall provide a preliminary evaluation of the City's Program and Project budget requirements, each in terms of the other.

2.1.2 Consultation. The Construction Manager with the Designer shall jointly schedule and attend regular meetings with the City. The Construction Manager shall consult with the City and Designer regarding site use and improvements and the selection of materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 Preliminary Project Schedule. When the Project requirements described in Section 3.1.1 have been identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Designer's review and the City's approval. The Construction Manager shall obtain the Designer's approval of the portion of the preliminary Project schedule relating to the performance of the Designers' services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the City, Designer, and Construction Manager. The preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long lead time procurement, the City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the City and Designer.

2.1.4 Phased Construction. The Construction Manager shall make recommendations to the City and Designer regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 Preliminary Cost Estimates.

2.1.5.1 When the City has sufficiently identified the Project requirements and the Designer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Designer and approval of the City, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When schematic design documents have been prepared by the Designer and approved by the City, the Construction Manager shall prepare, for the review of the Designer and approval of the City a more detailed estimate with supporting data within a reasonable time frame. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the City, Designer, and Construction Manager.

2.1.5.3 When design development documents have been prepared by the Designer and approved by the City, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Designer and approval by the City within a reasonable time frame. During the preparation of the Construction Documents the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the City, Designer, and Construction Manager.

2.1.5.4 If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the Construction Manager shall make appropriate recommendations to the City and Designer.

2.1.6 Long Lead Time Items. The Construction Manager shall recommend to the City and Designer a schedule for procurement of long lead time items which will constitute part of the Work as required, to meet the Project schedule. If such long lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items shall be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long lead items.

2.1.7 Extent of Responsibility. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the City and the City's professional consultants. Unless a portion of the Work is identified in the Construction Documents as being Design-Build, and that design responsibility for that portion is specifically delegated to Construction Manager and/or its Subcontractor(s), the City acknowledges that the Construction Manager is in no way providing professional services which constitute the practice of architecture or engineering. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with Applicable Laws. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Designer and the City in writing.

2.2 Guaranteed Maximum Price Proposal and Contract Time.

2.2.1 At a time to be mutually agreed upon by City and Construction Manager, but within thirty (30) days after the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of Work, Construction Manager's Fee, and Construction Contingency.

2.2.2 As the Drawings and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development

of the Drawings and Specifications by the Designer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of Work shall include the Construction Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.2, above and other costs which are properly reimbursable as Cost of Work but not the basis for a Change Order. The Construction Manager shall notify the City, in writing, as to the items of Work and cost thereof prior to any and each use of the contingency and shall maintain a statement of the contingency costs.

2.2.4 At the time of the GMP amendment to the Agreement, a Substantial Completion date and Final Completion date shall be agreed upon. Liquidated damages for Construction shall be as set forth in the Agreement

2.3 Basis of GMP.

2.3.1 The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

2.3.1.1 A list of the Drawings and Specifications, including all addenda thereto and the conditions of the contract, which were used in the preparation of the GMP proposal.

2.3.1.2 A list of allowances and a statement of their basis.

2.3.1.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Drawings and Specifications.

2.3.1.4 The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP.

2.3.1.5 The date of Substantial Completion upon which the proposed GMP is based on and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.3.1.6 Detailed construction schedule.

2.3.2 The Construction Manager shall meet with the City and Designer to review the GMP proposal and the written statement of its basis. In the event that the City or Designer discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, in writing, who shall make appropriate adjustments to the GMP proposal.

2.3.3 Unless the City accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the City.

- 2.3.4** Prior to the City's acceptance of the Construction Manager's GMP proposal and issuance of a notice to proceed with the Construction Phase of the Work, the Construction Manager shall not incur any costs to be reimbursed as part of the cost of the Work, except as the City may specifically authorize in writing.
- 2.3.5** Upon acceptance by the City of the GMP proposal, the GMP and its basis shall be set forth in the GMP Change Order. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.3.6** The City shall authorize and cause the Designer to revise the Drawings and Specifications to the extent necessary to reflect agreed upon assumptions and clarifications contained in the GMP Change Order. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the City, Designer, and Construction Manager. The Construction Manager shall promptly notify the Designer and the City, in writing, if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.4 Construction Phase.

- 2.4.1** General. The Construction Phase shall commence on the City's acceptance of the Construction Manager's GMP proposal and issuance of a notice to proceed.
- 2.4.2** Utility location. Prior to commencement of any Work in the Construction Phase, Construction Manager shall make all reasonable efforts to specifically locate Underground Facilities which may be affected by the Construction Work, including identification of any utilities which the Construction Manager knows or has reason to know may be affected, whether or not information about such utilities is reported through third-party notification services.
- 2.4.3** Administration. Those portions of the Work the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the City and Designer. The City will then review these bids with the Construction Manager, and Construction Manager shall identify the bids which it proposes to accept and state the reasons for its decisions. The City shall have the right, but not the obligation, to direct the Construction Manager to reject a specific bidder. If the City's action to direct the Construction Manager to reject a specific bidder causes the Cost of the Work to be increased, or causes the Contract Time to be extended, the Construction Manager shall be entitled to an increase in the GMP or Contract Time, or both. All subcontracts and purchase orders for major equipment shall contain a provision assigning the rights of Construction Manager to the City in the event of termination of this Agreement by the City.

- 2.4.3.1** Unless otherwise agreed to in writing by the City, all Work packages and material/equipment items estimated in the Cost of Work at or above specified amounts will require that the Construction Manager obtain competitive bids in writing as follows:
- a. At or above \$25,000 – at least two (2) competitive bids;
 - b. At or above \$50,000 – at least three (3) competitive bids.
- 2.4.3.2** A list of approved/prequalified bidders will be established between the City and Construction Manager prior to commencement of bidding.
- 2.4.3.3** With prior consent of the City, mechanical, plumbing, and electrical Subcontractors may be selected during the Preconstruction Phase based upon a qualification-based selection process administered by Construction Manager. The selection process will evaluate experience with similar types of projects/systems and an evaluation of proposed fee structures. Such subcontracts would be subject to the same restrictions on allowable costs and the same right of audit as applies to Construction Manager in this Contract.
- 2.4.3.4** If the GMP has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the City and Designer (a) is recommended to the City by the Construction Manager; (b) is qualified to perform that portion of the Work; and (c) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Construction Manager may request that a change in the Work be issued to adjust the contract time and the GMP by the difference between the bid of the person or entity recommended to the City by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the City. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
- 2.4.3.5** The Construction Manager shall schedule and conduct meetings at which the City, Designer, Construction Manager, and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 2.4.3.6** Promptly after the City's execution of the GMP Change Order, the Construction Manager shall prepare a schedule in accordance with Section 2.4.4, including the City's occupancy requirements.
- 2.4.3.7** The Construction Manager shall provide monthly written reports to the City and Designer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the City may reasonably require. The log shall be available to the City and Designer at any time upon written request.
- 2.4.3.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and

estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the City and Designer with the weekly review outlined in section 2.4.4.1.

2.4.4 Construction Schedules. The Construction Manager shall, within ten (10) days after execution of GMP Change Order No. 1, shall furnish the City with a detailed Critical Path Method (CPM) schedule as set forth below, giving the dates on which it expects to start and to complete separate portions of the Construction Work. No Construction Work shall begin until said schedule is approved by the City. The City reserves the right to adjust the Construction Manager's schedule to coordinate with any other projects in the same area. Once approved, the Construction Schedule shall be strictly adhered to unless agreed to in writing by all parties or modified by an extension or extensions of time as hereinafter provided. Approval of any schedule by the City shall not constitute an opinion that the schedule is reasonable for the Construction Manager to rely on. The Construction Schedule shall be value-loaded to serve as a Schedule of Values by which to evaluate payment applications from Construction Manager and its subcontractors. The Schedule of Values shall not be front-end loaded so as to disproportionately shift payment for later-performed Work to earlier periods of time.

2.4.4.1 General Requirements. A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the Work, for reporting progress, and requesting payment for Work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached. Scheduling software shall be compatible with Microsoft Project 2007.

2.4.4.2 Schedule Requirements.

2.4.4.2.1 The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as critical path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As Work progresses, Construction Manager shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

2.4.4.2.2 The CPM schedule shall include pre-construction tasks, construction tasks (bid items), Shop Drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punch list, inspection coordination activities, utility relocation, final inspection and certificate of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and

installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

2.4.4.2.3 Construction Manager shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of GANTT chart and mathematical analysis within ten (10) days of the executed Agreement. Allow five (5) days for the City to review. Construction Manager shall submit the schedule of submittal activities extracted from the master schedule within ten (10) days after receipt of Notice to Proceed. During the preparation period, Construction Manager shall review this information with the City.

2.4.4.2.4 Submittals to the City of initial and monthly CPM schedule charts shall include three (3) sets of all reports as outlined below. Plots shall be color, blue-line, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

2.4.4.2.5 The Construction Manager will participate in the City's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary due to review within five (5) days after the review. Construction Manager and major Subcontractors shall review the network CPM schedule before final submittal.

2.4.4.3 Report Formats. Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire Project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

2.4.4.3.1 Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, latest end date, total slack or float time in calendar days and current schedule bar in Gantt view.

2.4.4.3.2 Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

2.4.4.3.3 Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.

2.4.4.3.4 On each page include a title block containing at a minimum the following information:

- a. Project Title;
- b. Project Number;
- c. Construction Manager's Business Name;
- d. Date of Submittal and Revision (the date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date);
- e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.

2.4.4.3.5 Prepare and submit to the City upon request additional charts, reports, and current copy on disk of Project program.

2.4.5 CPM Schedule Implementation and Monitoring. Monthly CPM schedule charts and reports shall accompany the Construction Manager's pay request for Work completed. Where the Construction Manager is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the City, upon failure to maintain scheduled progress of the Work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the Project, not to the Construction Manager or to the City Engineer, and may be utilized by both parties.

2.4.6 Schedule Changes and Updates.

2.4.6.1 At a minimum the Construction Manager shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the City. Monthly submittal of the CPM schedule and approval by the City is required prior to payment for Work completed. Activities added to the CPM schedule shall be submitted by the Construction Manager on schedule charts. It is the City's intent that the Project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the Contract Documents.

2.4.6.2 Once the CPM schedule is submitted and approved, the City shall identify any modifications to activity durations, logic, values, or descriptions required to resubmit for approval. Such adjustments shall not impact the contracted completion date. Requests for time extensions are addressed in Article 5 Compensation for Construction Phase Services Section 5.5 Change Orders.

ARTICLE 3 CITY'S RESPONSIBILITIES

3.1 Information and Services.

- 3.1.1** The City shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the City's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
 - 3.1.2** The City shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Designer, which shall include costs which are the responsibility of the City.
 - 3.1.3** The City shall endeavor to promote harmony and cooperation among the City, the Construction Manager, and other persons or entities employed by the City for the Project. This provision shall not prohibit the City from ensuring work is completed in a timely and satisfactory manner.
- 3.2** **Structural and Environmental Tests, Surveys, and Reports.** In the Preconstruction Phase, the City shall furnish the following with reasonable promptness and at the City's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, Drawings, and tests described in Sections 3.2.1 through 3.2.6 but shall exercise customary precautions relating to the performance of the Work.
- 3.2.1** Reports, surveys, Drawings, and tests concerning the conditions of the site which are required by law.
 - 3.2.2** Surveys describing 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining 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 information on the survey shall be referenced to a Project benchmark.
 - 3.2.3** The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
 - 3.2.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
 - 3.2.5** The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager and agreed to by the City.
 - 3.2.6** As-built drawings of existing facilities, as available.

- 3.3 City's Designated Representative.** The City shall designate in writing a representative who shall have express authority to bind the City with respect to all matters requiring the City's approval or authorization. This representative shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Designer does not have such authority.
- 3.4 Designer.** The City shall retain a Designer to provide basic services, including normal structural, mechanical and electrical engineering services, other than cost estimating services. The City shall authorize and cause the Designer to provide those additional services described in this Agreement, requested by the Construction Manager which must necessarily be provided by the Designer for the Preconstruction and Construction Phase of the Work. Such services shall be provided in accordance with time schedules agreed to by the City, Designer, and Construction Manager. Upon request of the Construction Manager, the City shall furnish to the Construction Manager a copy of the City's Agreement with the Designer.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

- 4.1 Payments.** If compensation is based on a multiple of direct personnel expense, direct personnel expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- 4.1.1** Payments shall be made monthly following presentation of Construction Manager's Application for Payment and, where applicable, shall be in proportion to services performed.
- 4.1.2** Payments are due and payable thirty (30) days from the City's receipt of the Construction Manager's undisputed Application for Payment.
- 4.2 City's Right to Withhold Payment.** In the event the City becomes credibly informed that any representations of Construction Manager provided in its monthly pay requests, are wholly or partially inaccurate, the City may withhold payment of disputed sums then or in the future otherwise due to Construction Manager until the inaccuracy and the cause thereof, is corrected to the City's reasonable satisfaction. In the event the City questions some element of a pay request, that fact shall be made known to the Construction Manager immediately. Construction Manager will help effect resolution and transmit an Application for Payment, if necessary. Amounts not questioned by the City shall be paid to Construction Manager in accordance with the contract payment procedures.
- 4.3 Completion Date.** The Construction Manager shall complete Preconstruction Phase Services including submittal of the GMP within thirty (30) days of construction plans being advanced to a sufficient stage for calculation of a GMP with appropriate allowances.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

City shall compensate the Construction Manager for Construction Phase Services as follows:

5.1 Compensation.

5.1.1 For the Construction Manager's performance of the Work as described in Article 2 herein, the City shall pay the Construction Manager in current funds the amount stated in the Agreement.

5.2 GMP. Construction Manager agrees that its compensation for its Work shall not exceed the amount provided in the GMP Change Order, subject to additions and deductions by changes in the Work as provided in the Contract Documents and approved in writing by the City. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by Construction Manager without reimbursement by the City.

5.3 Savings. If at the time of final payment to Construction Manager, the sum of the actual cost of the Work and Construction Manager's Fees are less than the GMP, as such GMP may have been adjusted over the course of the Project for approved scope Changes, the difference ("Savings") shall be shared as stated in the Agreement.

5.4 Liquidated Damages. The Construction Manager accepts the daily rate of Liquidated Damages set forth in the Agreement, if any.

5.5 Change Orders. The City, without invalidating the Contract, may, by Change Order, direct changes in the Work which may result in an addition to or deduction from the GMP and/or changes in the schedule. All Change Orders shall be executed under the provisions of the original Contract Documents. If the Change Order consists of a modification to the GMP, the value of such change shall be determined as per Section 5.5.3, below.

5.5.1 Except for Work done as a result of an emergency endangering life or property, no activity resulting in an increase in the GMP or extension of the Construction Schedule shall be performed unless pursuant to the provisions of a Change Order, or a written Work Directive pursuant to Section 5.5.2 below.

5.5.2 Work Directives. From time to time the Designer may also issue written orders to Construction Manager for needed clarifications, modifications or corrections. When the Designer issues such an order, if the Construction Manager believes compliance will impact the time or cost of performing the Work the Construction Manager may request that the Designer issue a Work Directive. Issuance of a Work Directive by the Designer is not an admission that the City, or the Designer, believes that the cost or time to perform Work in question has been changed. Work Directives can also be used where the parties agree that there has been a change, but are not in agreement as to the appropriate adjustment in the Guaranteed Maximum Price or Time, if any. The Construction Manager shall submit its proposed adjustment for the Work described in the Work Directive, with sufficient back-up and detail to permit a full evaluation, within five (5) working days of receipt of the Work Directive and shall not commence the Work described in the Work Directive until ordered in writing by the Designer to do so. If so stated in the Work Directive, the Construction Manager shall keep records of the cost and time of performing the Work Directive, and the parties shall attempt in good faith to resolve any disagreements over the Work Directive as soon as possible. In any

case, the parties reserve their rights to resolve Work Directive disagreements through the Disputes Resolution provisions of this Agreement.

5.5.3 The value of any change in the Work which results in an addition/deletion to the GMP shall be determined in one or more of the following ways, at the option of the City:

5.5.3.1 By agreed lump sum.

5.5.3.2 By agreed upon unit prices.

5.5.3.3 By actual field cost (time and material) plus Construction Manager's Fee (which includes overhead and profit) stated in the Agreement and shall include a "Not to Exceed" figure.

5.5.4 In order to arrive at the value for any change, Construction Manager shall credit the City with its projected cost(s) for any Work which was previously included but which has been excluded by any such change.

5.5.5 No change in the Work shall entail additional time unless both parties determine that additional time is required and specifically so provides in the Change Order.

5.5.6 Where extra Work is performed under this Section, the term "actual field cost" as referenced in Section 5.5.3, above, of such extra Work is hereby defined to be and shall include:

5.5.6.1 The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the extra Work;

5.5.6.2 All materials and supplies;

5.5.6.3 Trucks and rentals on machinery and equipment for the time actually employed or used in the performance of said extra Work;

5.5.6.4 Any transportation charges necessarily incurred in connection with said equipment authorized by the City for use on said Work and similar operating expenses;

5.5.6.5 All incidental expenses incurred as a direct result of such extra Work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract Documents; provided, however, Construction Manager must enumerate and justify to the City's satisfaction any such claimed incidental expenses; and provided, further, that without in any way limiting the City's right to challenge any individual costs claimed by Construction Manager, incidental costs shall not include:

5.5.6.5.1 Payroll costs and other compensation of Construction Manager's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors,

timekeepers, clerks and other personnel employed by Construction Manager whether at the site or in Construction Manager's principal or a branch office for general administration of the Work unless specifically agreed to by the City all of which are to be considered administrative costs covered by the Construction Manager's overhead and profit.

5.5.6.5.2 Expenses of Construction Manager's principal and branch offices other than Construction Manager's office at the site.

5.5.6.5.3 Any part of Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work and charges against Construction Manager for delinquent payments.

5.5.6.5.4 Costs due to the negligence of Construction Manager, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

5.5.6.5.5 Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by the City.

5.5.7 Both parties shall agree to the form in which accounts of the Actual Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra Work under this Section. In the event that machinery and heavy construction equipment shall be required for such extra Work, the authorization and basis of payment for the use thereof shall be stipulated in the Change Order at the rates set forth in Section 6.1.4.2 below.

5.5.8 No claim for extra Work of any kind will be allowed except as provided herein. If extra Work orders are given in accordance with the provisions of this Agreement, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Agreement.

5.5.9 Construction Manager shall be responsible for notifying its surety(ies) of any modifications to the GMP or schedule and said surety(ies) shall not seek discharge as a result of any failure on Construction Manager's part to notify surety(ies).

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 **Cost of Work Items.** Cost of Work items shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the City. The Cost of Work shall include only the items set forth in this Article.

6.1.1 **Labor Costs.**

6.1.1.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the City's agreement, at off-site workshops.

- 6.1.1.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or at the Construction Manager's principal office pursuant to the hourly rate schedule approved by the City as part of the GMP Proposal. The scope of work performed at the Construction Manager's principal office shall be pre-approved by the City.
- 6.1.1.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops, or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 6.1.1.4** Costs paid or incurred by the Construction Manager for payroll taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided that such costs are based on wages and salaries included in the Cost of Work under Sections 6.1.1.1 through 6.1.1.3.
- 6.1.2** Subcontract Costs. Payments made by the Construction Manager to Subcontractor in accordance with the requirements of the subcontracts.
- 6.1.3** Costs of Materials and Equipment Incorporated in the Completed Construction.
- 6.1.3.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- 6.1.3.2** Cost of the materials described in Section 6.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the Work or, at the City's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the City as a deduction from the Cost of Work.
- 6.1.4** Costs of Other Materials and Equipment, Temporary Facilities and Related Items.
- 6.1.4.1** Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- 6.1.4.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval. Rates and quantities of equipment furnished by Construction Manager or any

subcontractor shall be limited to no more than 85% of the prevailing local rental rate, and in no case shall exceed the purchase price of the item rented.

6.1.4.3 Cost of removal of debris from site.

6.1.4.4 Reproduction costs, postage and express delivery charges, telephones at the site and reasonable petty cash expenses of the site office, to the extent actually used.

6.1.4.5 That portion of the reasonable travel and subsistence expense of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work shall be subject to the City's prior approval.

6.1.5 Miscellaneous Costs.

6.1.5.1 Premiums for that portion of insurance, deductibles and bonds and deductibles incurred required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amount of the coverages required by the Contract Documents, with the City's prior approval. Insurance and Bonds provided by the Construction Manager shall be included in the GMP at the following values: General Liability Insurance Rate = 0.95%, Builder's Risk Rate = 0.35% and Payment and Performance Bond Rate = actual cost as invoiced by bonding company. Construction Manager shall certify in writing to the City that all of the costs were paid to a third party and that no part of the premium was received or retained by Construction Manager.

6.1.5.2 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.

6.1.5.3 Data processing costs related to the Work.

6.1.5.4 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement.

6.1.5.5 Legal costs, other than those arising from disputes between the City and the Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the City's written permission, which permission shall not be unreasonably withheld.

6.1.6 Other Costs. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

6.1.7 Emergencies and Repairs to Damaged or Nonconforming Work. The Cost of Work shall also include costs which are incurred by the Construction Manager:

6.1.7.1 In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property.

6.1.7.2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused

by the negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement of the Construction Manager or the Construction Manager's personnel to supervise adequately the Work of the Subcontractor or suppliers, and only to the extent that the cost of the repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.2 Costs Not to Be Reimbursed.

6.2.1 The Cost of Work shall not include:

- 6.2.1.1** Salaries, expenses, and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office, except as specifically provided for in Section 6.1.1.2 and 6.1.1.3.
- 6.2.1.2** Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.
- 6.2.1.3** Overhead and general expenses, except as may be expressly included in Section 6.1.
- 6.2.1.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- 6.2.1.5** Rental costs of machinery and equipment, except as specifically provided in Section 6.1.4.2.
- 6.2.1.6** Costs due to negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the City set forth in this Agreement.
- 6.2.1.7** Costs incurred in the performance of Preconstruction Phase Services.
- 6.2.1.8** Any costs not specifically and expressly described in Section 6.1.
- 6.2.1.9** Costs which would cause the GMP to be exceeded.

6.3 Discounts, Rebates, and Refunds.

- 6.3.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the City, if before making payment, the Construction Manager included them in an Application for Payment and received payment therefore from the City; otherwise cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Construction Manager shall make provisions, so they can be secured.
- 6.3.2** Amounts which accrue to the City shall be credited to the City as a deduction from the Cost of Work.

6.4 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under

this Agreement; the accounting and control systems shall be satisfactory to the City. The City and the City's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, invoices, vouchers, memoranda, and other data relating to this Project, and the Construction Manager shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law, and shall be subject to audit by the City and the Kansas Department of Revenue.

ARTICLE 7 PAYMENT APPLICATIONS FOR CONSTRUCTION PHASE SERVICES

7.1 Payments.

- 7.1.1** Based upon Applications for Payment submitted to the Designer by the Construction Manager and certificates for payment issued by the Designer, the City shall make payments on account of the Agreement sum to the Construction Manager as provided below and elsewhere in the Contract Documents. With each Application for Payment, Construction Manager shall submit documentation of its payment of subcontractors and suppliers, and its release of claims and (where applicable) lien rights for itself and its Designer and Subcontractors on the forms attached hereto as **Exhibit D**.
- 7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by the City and Construction Manager.
- 7.1.3** Before the first Application for Payment, the Construction Manager shall submit to the Designer and the City a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Designer and the City may require. This schedule, unless objected to by the Designer or the City, shall be used only as a basis for the Construction Manager's Applications for Payment and does not constitute approval by the Designer or the City of the method or performance by the Construction Manager.
- 7.1.4** Payment will be made to Construction Manager monthly from funds available on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the Designer and the City during the preceding month, calculated in proportion to the GMP, but to ensure the proper performance of the Agreement, ten percent (10%) of the amount of each estimate, (including undisputed portions of Work Directives and un-finalized changes) will be retained until Substantial Completion and acceptance of Work covered by this Agreement, except for projects which are governed by K.S.A. §16-1904, in which case retainage shall be set at five percent (5%) unless the factors enumerated in that statute justify the withholding of greater sums.
 - 7.1.4.1** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to these same payment provisions and shall not be awarded on the basis of cost plus a fee without the prior consent of the City.
- 7.1.5** Each payment made to the Construction Manager shall be on account of the total amount payable to the Construction Manager by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Construction Manager

from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Agreement. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the Designer or the City, all calculated in proportion to the GMP.

- 7.1.6** In general, no allowance will be made in estimates for materials on site, or stored at a facility approved by the City, if site is unable to take delivery, and not incorporated in the Work except in case of those items considered by the City to be major items of considerable magnitude, which will be allowed in estimates on the basis of ninety-five percent (95%) of invoices (except for projects which are governed by K.S.A. §16-1904, in which case retainage shall be set at five percent (5%) unless the factors enumerated in that statute justify the withholding of greater sums), the value calculated in proportion to the GMP. If the City should elect to pay for materials or equipment prior to their delivery to the Project site and/or incorporation into the Project, Construction Manager shall deliver to the City prior to payment a fully executed Bill of Sale, attesting to the City's ownership of such materials or equipment, and a Bailment Agreement, attesting to the proper storage and insurance of such materials and equipment until such time as they are delivered to the site, on the forms attached hereto as **Exhibit E** and **Exhibit F**.
- 7.1.7** The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
- 7.1.8** The City shall require at intervals as it shall determine and at any time before final payment is made for the Work specified herein that the Construction Manager furnish the City with documentation of its payment of subcontractors, subconsultants and suppliers, and its release of claims and (where applicable) lien rights and payment by all Subcontractors and vendors who have done Work or labor on, or who have furnished materials for, this Project that they have been fully paid by the Construction Manager for such Work or labor done or materials furnished by them for which payment has been made to Construction Manager by the City on the form attached hereto as **Exhibit D**. Construction Manager's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Construction Manager or its surety of any obligation assumed under this Agreement, nor shall the City's request for such list create any obligation on the City's part to verify accuracy.
- 7.1.9** The Construction Manager shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the Designer and the City for approval. Applications for Payment shall reflect any such credits, and the GMP shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Construction Manager's expense.
- 7.1.10** The acceptance by the Construction Manager of final payment shall be and shall operate as a release to the City of all claims and all liability to the Construction Manager other than written claims in stated amounts as may be specifically excepted by the Construction Manager for all things done or furnished in connection with this Agreement

and for every act and neglect of the City and others relating to or arising out of this Agreement. Any payment, however, final or otherwise, shall not release the Construction Manager or its sureties from any obligations under the Contract Documents, the bonds, or insurance coverage's.

7.2 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any Application for Payment to the extent necessary to protect the City from loss on account of:

7.2.1 Incomplete Work or Defective Work not remedied;

7.2.2 A reasonable doubt that the Work can be completed for the balance of the Agreement price then unpaid;

7.2.3 Damage to the City; or

7.2.4 A breach of this Agreement.

7.3 Substantial Completion.

7.3.1 When Construction Manager considers the Work, or a portion thereof which the City agrees to accept separately, that Substantially Complete, the Construction Manager shall prepare and submit to the Designer and the City a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

7.3.2 Upon receipt of the Construction Manager's list, the Designer and the City will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Designer and the City's inspection discloses any item, whether or not included on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work or designated portion thereof for its intended use, the Construction Manager shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Designer and the City. In such case, the Construction Manager shall then submit a request for another inspection by the Designer and the City to determine Substantial Completion.

7.3.3 When the Work or designated portion thereof is Substantially Complete, the Designer will prepare a Certificate of Substantial Completion for signature by the City. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

7.3.4 The Certificate of Substantial Completion shall be submitted to the City and Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and Consent of Surety Company to Final Payment, the City shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

- 7.3.5** Retainage will be released to Construction Manager within thirty (30) days of Substantial Completion, less 150% of the reasonable value of any Work which is incomplete or not performed in compliance with the Contract Documents.

7.4 Final Completion and Final Payment.

- 7.4.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City with the assistance of the Designer will promptly make such inspection. Upon receipt from the Designer of the Final Certificate for Payment, the City will process the final payment. The Designer's Final Certificate for Payment will constitute a further representation that conditions listed in Section 7.4.2, below, as precedent to the Construction Manager's being entitled to final payment have been fulfilled.

- 7.4.2** Final payment shall not be due until all of the following have been received by the City:

- (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
- (b) receipt by the City of all close-out documents required by the Contract Documents, including but not limited to a Project Completion Certificate, O&M manuals, manufacturer's warranties and final as-built drawings;
- (c) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City;
- (d) a written agreement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (e) Consent of Surety Company to Final Payment; and
- (f) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases of claims and lien rights (where applicable), security interests or encumbrances arising out of the Agreement, to the extent and in such form as is attached to this Agreement as **Exhibit G**. If a Subcontractor refuses to furnish a release or waiver required by the City, the Construction Manager may furnish a bond and shall furnish a letter from its payment bond surety affirming its obligation on such bond notwithstanding refusal of a subcontractor to furnish a waiver or release as a condition precedent to payment of such disputed amount to Construction Manager.

- 7.4.3** If after Substantial Completion of the Work, final completion is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Designer and the City so confirms, the City shall, upon application by the Construction Manager and certification by the Designer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents,

and if bonds have been furnished, the written Consent of Surety Company to Final Payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Construction Manager to the Designer and the City prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the City except those arising from:

(a) claims, lien rights (where applicable), security interests or encumbrances arising out of the Agreement and unsettled;

(b) failure of the Work to comply with the requirements of the Contract Documents; or

(c) warranties required by the Contract Documents.

7.4.4 Acceptance of final payment by the Construction Manager, a Subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final acceptance for payment.

ARTICLE 8 GENERAL CONDITIONS

8.1 Extent of Contract. This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated Agreement between the City and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

8.2 Assignment. The City and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

8.3 Appointment of Service Agent. KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any contractor domiciled outside of the State of Kansas must comply with these statutory requirements; (form attached) to be submitted with the GMP Change Order.

8.4 Non-Discrimination, Affirmative Action, and Sexual Harassment.

8.4.1 The Construction Manager agrees that:

8.4.1.1 The Construction Manager shall observe the provisions of the Kansas Act Against Discrimination, Section 5-1201 *et seq.* of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the

performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or age, disability, marital status, familial status or military status;

8.4.1.2 In all solicitations or advertisements for employees, the Construction Manager shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

8.4.1.3 If the Construction Manager fails to comply with the manner in which the Construction Manager reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Construction Manager shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City;

8.4.1.4 If the Construction Manager is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, or if the Construction Manager is found guilty of a violation of Section 5-1201 *et seq.* of the Code of the City of Roeland Park, Kansas, the Construction Manager shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and

8.4.1.5 The Construction Manager shall include the provisions of Subsections 8.4.1.1 through 8.4.1.4 in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

8.4.2 The Construction Manager further agrees that they shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other Applicable Laws and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

8.5 Insurance.

8.5.1 Construction Manager shall provide insurance as set forth on **Exhibit H – INSURANCE REQUIREMENTS. Construction Manager shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance written on a form acceptable to the City; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City.**

8.5.2 Failure by the Construction Manager to furnish the required insurance within the time specified in the Agreement by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Agreement.

8.6 Bonds and Other Performance Security. Construction Manager shall provide a Performance Bond, Statutory Bond, and a Maintenance (forms attached hereto as **Exhibit I, Exhibit J, Exhibit K**) to be submitted with the GMP Change Order, in the amount of one hundred percent (100%) of the Agreement price to cover the entire scope of Work including planning, Value Engineering, procurement, construction, and completion of the Project, and any other specific performance security that may be indicated in this Agreement. With each

bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

8.7 Indemnity.

- 8.7.1 Indemnification.** To the fullest extent permitted by applicable Kansas law, the Construction Manager shall defend, indemnify and save the City and City Engineer/Designer harmless from and against all liability for damages, costs and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of and to the extent of the negligent acts or omissions of the Construction Manager, his or her sub-contractors, agents or employees in the performance of this contract.
- 8.7.2 General Limitation.** Nothing in this Section shall be deemed to impose liability on the Construction Manager to indemnify the City for Loss due to the City's sole negligence or other actionable fault solely attributable to the City is the cause of Loss.
- 8.7.3 Waiver of Statutory Defenses.** With respect to the City's rights as set forth herein, the Construction Manager expressly waives all statutory defenses, including, but not limited to, those under workers compensation or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Section.

8.8 Contract Documents/Agreement for Construction.

- 8.8.1** The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment, and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.
- 8.8.2** If there is any conflict or discrepancy between the Agreement between the City and the Construction Manager and any other of the Contract Documents, the Agreement between the City and Construction Manager shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.
- 8.8.3** The Contract Documents as enumerated herein, or as added through the GMP Change Order, form the Contract for construction. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.
- 8.8.4** All time limits stated in the Contract Documents are of the essence.

- 8.9 Defects in the Contract Documents.** If Construction Manager has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "Defects") appear in the Contract Documents, including, but not limited to, the plans, Specifications and other documents or the Work, Construction Manager shall notify the Designer in writing of such Defects. The Contract Documents shall be appended to all agreements between the Construction Manager and any Subcontractor or any more remote tier Subcontractor, and

such Subcontractors and remote tier Subcontractors shall, likewise, notify the Construction Manager in writing of any Defects therein. The Construction Manager will not be permitted to take advantage of any such Defect.

8.10 Copies of the Agreement. Unless otherwise provided in the Contract Documents, the Construction Manager shall be furnished, a maximum of five (5) copies of the Contract Documents, Drawings and Specifications as are reasonably necessary for execution of the Work. Construction Manager shall keep at the Project site and make available to the City and Designer, one copy of all Contract Documents for the Work, in good order and legibly marked to reflect actual construction. Construction Manager shall also maintain at the site all approved samples and a print of all approved Shop Drawings. Such documents, samples, and Shop Drawings, shall be turned over to the City at the completion of the Work if requested by the City. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Construction Manager. At the City's request, all Contract Documents shall be returned to the City with the exceptions of one record set for Construction Manager. All models and calculations are the property of the City.

8.11 Scope, Nature and Intent of Drawings and Specifications.

8.11.1 The Drawings and Specifications are intended to complement, but not necessarily duplicate each other. Together they shall constitute one complete set of the Drawings and Specifications, and any Work exhibited in one but not the other shall be executed just as if it had been set forth in both in order that the Work shall be completed according to the complete design or designs as decided and determined by the Designer and/or the City.

8.11.2 Should anything be omitted from the Drawings and Specifications which is necessary to a clear understanding of the Work, or should it appear that various instructions are in conflict, or in the event the Drawings and Specifications are silent as to any detail then it shall be the duty of the Construction Manager to secure in written instructions from the Designer and the City before proceeding with the construction affected by such omissions, discrepancies or silence. Construction Manager's failure to bring any such matter to the attention of the Designer and the City shall be at the Construction Manager's peril, and there shall be no compensation for extra work necessitated thereby.

8.11.3 It is recognized that the Construction Manager's review is made in the Construction Managers capacity as a contractor and not as a licensed design professional. The Construction Manager is not required to ascertain that the Contract Documents are in accordance with Applicable Laws, but any nonconformity discovered by or made known to the Construction Manager shall be reported promptly to the Designer and the City. If Construction Manager believes that additional cost or time is involved because of clarifications or instructions issued by the Designer and the City in response to the Construction Manager's notice or requests for information the Construction Manager may request a Change Order. The Construction Manager shall not be liable to the City or Designer for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Construction Manager recognized such error, inconsistency, omissions, or differences and knowingly failed to report it to the Designer and the City.

8.11.4 Dimensions and elevations shown on the Drawings shall be accurately followed, even though they may differ from scaled measurements. No Work shown on the Drawings, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Designer and the City. Construction Manager shall be responsible for verification of all locations, dimensions, and elevations in the field (including, but not limited to verification of location of underground facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.

8.11.5 All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Drawings. The Construction Manager shall keep the Designer and the City informed, a reasonable time in advance of the times and places at which it wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Designer, the City, and Construction Manager. Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Construction Manager's cost and expense.

8.11.6 Construction Manager, together with its Subcontractors, shall carefully examine the Drawings and Specifications for any interference with the Work and clearances that may be required. Construction Manager shall be responsible for the proper fitting of materials and equipment without substantial alterations. Construction Manager shall be responsible for eliminating interferences without additional cost to the City. If departures from the Drawings and Specifications, or other Contract Documents, are deemed necessary by Construction Manager, details of such discrepancies and reasons therefore shall be submitted to Designer and the City, with Drawings (if Designer and the City determine that Drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Construction Manager without the prior written approval of the Designer and the City.

8.12 **Shop Drawings.** Within thirty (30) days of execution of the GMP Amendment, Construction Manager shall prepare and submit to the City a submittal schedule, identifying the time when all Shop Drawings shall be submitted, which Schedule shall allow sufficient time (minimum ten working days unless otherwise agreed) for review and comment by the City. Construction Manager shall review, and submit, with such promptness as to cause no delay in its own Work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by the Specifications, including, but not limited to: (1) drawings of equipment and devices offered by the Construction Manager for approval of the Designer and the City in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Designer and the City by the Construction Manager in lieu of the design or arrangement required by the Contract Documents, or any item of extra Work there under; (3) all required wiring and piping layouts; and (4) structural and reinforcing fabrication drawings. All submittals, regardless of origin, shall be stamped by the Construction Manager and identified with the name and number of this Contract; Construction Manager's name and references to applicable Drawings and Specification paragraphs. Each submittal shall indicate the intended use of the item in the Work. Construction Manager's stamp is representation to the Designer and the City, that the Construction Manager accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, and similar data, and that they have reviewed or coordinated each

submittal with the requirements of the Work and the Contract Documents. All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in The City shall timely respond, advising Construction Manager of any comments or concerns it has with the submittals. Neither comments from the City nor the City's failure to comment shall in any way relieve Construction Manager of any responsibility for the design or construction under this Agreement.

8.12.1 The Construction Manager's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Construction Manager (including modifications to other facilities that may be a result of each deviation).

8.12.2 The Designer and the City shall review the Shop Drawings for conformance with the design concept of the Work and information as given in the Contract Documents. The Construction Manager is not relieved of responsibility for any deviation from the requirements of the Contract Documents by the Designer's and the City's approval of the Shop Drawings, product data, or samples. The Construction Manager is not relieved from responsibility for errors or omissions in Shop Drawings by the Designer's and the City's review thereof. The Designer and the City shall respond to, accept or reject such submissions within a reasonable time after receipt thereof. Construction Manager shall make such revisions as deemed necessary. Prior to and as a condition of final acceptance, the Designer and the City shall be furnished with a total of five (5) copies of each Drawing as finally approved, such number to include any copies of preliminary or revised Drawings which are approved as submitted. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any Drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Construction Manager or its Subcontractors be purchased, until the Drawing or Drawings therefore have been approved as stipulated, except at the Construction Manager's own risk and responsibility.

8.13 **Construction Manager's Responsibilities as to Ambiguities.** If there is any ambiguity in the Designer's Drawings or instruction, Construction Manager shall ask the Designer for clarification. Upon written request of Construction Manager, the Designer shall furnish, with reasonable promptness, additional instructions by means of Drawings, Specifications, or other information necessary for the proper execution of the Work. The Work shall be executed in conformity therewith, and, in accordance with Section 8.9, Construction Manager shall do no Work without proper instructions except at its peril. Nothing herein to the contrary shall affect Construction Manager's responsibilities with regard to defects as set forth in Section 8.9.

8.14 **Concealed Conditions.** Construction Manager warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the Work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, there will be no equitable adjustment in the contract sum or time, or both, for any extra Work necessitated thereby unless the condition either:

- (a) varies materially from what was specifically represented to Construction Manager in the Contract Documents; or
- (b) varies materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

In either such, the Construction Manager shall promptly provide notice to the City and the Designer before conditions are disturbed and in no event later than three working days after first observance of the conditions. The Designer will promptly investigate such conditions and, if the Designer determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the GMP or Contract Time, or both. If either party disputes the Designer's determination or recommendation, that party may proceed to make a claim.

8.15 Permits, Fees, and Notices.

- 8.15.1** Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required when bids are received, or negotiations concluded.
- 8.15.2** If Construction Manager performs Work contrary to Applicable Laws without such notice to the Designer and the City, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- 8.15.3** Construction Manager shall give all notices required by, and all Work shall be done in accordance with, all Applicable Laws bearing on the conduct of the Work.
- 8.15.4** Construction Manager shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any Project delay, damages or increases in construction costs due to utility relocation delays shall be at the Construction Manager's risk.
- 8.15.5** Construction Manager shall give reasonable notice to all owners or occupants of property which is potentially susceptible to damage through the performance of the Work and shall make all necessary arrangements with such owners or occupants relative to the removal and replacement or protection of such property or utilities.

8.16 General Administration of the Contract. The Construction Manager shall supervise and direct the Work, using the Construction Manager's best skill and attention.

- 8.16.1** Unless otherwise stipulated, Construction Manager shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant, and appliances) necessary in producing the results called for by the Contract Documents.

- 8.16.2** The Construction Manager shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences, and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Construction Manager, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 8.16.3** The Construction Manager shall, in addition to the schedule required by Section 2.4.4, give to the Designer full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Construction Manager's plant or equipment or any of its methods of executing the Work, appear to the Designer to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of Work, the Designer may order the Construction Manager to increase or improve its facilities or methods, and the Construction Manager shall promptly comply with such orders; but neither compliance with such orders nor failure of the Designer to issue such orders shall relieve the Construction Manager from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Agreement.
- 8.16.4** The approval by the Designer of any plan, schedule, or method of Work proposed by the Construction Manager shall not relieve the Construction Manager of any responsibility therefore, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Construction Manager shall have no claim under this Agreement on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Designer has no objection to the Construction Manager's use or adoption at the Construction Manager's own risk and responsibility, of the plan or method so proposed by the Construction Manager.
- 8.16.5** Any plan or method of Work suggested by the Designer or the City, to the Construction Manager, but not specified or required, if adopted or followed by the Construction Manager in whole or in part, shall be used at the risk and responsibility of the Construction Manager, and the Designer and the City will assume no responsibility therefore.
- 8.16.6** The Construction Manager shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- 8.16.7** Construction Manager shall be responsible to the City for acts and omissions of the Construction Manager's employees, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

8.17 Construction Manager's Employees.

- 8.17.1** Construction Manager shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to them.

- 8.17.2** Construction Manager shall be responsible for compliance with all Applicable Laws including those pertaining to wages, hours and benefits for workers employed to carry out the Work.
- 8.18** **Samples.** Construction Manager shall furnish, for approval, samples if directed by the Designer or the Contract Documents. The Work shall be in accordance with approved samples.
- 8.19** **Protection of Work and City Property.** Construction Manager shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials, and equipment on the Project site not yet incorporated in the Work, the City's property. Construction Manager shall assume full responsibility for the Work and shall bear any loss and repair any damage at its own cost occasioned by neglect, accident, vandalism, or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City. The Construction Manager shall establish, maintain and enforce all the safety requirements of this Agreement and Applicable Law.
- 8.20** **Protection of Property/Liability.** Construction Manager shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Construction Manager, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Construction Manager shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Construction Manager's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work. Underground Facilities and utilities, damaged by the Construction Manager within or outside the right-of-way shall be restored at the Construction Manager's expense and at no cost to the City. The Construction Manager shall make every effort to locate these lines and protect them.
- 8.21** **Tests and Inspections.**
- 8.21.1** Designer and the City shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Construction Manager shall provide proper facilities for such inspection. The Construction Manager shall furnish all reasonable aid and assistance required for any such inspection.
- 8.21.2** All Work must be inspected, tested or approved and the Construction Manager shall give the Designer and the City timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval, if the inspection, testing or approval is by an authority other than Designer and the City.
- 8.21.3** Designer and the City reserve the right to inspect any and all Work before it is covered up; and, accordingly, Construction Manager must notify Designer and the City, in writing, before covering any Work. Designer and the City shall be given a reasonable time to make its inspection. Construction Manager shall not cover any Work prior to Designer and the City having a reasonable time to inspect. If Work to be covered does not conform to the Contract Documents, Designer and the City can withhold its consent to covering up Work until such Work is made to conform at Construction Manager's expense.

- 8.21.4** If any Work should be covered up which is required by the above to be inspected, tested or approved and which, by virtue of being so covered up, is not susceptible to being properly inspected, tested or approved, Construction Manager shall, if requested by Designer or the City, uncover such work and at Construction Manager's expense bear the cost of uncovering such Work and redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same. The City reserves the right to inspect any and all Work before it is covered up; and, accordingly, Construction Manager must notify the City, in writing, before covering any Work. The City shall be given a reasonable time to make its inspection. Construction Manager shall not cover any Work prior to the City having a reasonable time to inspect. If Work to be covered does not conform to the Contract Documents, the City can withhold its consent to covering up Work until such Work is made to conform at the Construction Manager's expense.
- 8.21.5** If any labor, supplies, materials or equipment are found not to be in accordance with the Contract Documents, Construction Manager shall at its own expense bear the cost of uncovering such labor, supplies, materials or equipment, the cost of removing same, as well as the cost of undoing and redoing the work and other work damaged by such nonconforming labor, supplies, materials or equipment.
- 8.21.6** The City, the Designer and all designated inspectors shall be free at all times to perform their duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Construction Manager or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Agreement.
- 8.21.7** Any inspection, by whosoever conducted, shall not relieve the Construction Manager from any obligation to perform the Work strictly in accordance with the Drawings and Specifications, and any of the Work not so constructed shall be removed and made good by the Construction Manager at its own expense.

8.22 Superintendence and Supervision.

- 8.22.1** Construction Manager shall provide all necessary supervision to the Work using its best skill, care, judgment, and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Designer and the City. The superintendent shall not be changed except with the consent of the Designer and the City unless the superintendent proves to be unsatisfactory to the Construction Manager and/or ceases to be in its employ; provided however, that the Designer and the City retain the right to require that the Construction Manager replace the superintendent at any time, such right not to be arbitrarily exercised.
- 8.22.2** The superintendent shall be fully authorized to act for the Construction Manager and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent shall be available to communicate with the City at all reasonable times, and Construction Manager shall give the City the phone number and email address. The superintendent shall speak such languages as are necessary to be able to effectively communicate with all of Construction Manager's employees and subcontractors.

8.22.3 Use of Subcontractors on portions of the Work shall not relieve the Construction Manager of its obligation to have a competent superintendent directly employed by the Construction Manager on the Work at all times.

8.23 **Construction Manager's Office at Site of Work.** During the performance of this Agreement, the Construction Manager shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive Drawings, instruction, or other communications or articles from the Designer, and any such communication given to said superintendent or delivered at the Construction Manager's office at the site of Work in his/her absence shall be deemed to have been given to the Construction Manager.

8.24 **Work Stoppages.** Construction Manager further agrees that in the event of any strike, picket, sympathy strike, Work stoppage or other form of labor dispute or picket in connection with the Work of the Construction Manager, other contractors, Subcontractors, the City, or any other person, the Construction Manager will, contingent upon the City providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. Anything in this Agreement to the contrary notwithstanding, in the event the Construction Manager fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Construction Manager after giving two (2) working days written notice to Construction Manager and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

8.25 **Patent Liability Clause.**

8.25.1 Construction Manager agrees to defend any claim, action or suit that may be brought against the City, its Governing Body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Agreement or out of the use or disposal by or for the account of the City of supplies furnished or construction Work performed hereunder, and also to indemnify and hold harmless the City, its Governing Body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement.

8.25.2 It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the GMP price. Final payment to the Construction Manager by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

8.26 **Independent Contractor.** The right of general supervision of the City and/or the Designer shall not make the Construction Manager an agent of the City, and the liability of the Construction Manager for all damages to persons, firms, and corporations arising from the Construction Manager's execution of the Work shall not be lessened because of such general supervision, but as all such persons, firms, and corporations, and the damages, if any, to them or their property, the Construction Manager herein is an independent contractor in respect to the Work.

8.27 **Separate Contracts.**

8.27.1 The City reserves the right to perform by itself, or let other contractors perform in its stead, in connection with Work. Construction Manager shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by the City or others and shall properly connect and coordinate its Work with the Work of the City or others.

8.27.2 If any part of Construction Manager's Work depends upon the Work of the City or others, Construction Manager shall inspect and promptly report to the City any defects in any such work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its Work.

8.28 Relations with Other Contractors.

8.28.1 The Construction Manager shall cooperate with all other contractors or workers who may be performing work on behalf of the City or any other entity on any work in the vicinity of the Work to be done under this Agreement, and it shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. Construction Manager shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Construction Manager's part and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Construction Manager and other contractors, or between the Construction Manager and the workers of the City or any other entity, in regard to their work, shall be adjusted and determined by the Designer and the City. If the Work of the Construction Manager is delayed or damaged because of any acts or omissions of any other contractor or contractors, over which the Construction Manager has no control and which is not a result of the Construction Manager's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise the City may, in its discretion, grant an extension of time.

8.28.2 When two or more contracts are being executed at one time in such manner that Work on one contract may interfere with that on another, the Designer and the City shall decide which contractor or Construction Manager shall cease Work and which shall continue, whether the Work on both contracts shall progress at the same time, and in what manner the Work is to proceed.

8.28.3 When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by Designer and the City to the contractor or Construction Manager so desiring to the extent which may be reasonably necessary.

8.28.4 In the event that Construction Manager is performing Work at a site or on a project involving the City and one or more other private or governmental entities, which have their own contractors on site as well, Construction Manager shall advise Designer and the City when it anticipates there may be interference with the Construction Manager's Work or with the Work of any other contractor. Designer and the City shall, to the best of its ability, with input from Construction Manager as to coordination of the Work, seek to schedule Work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Construction Manager experiences a delay or damage to Construction Manager's Work as a result of the

presence of other such contractors, the City may, in its discretion, grant an extension of time and/or an adjustment in the GMP as may be appropriate for the circumstances.

8.29 Provision for Emergencies. Whenever, in the opinion of the Designer and the City, the Construction Manager has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Designer and the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Designer and the City, with or without notice to the Construction Manager, shall provide suitable protection to the said interests by causing such work to be done and materials to be furnished at places as the Designer and the City may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Construction Manager and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Construction Manager. The performance of such emergency work shall in no way relieve the Construction Manager of responsibility for damages which may occur during or after such precaution has been duly taken.

8.30 Assignment and Subletting of Contract.

8.30.1 In case the Construction Manager assigns all, or any part, of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Construction Manager shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and that no money shall be paid assignee on behalf of the Construction Manager by the City until such time as the Construction Manager has discharged its obligations to the City under the Agreement. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

8.30.2 Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Construction Manager shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

8.30.3 The Construction Manager shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Construction Manager by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give the Construction Manager the same power to terminate any subcontract as the City has to terminate the Construction Manager under any provisions of the Contract Documents.

8.30.4 Prior to the City's approval of the GMP the Construction Manager shall submit to the City for acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which work each is to perform. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective

Work, material or equipment not in conformance with the requirements of the Contract Documents.

- 8.30.5** The Construction Manager shall not make any substitution for any Subcontractor who has been accepted by the City unless the City determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the GMP or a claim for delay damages.

8.31 Authority and Duty of the Designer. Unless the City acts as its own Designer, the Designer is an independent contractor. It is mutually agreed between the parties to the Agreement that the Designer shall observe and inspect all Work included herein (provided, however, that any such observations and inspections shall not alter the rights, responsibilities and obligations of the parties). Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties of this Agreement that the Designer shall in all cases determine the amount and quantities of the several kinds of Work which are to be paid for under this Agreement; that Designer shall determine all questions relating to the plans and Specifications for the Project; that Designer shall issue promptly any written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) which Designer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; that Designer's decisions and findings shall be a condition precedent to the right of the Construction Manager to submit any disputed matter and to any rights of the Construction Manager to receive any money under this Agreement; provided, however, that should the Designer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Agreement, either party may file with the other, within twenty (20) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised as herein provided. It is the intent of the Agreement that there shall be no delay in the execution of the Work, and the decisions or directions of the Designer as rendered shall be promptly carried out.

8.32 Liquidated Damages.

8.32.1 It is mutually understood and agreed by and between the parties to this Agreement that time is of the essence of this Agreement, and that in the event that the Construction Manager shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement, after due allowance for any extension or extensions of time which may be granted under the Agreement, the said Construction Manager shall pay to the City, as stipulated liquidated damages and not as a penalty, the sum stipulated herein for each and every day that the Construction Manager shall be in default.

8.32.2 In the case of joint responsibility for any delay in the final completion of the Work covered by this Agreement, where two or more separate contracts are in force at the same time and cover Work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such agreements, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the City by reason of such delay in completion of the Work as stipulated in the Agreement and the amount assessed against any one contractor for such one day of delay will be based upon the individual

responsibility of such contractor for the aforesaid delays as determined by, and in the judgment of, the City.

- 8.32.3** Construction Manager acknowledges that its failure to achieve Substantial Completion by the date stipulated in GMP Change Order No. 1 shall require the City to incur substantial additional costs and damages which may be difficult to calculate with specificity. Accordingly, the parties agree that they hereby agree to liquidate the City's damage for late completion to the amount stated in the Agreement, for each 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time, or such lesser amount as the City may agree to in the event that the City accepts partial occupancy of the Work.

8.33 Partial Occupancy or Use.

- 8.33.1** The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the City and Construction Manager have accepted in writing the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of Warranties required by the Contract Documents. When the Construction Manager considers a portion Substantially Complete, and the City desires to accept the use of that portion of the Work, the Construction Manager shall prepare and submit a list to the Designer and the City, per Section 7.3.1. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld, and the rate of liquidated damages for remaining Work shall be set. The stage of the progress of the Work shall be determined by written agreement between the City and Construction Manager or, if no such agreement is reached, through the disputes procedures of this Agreement.
- 8.33.2** Immediately prior to such partial occupancy or use, the City, Construction Manager, and Designer shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the condition of the Work.
- 8.33.3** Unless otherwise agreed upon, partial occupancy or use of a portion of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

8.34 Correction of Work.

- 8.34.1** Upon Designer and/or the City's request, Construction Manager shall, at Construction Manager's expense, promptly remove from the job site all labor, supplies, materials, equipment and/or other facilities condemned by Designer and the City as not in accordance with the Contract Documents, whether incorporated or not; and the Construction Manager shall, at Construction Manager's expense, promptly replace and re execute all labor, supplies, materials, equipment and/or other facilities in accordance therewith and, at Construction Manager's expense, restore all work of other contractors and Subcontractors destroyed or damaged as a result of such removal, replacement and re execution.

8.34.2 In addition to Construction Manager's obligations under Section 8.64 below, if, within two years after the date of Substantial Completion or other date established for commencement of warranties, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Construction Manager shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given Construction Manager a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City fails to notify Construction Manager and give Construction Manager a reasonable opportunity to make the correction(s), the City waives the right to require correction by Construction Manager and to make a claim against Construction Manager for breach of warranty. If Construction Manager fails to correct non-conforming Work within a reasonable time after receipt of notice, the City may correct it and Construction Manager shall be responsible for payment of the City's expenses.

8.34.3 The Construction Manager's obligation to correct Work under this Section of these General Conditions is not the limit of the Construction Manager's liability and shall not constitute a waiver of the City's rights under Section 8.64 nor elsewhere in the Contract nor as otherwise provided by law. Nothing herein shall limit the Construction Manager's liability under any applicable statute of limitations or any longer warranties required by the Contract.

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

8.35 Dispute Resolution.

8.35.1 The City and Construction Manager agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Construction Manager shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

8.35.2 Should the Construction Manager believe that it is entitled to any relief due to errors, omissions or defects in the Design Documents, or as a result of any act or omission of the Designer(s) in connection with the Project, the City shall cooperate with Construction Manager by permitting Construction Manager to pursue legal action against the Designer(s) in the name of the City at Construction Manager's sole risk and expense. The City shall pay to Construction Manager such sums as may be recovered from the Designer(s) on behalf of Construction Manager. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Construction Manager for any act, omission, negligence or breach of duty by the Designers.

8.36 Delays and Extensions of Time.

8.36.1 If Construction Manager shall be delayed at any time in the progress of the Work by events over which Construction Manager has no control, including the weather conditions which: (a) fall outside the parameters of Normal Weather Conditions; (b) adversely impact the critical path of the Work; and (c) cannot be reasonably avoided or mitigated through ordinary construction planning and operations, and which delay is not a result of Construction Manager's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the time of Substantial Completion shall be extended and/or adjusted for such reasonable time and the Designer and the City shall decide. Additionally, if Work on the Critical Path is delayed due to acts or omissions of the City or any separate contractor employed by the City, an equitable adjustment in compensation shall be made to the Agreement as the City may reasonably decide. No charge shall be made by Construction Manager for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Agreement, except as provided in this Section.

8.36.2 No such extension shall be made for delay unless Construction Manager provides written notice to Designer and the City of such delay, the reasons therefore, and the expected length of delay within two (2) working days of the commencement of such delay, to enable the City to take immediate action with respect to the cause of delay, if the City should decide to do so. In the case of a continuing cause of delay, only one claim is necessary.

8.36.3 In executing the Agreement, Construction Manager expressly covenants and agrees that, in undertaking to complete the Work within the time agreed in the GMP Change Order, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, and Normal Weather Conditions or otherwise. Additional time shall not be permitted for weather conditions that do not impact the Critical Path of the Work or for weather conditions impacting less than a full day of work.

8.36.4 The Construction Manager shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the Designer or the City, and for such periods of time as the Designer or the City shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the time for completion of Work so suspended or of Work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Designer or the City shall not otherwise modify or invalidate in any way, any of the provisions of this Agreement. In the event that the Work shall be stopped by order of the Designer or the City, through no fault of the Construction Manager, its employees, Subcontractors or suppliers, any expenses which, in the opinion and judgment of the Designer and the City, are caused thereby shall be paid by the City to the Construction Manager.

8.37 Remedies for Default by Construction Manager.

8.37.1 If Construction Manager fails or refuses to comply with any material term of this Agreement, then the City may, upon five days' written notice to Construction Manager and its surety, take such action as the City deems appropriate to either correct the defective Work, terminate this Agreement, or, in the City's sole discretion, permit Construction

Manager to demonstrate its ability to successfully complete the Work and continue performance.

8.37.2 If the City should elect to not terminate at the time, but, after notice to Construction Manager's surety, to take other action such as to delete items of Work from Construction Manager's scope of work, or arrange to complete or repair defective or incomplete Work with other forces, Construction Manager and its surety shall be liable to the City for all costs and damages incurred.

8.37.3 In the event that a petition in bankruptcy is either filed by Construction Manager or by creditors of Construction Manager, Construction Manager shall immediately upon written notice from the City provide documented evidence of its ability to continue performance under the terms of this Agreement. If Construction Manager is unable or unwilling to provide such evidence, Construction Manager shall immediately petition the Bankruptcy Court for an order rejecting the Agreement as an executory contract of the Debtor, and lifting the Automatic Stay imposed pursuant to 11 U.S.C. §362(a) to enable the City to terminate this Agreement and proceed to complete the Work.

8.37.4 In the event that the City should elect to terminate this Agreement due to default by Construction Manager, the City may, subject to any prior rights of Construction Manager's surety:

8.37.4.1 take possession of the site and, if the Construction Manager fails to promptly remove all materials, equipment, tools and construction equipment and machinery thereon owned by Construction Manager, take possession of same;

8.37.4.2 accept assignment of subcontracts with Construction Manager's Subcontractors and suppliers as provided in Article 2, above; and

8.37.4.3 finish the Work by whatever reasonable method the City may deem expedient.

In the event that this Agreement shall be terminated under the terms of this Section, the insurance, indemnification, warranty and other obligations that continue after termination shall continue to apply.

8.37.5 In the event that the City terminates this Agreement for default by Construction Manager, no further payment shall be made to Construction Manager until the Work is completed, and an accounting can be made of all of the City's damages. If any funds remain due and owing to Construction Manager at that time, the City shall remit them to Construction Manager. If, however, the costs and expenses of the City exceed any remaining contract balance, Construction Manager or its surety shall pay the difference to the City within ten days of receipt of invoice.

8.37.6 Any termination of the Agreement for alleged default by Construction Manager that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

8.38 Termination of the Agreement for the Convenience of the City.

8.38.1 The City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Construction Manager, and without waiving any other

right or remedy of the City, to terminate this Agreement in whole or in part by providing written notice of such termination to Construction Manager. Upon receipt of such notice from the City, Construction Manager shall: (a) immediately cease all Work; or (b) meet with the City and, subject to the City's approval, determine what Work shall be required of Construction Manager in order to bring the Work to a reasonable termination in accordance with the request of the City.

8.38.2 If the City shall terminate this Agreement for its convenience, in whole or in part, as herein provided, the City shall: (a) compensate Construction Manager for all purchased materials and actual Cost of Work satisfactorily completed to date of termination, and Construction Manager's fee, all as a percentage of the GMP equivalent to the percentage of completion of the Scope of Work as of the date of Notice of Termination, and documented unavoidable expenses of termination such as re-stocking charges; (b) take possession of any uninstalled equipment or materials; (c) have the right to assume Construction Manager's rights in any subcontracts or purchase orders; and (d) release and indemnify the City against any liability Construction Manager may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Construction Manager may have incurred as a result of its obligations under the provisions of this Agreement which occur after the date of termination. The Construction Manager agrees that it shall minimize such potential liabilities by, where practical, informing third parties of the City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

8.38.3 In the event that this Agreement shall be terminated under the terms of this Section, the insurance, indemnification, warranty and other obligations that continue after termination shall continue to apply.

8.38.4 Any termination of the Agreement for alleged default by Construction Manager that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

8.39 **Waiver of Consequential Damages and Anticipatory Profit.** Construction Manager hereby waives any claim against the City for consequential damages arising out of or relating to this Agreement or the Work, or profit on Work not performed for any reason. This waiver includes damages incurred for principal office expenses including compensation of personnel stationed there, loss of financing, business and reputation, and loss of profit.

8.40 **Ownership and Use of Design and Design Documents.** The design and design documents, and all statutory, common law and other rights, including copyright, in the intellectual property of that design are governed by agreements between the City and its design professionals, and Construction Manager shall assert no claim or interest in them.

8.41 **Use of Premises.**

8.41.1 Construction Manager shall confine its operations to limits indicated by Applicable Laws of the City and directions of Designer or the City and shall not unreasonably encumber the premises and/or site.

- 8.41.2** Construction Manager shall not load or permit any part of any structure, streets or highways to be loaded with a weight that exceeds load limits that will endanger their safety.
- 8.41.3** Construction Manager shall comply with Applicable Laws, as well as any specific instructions regarding signs, advertisements, fires, and smoking from Designer and the City.
- 8.41.4** A laydown area or staging area will be provided at the site and shall be chosen by Designer and the City. Construction Manager shall furnish its own weather protection if required.
- 8.41.5** No City equipment will be taken out of service or put into service without approval of the City.
- 8.43** **Allowances.** Construction Manager agrees that the GMP includes all allowances required by the Contract Documents. Construction Manager agrees that the GMP includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the GMP shall be allowed.
- 8.44** **Cutting, Patching, and Digging.** Construction Manager shall do all cutting, fitting, or patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of others shown upon or reasonably implied by the Contract Documents. Construction Manager shall not endanger any property of the City or any other individual or entity, or the Work by cutting, digging, or otherwise and shall not cut or alter the Work of others except with the written consent of the City. Construction Manager shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by the Work under this Contract. Construction Manager shall comply with all Applicable Laws dealing with cutting, patching, and digging and shall obtain all necessary permits.
- 8.45** **Cleaning Up.** Construction Manager shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employees or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding, and surplus materials, and shall leave its Work "broom clean" or its equivalent unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Construction Manager.
- 8.46** **Temporary Facilities.**
- 8.46.1** Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, Construction Manager shall provide and maintain sanitary temporary toilet facilities located where directed by Designer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and approved condition at all times. After use for same has ceased, Construction Manager shall remove the temporary toilet facilities from the City's premises and disinfect and fill any vaults. All temporary toilet facilities shall comply with this Section.

- 8.46.2** Construction Manager shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for the Work. Same shall be located and constructed in an approved manner acceptable to Designer. Upon completion of Work or when requested by Designer, Construction Manager shall remove same from the City's premises and leave the area in a clean and orderly condition.
- 8.46.3** Construction Manager shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Designer.
- 8.46.4** Unless otherwise specified in the Contract Documents, Construction Manager shall provide, at its cost and expense, temporary power, wiring and lights from the City's provided source as may be required for its operations.
- 8.47** **Sanitary Regulations and Water.** The operations of the Construction Manager shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Construction Manager shall supply safe and sufficient drinking water to all of its employees. The Construction Manager shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same. All water used in the course of the Work shall be hauled in or purchased from the local water company's distribution system at the Construction Manager's own cost and expense.
- 8.48** **Unfavorable Construction Conditions.** During unfavorable weather, or other unfavorable conditions for construction operations, the Construction Manager shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Designer, the Construction Manager shall be able to perform the Work in a proper and satisfactory manner. Construction Manager shall notify the City in writing immediately in such events, to give the City the maximum opportunity to authorize extra expenditures for steps that might avoid delay, but the City shall have absolutely no obligation to incur such obligations.
- 8.49** **Safety Precautions and Programs.** The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. This shall include full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith.
- 8.50** **Safety of Persons and Property.**
- 8.50.1** The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
- 8.50.1.1** employees on the Work and other persons who may be affected thereby;

- 8.50.1.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Construction Manager or the Construction Manager's Subcontractors or sub-subcontractors; and
- 8.50.1.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.50.2** Construction Manager shall comply with any and all instructions from the Designer regarding prevention of accidents, fires, or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other later revisions) "Standard for Safeguarding Building Construction and Demolition Operations".
- 8.50.3** The Construction Manager shall give notices and comply with Applicable Laws and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 8.50.4** The Construction Manager shall give reasonable notice to the affected owner or owners when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
- 8.50.5** The Construction Manager shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the Work from accident, and Construction Manager will be held responsible for all accidents to persons or property resulting from the acts of Construction Manager or its employees
- 8.50.6** Construction Manager shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits, and other facilities and shall be responsible for any damages resulting thereto. Construction Manager shall not be entitled to any additional time on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the Plans or not, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 8.50.7** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- 8.50.8** The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or part by the Construction Manager, a Subcontractor, a sub- subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which the Construction Manager is responsible, except damage or loss attributable to acts or omissions of the City or Designer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager's obligations of indemnification.
- 8.50.9** The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the City and Designer.
- 8.50.10** The Construction Manager shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

8.51 Safety Program.

- 8.51.1** Construction Manager is expected to establish and enforce a comprehensive safety program on this Project for the protection of its personnel, its Subcontractors' personnel, the City's employees and all other persons exposed to hazards resulting from Construction Manager's operations. As a minimum requirement, Construction Manager shall review and discuss the details of its program with Designer and the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- a. Personal protective equipment;
 - b. First aid personnel and facilities;
 - c. Arrangements for medical attention;
 - d. Sanitary facilities;
 - e. Fire protection;
 - f. Signs, signals and barricades;
 - g. Security regulations;
 - h. Safety inspections;
 - i. Designation of persons responsible for the program;
 - j. Reporting forms and procedures;
 - k. Material handling and storage;
 - l. Lines of communication;
 - m. Determination of potential hazards;
 - n. Personnel safety meetings and education;
 - o. Access to work areas;
 - p. Subcontractors involvement in the program;
 - q. Inspections and corrective action.

- 8.51.2** Construction Manager is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not the City or Designer shall have reviewed and/or accepted such program.

8.52 Handling of Emergencies. Emergency Plan.

- 8.52.2** In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Construction Manager, without special instruction or authorization from the City, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Construction Manager on account of emergency Work shall be determined by mutual agreement of the City and Construction Manager.
- 8.52.3** Construction Manager shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all Applicable Laws. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed Work, buildings, equipment, and the position of cranes. Construction Manager shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.

8.53 Weekends, Holiday, and Night Work.

- 8.53.2** No Work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on weekends or the City designated holidays, without the written approval or permission of the City, forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.
- 8.53.3** Night Work may be established by the Construction Manager, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

8.54 Approval of Equals.

- 8.54.1** Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be approved as follows:
- 8.54.2.1** Construction Manager shall notify the City in writing if it elects to use an approved equal specifically named in the Contract Documents.
- 8.54.2.2** If Construction Manager desires to use an "equal" not specifically named in the Contract Documents, it must first inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred caused by Construction Manager's making such request.
- 8.54.3** The Construction Manager shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

- 8.55 **Test of Materials Offered by Construction Manager.** All specified and required tests for approval of material shall be made at the expense of the Construction Manager by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Designer and the City. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Designer and the City in as many certified counterparts as may be required by the Designer or the City.
- 8.56 **Testing of Completed Work.** Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Construction Manager. All tests of such completed Work required under this Agreement shall be made under the direction of the Designer and the City.
- 8.57 **Borrow and Waste Areas.**
- 8.57.1 All borrow materials shall be obtained by the Construction Manager at its own cost and expense. The borrow area and materials shall be approved by the Designer and shall be friable material suitable for compaction.
- 8.57.2 All waste areas shall be located off the site and arrangements and payment for use of such areas shall be the sole responsibility of the Construction Manager. All waste disposal shall be in compliance with Applicable Laws. Unless specifically stated in the Contract Documents, the City makes no representation as to the availability, feasibility, cost or restrictions on locations for borrow or disposal of materials.
- 8.58 **Street Signs and Traffic Aids.** The Construction Manager shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal, and storage of such devices. All temporary and permanent traffic control devices supplied by the Construction Manager shall comply with and be installed in accordance with the Manual and Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.
- 8.59 **Federal Lobbying Activities.**
- 8.59.1 31 USCS Section 1352 (the "Code") requires all subgrantees, contractors, subcontractors, and consultants/designers who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 8.59.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 8.59.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the Construction Manager to

obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

- 8.60 **Titles, Subheads, and Capitalization.** Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provisions of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such items.
- 8.61 **Severability.** If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to Applicable Laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, except a provision going to the basic consideration to the City for entering the Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.
- 8.62 **Taxes.** It is the intent of the City to supply Construction Manager with a Project Exemption Certificate for use in purchasing materials and supplies used on the Contract. Construction Manager shall, in preparing its GMP Proposal, omit from its computed costs all sales and compensation taxes. Upon issuance of a Kansas tax exemption number, two (2) copies of the Project Exemption Certificate (Form PR-74a) will be forwarded to Construction Manager. Upon completion of the Project, the City will provide the State of Kansas with the Contract completion date and the State will issue a Project Completion Certification (Form DO-77). This will be forwarded to Construction Manager who must sign and return it to the City. All invoices must be retained by Construction Manager for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Construction Manager until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety Company to Final Payment.
- 8.63 **Governing Law.** It is the intent of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be constructed in accordance with and under and pursuant to the laws of the State of Kansas and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. The Construction Manager agrees to abide by all Applicable Laws and to furnish any certification required by any federal, state, or local government agency in connection with same.
- 8.64 **Venue.** Venue of any litigation arising in connection with this Agreement shall be the District Court of Johnson County, Kansas.
- 8.65 **Warranty.**
- 8.65.1 The Construction Manager shall provide a two (2) year correction period (unless failure is due to normal wear and tear or misuse by owner); this correction period shall not limit any warranties (including manufacturer warranties) as required by the

Contract Documents or limit the City's Owner's legal rights or remedies under this Contract or State Law.

8.65.2 Construction Manager shall assign to the City all manufacturers' and vendors' and subcontractors' warranties that may be called for by the Contract Documents.

8.66 **Access to Work.** Construction Manager shall provide the City and Designer access to the Work in preparation and progress wherever located.

8.67 **Professional Services.** The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences, and procedures. The Construction Manager shall not be required to provide professional services in violation of Applicable Law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Construction Manager by the Contract Documents, the City and the Designer will specify all performance and design criteria that such services must satisfy. The Construction Manager shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all Drawings, calculations, Specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professionals written approval when submitted to the Designer. The City and the Designer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications or approvals performed by such design professionals, provided the City and Designer have specified to the Construction Manager all performance and design criteria that such services must satisfy. The Designer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

8.68 **Environmental Matters.**

8.68.1 **Environmental Definitions.** As used in this Agreement, the terms defined in the General Provisions hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

8.68.1.1 **"Environmental Claim"** means any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement (hereinafter defined), against the City, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material (hereinafter defined) or any Environmental Requirement.

8.68.1.2 **"Environmental Law"** means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing,

which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above ground tanks), and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

8.68.1.3 "Environmental Requirement" means any Environmental Law (hereinafter defined), agreement or restriction (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

8.68.1.4 "Hazardous Material" means any substance, whether solid, liquid or gaseous: which is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; or which is or contains asbestos, lead-based paint, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; in each of the foregoing cases such that the substance is present at a concentration or quantity above applicable standards pursuant to Environmental Law.

8.68.2 Environmental Compliance. The Construction Manager is responsible to ensure that the design developed and the construction performed by the Construction Manager or by subcontractors or agents of Construction Manager are in accordance with applicable Environmental Laws and Environmental Requirements. The Construction Manager will document compliance with applicable Environmental Laws and Environmental Requirements and provide such documentation to the City. This obligation includes identifying all Environmental Laws and Environmental Requirements and the presence of Hazardous Materials. This includes but is not limited to conducting appropriate inquiries, including environmental assessments and surveys to identify Hazardous Materials that may be encountered or disturbed or encountered as a part of conducting the Work.

8.68.3 Notice to the City/Stop Work.

8.68.3.1 If, despite best efforts to comply with 8.67.2, those efforts will be inadequate to prevent foreseeable bodily injury to persons as a result of the presence of Hazardous Materials or an imminent threat or actual release of Hazardous Material(s) as a part of the Work, the Construction Manager shall upon recognizing the condition immediately stop work in the affected area and report the condition to the City.

8.68.3.2 If (a) the condition was attributable to the presence of Hazardous Material(s) which Construction Manager did not cause to be introduced or rendered dangerous in the course of its design or construction, or (b) the Construction Manager could not have anticipated through reasonable due diligence, then the City shall obtain the services of a licensed laboratory to verify the presence or

absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

8.68.3.3 If the condition meets either criterion of Section 8.67.3.2, and unless otherwise required by the Contract Documents, the City shall furnish in writing to the Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such Hazardous Materials(s) or who are to perform the task of removal or safe containment of same. The Construction Manager will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If the Construction Manager has an objection to a person or entity proposed by the City, the City shall propose another to whom the Construction Manager has no reasonable objection. When the Hazardous Materials(s) has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and the Construction Manager. The contract time shall be extended appropriately and the GMP shall be increased in the amount of the Construction Manager's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Section 5.5, herein.

8.68.3.4 If the condition described in the 8.67.3.1 does not meet either criteria described in 8.67.3.2, then Construction Manager shall undertake and pay for all of the steps described in 8.67.3.3, and the City shall have the rights of Construction Manager set forth in 8.67.3.3.

8.68.4 Environmental Indemnity. The Construction Manager will release, indemnify, defend, and hold harmless the City, and its directors, officers, employees, agents and other representatives from and against any and all actions, Environmental Claims, causes of action, costs, demands, damages, expenses, fines, penalties, liabilities, losses, obligations (Losses) arising out of the Construction Manager 's (including their employees, contractors and agents) breach of Sections 8.67.1-3 or arising out of any negligent act or omission of Construction Manager (including their employees, contractors and agents) that causes any threatened or actual release of Hazardous Materials resulting in contamination of or adverse effects on, the environment.

8.68.5 Conflict. If there is a conflict between this provision and other provisions of this Agreement, this provision shall govern.

8.69 Order of Precedence. If any conflict exists between the provisions of these General Conditions and any other provision of this Agreement, the provision setting the highest standard shall govern.

8.70 Cash Basis. The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

- 8.71 **Kansas Open Records Act.** Construction Manager at Risk acknowledges that the City is subject to K.S.A 45-215, *et seq*, the Kansas Open Records Act (KORA), and that any duty of confidentiality or disclosure shall be subject to the City's obligations under KORA or any other provision of law.

Construction Manager at Risk Services
Roeland Park Community Center Renovation – Phase II
4850 Rosewood Drive, Roeland Park, KS 66205

Exhibit C

Construction Manager's Fee Proposal

Agreement Between City of Roeland Park, Kansas and Construction Manager Article II.1

For the **Preconstruction Phase Services** described in Section 2.1 of the General Conditions, the Construction Manager's compensation shall be calculated as follows:

Lump sum of Twenty Thousand Dollars (\$) payable upon
execution of GMP Change Order No. 1.

Agreement Between City of Roeland Park, Kansas and Construction Manager Article II.2

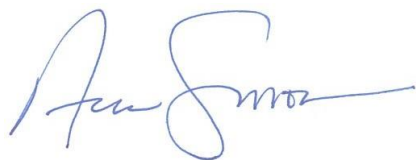
For the Construction Manager's performance of the Work as described in Article 2 of the General Conditions, excluding Section 2.1 of the General Conditions which is addressed above, the City shall pay the Construction Manager in current funds the amount stated in the Agreement.

Construction Manager's Fee shall be 3.0 % of the total Cost of Work and will be included within the GMP. Construction Manager's Fee shall not be reduced on account of savings returned to the City

Construction Manager's Fee of 3.0 % shall apply to any increases in the GMP mutually agreed to by the Parties.

General Conditions

A fixed amount of To Be Determined dollars (\$ TBD)



Signature

Archie Smith V / President

Printed Name / Title

06/3/2024

Date

EXHIBIT D

**AFFIDAVIT OF PARTIAL PAYMENT AND
CONDITIONAL RELEASE AND WAIVER OF CLAIMS**

To: The City of Roeland Park, Kansas, the owner of the real estate (the "Property") identified below and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives and releases all claims of entitlement to compensation for work performed through the last date covered by the accompanying request for payment, except as noted below.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by the City, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be: held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all right to claim against the City, except as pertains to unpaid retainage, identified pending change orders and claims, documented as required by the Contract, through the date of last work covered by the payment application stated above. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT E
BILL OF SALE

SELLER: _____

In consideration of payments made by the City of Roeland Park, Kansas (the "City"), referenced in the agreement dated _____, 20_, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to the City all right, title and interest in the following goods:

The City shall have all right and title to the goods in itself and successors and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto the City, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the City may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the _____ day of _____, 20_.

SELLER:

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public in and for said County and State

My commission expires:

EXHIBIT F

BAILMENT AGREEMENT

BAILOR: _____

BAILEE:
Contractor/Subcontractor/Supplier

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and the City of Roeland Park, Kansas, for Work to be performed at

In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above-mentioned address, separate and apart from all other goods and identified as subject to this bailment,
2. To keep said goods and materials fully insured against all risk of physical loss or damage,
3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and
4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY	DESCRIPTION OF ITEMS
----------	----------------------

Received and Acknowledged:

BAILEE:

By: _____

Name: _____

Title: _____

EXHIBIT G

AFFIDAVIT OF FINAL PAYMENT AND CONDITIONAL WAIVER AND RELEASE OF CLAIMS

To: The City of Roeland Park, Kansas, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives and releases all claims of entitlement to compensation for work performed, except as noted below.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all claims against the City, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR:

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT H
INSURANCE REQUIREMENTS

INSURANCE:

a. **General –**

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in the least such amounts as required in the Bidding Documents. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to paragraph GC-36. of the General Conditions for additional insurance information.

b. **Notice of Claim Reduction of Policy Limits –**

The Contractor, upon receipt of notice if any claim in connection with the Contract, shall promptly notify the City in writing, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City in writing of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) in excess of \$10,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine the Contractor's aggregate limits of protection shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

[The remainder of this page is left intentionally blank]

MINIMUM REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

Limits –

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

Policy MUST include the following conditions:

- a) Explosion, Collapse & Underground
- b) Independent Contractors
- c) Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- d) **Name City of Roeland Park and City Engineer/Designer“Additional Insured”**

AND

UMBRELLA/EXCESS LIABILITY

Limits –

Each occurrence:..... \$1,000,000
General Aggregate:..... \$1,000,000
The Umbrella/Excess Liability must be at least as broad as the underlying policy.

[The remainder of this page is left intentionally blank]

c) Automobile Liability –

Policy shall protect the Contractor against claims of bodily injury and/or property damage arising from the ownership or any use of any owned, hired and and/or non-owned vehicle and must include protection for either:

Any Auto

or

All Owned Autos
Hired Autos; and
Non-Owned Autos

Limits –

Combined Single Limits

Bodily Injury and Property Damage – Each Accident

Same as General Liability

**NAME CITY OF ROELAND PARK AND CITY ENGINEER/DESIGNER AS
“ADDITIONAL INSURED”**

e) Worker’s Compensation –

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

Workers’ Compensation: Statutory

Employer’s Liability:

Bodily Injury by Accident \$100, 000 each accident
Bodily Injury by Disease\$500, 000 policy limit
Bodily Injury by Disease\$100, 000 each employee

f) Owner’s Protective Liability –

The Contractor shall take out, pay for and deliver to the City, an Owner’s Protective Liability insurance policy written on an occurrence basis and naming the City and Larkin Lamp Rynearson as named insured. The policy shall be maintained during the life of this Contract. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Project.

g) Industry Ratings –

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

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policy holder rating of A or better; and
- 3) Carries at least a Class X financial rating.
- 4) Is a company mutually agreed upon by the City and the Contractor.

h) Subcontractors' Insurance –

If a part of the Contract is to be sublet, the Contractor shall cover all subcontractors in its insurance policy to the fullest extent permitted by applicable Kansas law. Contractor shall indemnify and hold harmless the City and Larkin Lamp Ryneerson as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors, to the fullest extent permitted by applicable Kansas law.

i) Approval of Insurance –

The Contractor may not begin work of any nature until all insurance requirements are met and approved by the City Attorney. The City Attorney will require one of the following statements to appear in the Special Provisions box of the Certificate of Insurance before the insurance is approved:

"To the fullest extent permitted by applicable Kansas law, the general liability policy specifically insures the contractual liability assumed by the Contractor under paragraph GC-31."

OR

"To the fullest extent permitted by applicable Kansas law, the general liability policy has been endorsed to specifically insure the contractual liability assumed by the Contractor under paragraph GC-31."

The City Attorney will also require evidence that the policies provide, or have been endorsed to provide, that should any of the described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30-days advance written notice to the City.

Builder's Risk Property Insurance. (submitted with GMP Change Order No. 1)

- a) Unless otherwise provided in the Contract Documents, Construction Manager shall procure and maintain property insurance from insurance companies authorized to do business in the State of Kansas upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Construction Manager shall include the City as a "loss payee" and the Construction Manager, Design Consultants, Subcontractors and sub-subcontractors as additional

insureds, and shall insure against the risk of direct physical loss including but not limited to fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Construction Manager's Application for Payment and approved by the City. All deductibles are the responsibility of the Construction Manager.

- b) Unless the Contract Documents provide otherwise, Construction Manager shall procure and maintain boiler and machinery insurance that will include the interests of the City, Construction Manager, Design Consultants, Subcontractors and sub-subcontractors.
- c) Any loss covered under Construction Manager's property insurance shall be adjusted with the City and Construction Manager and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with the Disputes Resolution Section of the Agreement.
- d) Minimum Requirements. The insurance specified herein is the minimum requirement. In the event Construction Manager or any subcontractor has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of the City.

Construction Manager shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance written on a form acceptable to the City; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

EXHIBIT I

CITY OF ROELAND PARK, KANSAS

PERFORMANCE BOND

ROELAND PARK COMMUNITY CENTER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, of _____ as principal, hereinafter referred to as the "Contractor," and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as "City," in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____, 20_____, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for **ROELAND PARK COMMUNITY CENTER**, designated, defined and described in the Agreement and in accordance with the Contract Documents to include the General Conditions, Special Conditions, Specifications, Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the General Conditions, Special Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, upon written acceptance by the City of the improvement herein described in substantial compliance with the Contract Documents and upon the effective date of the Maintenance Bond for the improvement then this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the General Conditions, Special Conditions, Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Whenever Contractor is declared by City to be in default under the Contract Documents, the Surety may promptly remedy the default or shall within fourteen (14) days from the date of notice from the City:

1. Commence completing the Work of the Agreement in accordance with its terms and conditions. However, Surety may not use the defaulting Contractor, or any legal reformation of the defaulting Contractor, to complete the Work and the Surety may not use any of the subcontractors of the defaulting Contractor to complete the Work without the written consent of the City; or
2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the City and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an Agreement between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price, including other costs and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

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IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____, _____ on this, the _____ day of _____, 20__.

Contractor/Principal

ATTEST:

By _____ (SEAL)

Secretary

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

EXHIBIT J

CITY OF ROELAND PARK, KANSAS

STATUTORY BOND

ROELAND PARK COMMUNITY CENTER

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Contractor and principal, and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the State of Kansas, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into an Agreement with the City of Roeland Park, Kansas, a copy of which is attached hereto and incorporated herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with Provisions, Specifications, Plans and other Contract Documents on file in the office of the City Clerk of the City of Roeland Park, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, transportation or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

The said Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment or supplies used or consumed in connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness within six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____
on this, the _____ day of _____, 20_.

Contractor/Principal

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)

Attorney-in-Fact

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

EXHIBIT K

CITY OF ROELAND PARK, KANSAS

MAINTENANCE BOND

ROELAND PARK COMMUNITY CENTER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, of _____, as principal, hereinafter referred to as the "Construction Manager," and _____, hereinafter referred to as the "Surety", a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as "City," in the penal sum of _____ (\$00), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Construction Manager, has on the _____ day of _____, 2023, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for **ROELAND PARK COMMUNITY CENTER RENOVATION**, designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance with the Contract Documents, if said Improvement endures without defect or need of repair or maintenance for a period of two (2) years from the date of final acceptance, then this obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this obligation shall remain in full force and effect and Construction Manager and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of the defect and/or the necessary repair or maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Construction Manager and the

Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, said Construction Manager has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____
_____ on this, the ____ day of _____, 2023.

ATTEST:

(SEAL)

Construction Manager/Principal

By _____

Print Name: _____

Title

Secretary

SURETY COMPANY

(SEAL)

By _____

Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Construction Manager is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



CONSTRUCTION DOCS

PROJECT TEAM

08-MECHANICAL
ME0.0 COVER SHEET
M0.1 MECHANICAL DEMO - AREA A
M0.2 MECHANICAL DEMO - AREA B
M0.3 MECHANICAL DEMO - AREA C
M1.1 MECHANICAL PLAN - AREA A
M1.2 MECHANICAL PLAN - AREA B
M1.3 MECHANICAL PLAN - AREA C
M2.1 MECHANICAL SCHEDULES
M3.1 MECHANICAL DETAILS

10-ELECTRICAL

E0.1	ELECTRICAL DEMO PLAN - AREA A
E0.2	ELECTRICAL DEMO PLAN - AREA B
E0.3	ELECTRICAL DEMO PLAN - AREA C
E1.1	LIGHTING PLAN - AREA A
E1.2	LIGHTING PLAN - AREA C
E2.1	POWER PLAN - AREA A
E2.2	POWER PLAN - AREA B
E2.3	POWER PLAN - AREA C
E3.1	ELECTRICAL SCHEDULES
E4.1	ELECTRICAL DETAILS

O: 913.722.2600

CONSTRUCTION
DOCS

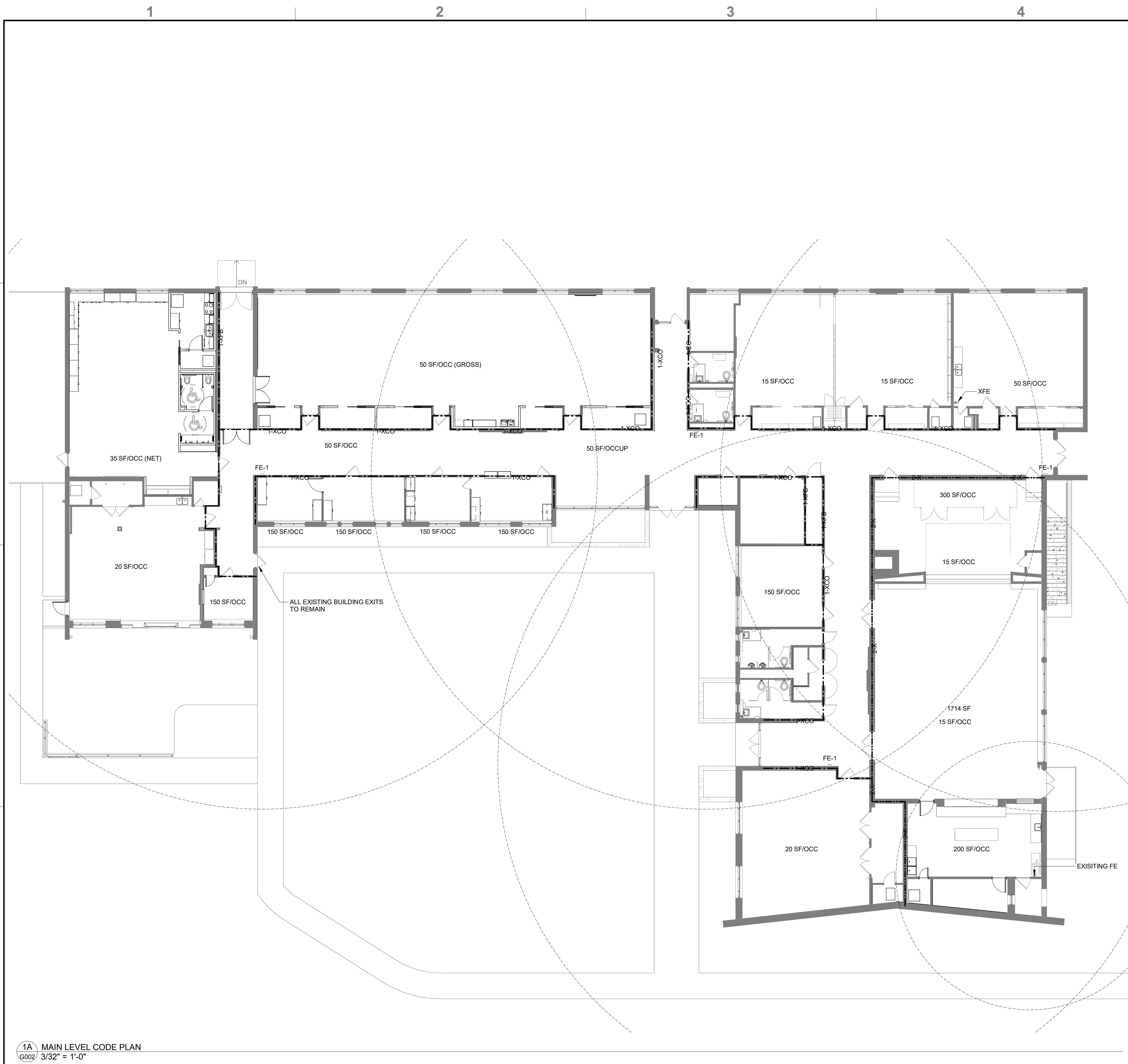
**ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS**
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

FOR:
CITY OF ROELAND PARK, KANSAS



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GENERAL NOTES - PARTITIONS

- REFER TO PARTITION TYPE SYMBOLS ON FLOOR PLANS.
- REFER TO CODE PLAN FOR MINIMUM REQUIRED FIRE RATING IN HOURS. PARTITION TYPES DO NOT INDICATE WHICH SIDE FINISH MATERIALS ARE APPLIED. REFER TO FINISH PLAN.
- REFER TO THE PROJECT MANUAL FOR MINIMUM GAGE STUDS, RUNNERS, FURRING CHANNELS, MISC. ANGLES & CLIPS.
- FIRE RATED WALLS SHALL MAINTAIN FIRE RATING AS SCHEDULED CONTINUOUSLY TO UNDERSIDE OF SLAB OR ROOF DECK.
- PARTITIONS ARE DIMENSIONED TO THE FACE OF THE GYPSUM/ VENEER/BACKER BOARD - NOT APPLIED FINISH MATERIAL (i.e. VENEER, CERAMIC TILE, ETC.).
- COORDINATE THE LOCATION OF FIRE RATED PARTITIONS WITH CODE PLANS. REFER TO STRUCTURAL DRAWINGS FOR REINFORCING OF ALL MASONRY PARTITIONS, INCLUDING TOP OF WALL ANCHORING, AND DESIGN OF LOAD BEARING PARTITIONS.
- HOLD ALL GYPSUM BOARD 1/2" ABOVE CONCRETE SLAB TO AVOID WICKING ACTION.
- CONTRACTOR TO PROVIDE FIRE RETARDANT BLOCKING IN FIRE RATED WALLS AS NECESSARY TO MOUNT FIXTURES, RAILS, MILLWORK, AND ACCESSORIES PER MANUFACTURER'S RECOMMENDATIONS TO MEET APPLICABLE BUILDING CODES. WHERE MASONRY CONSTRUCTION IS INDICATED, CONTRACTOR TO PROVIDE ANCHORS INTO MASONRY AND GROUT CELLS FULL AS REQUIRED TO MOUNT FIXTURES AND ACCESSORIES PER MANUFACTURER'S RECOMMENDATIONS.
- FIRE STOPPING IS REQUIRED AT: A. ALL PENETRATIONS THROUGH FIRE AND SMOKE RESISTIVE FLOOR AND ROOF CONSTRUCTION. B. ALL VOIDS AND JOINTS AT TOP AND BOTTOM OF ALL FIRE AND SMOKE RESISTIVE WALLS AND PARTITIONS. C. CONTROL AND EXPANSION JOINTS IN ALL FIRE / SMOKE RESISTIVE WALLS AND PARTITIONS AND FIRE RESISTIVE FLOOR AND ROOF CONSTRUCTION (07 8400).
- WHERE INTERIOR MASONRY IS TO BE EXPOSED, BULLNOSE CORNER UNITS TO BE USED. STARTER COURSE TO BE SQUARE UNIT WITH BULLNOSE ABOVE.
- WHERE MASONRY CONSTRUCTION IS INDICATED, CONTRACTOR SHALL COORDINATE LOCATION, SIZE, TYPE, AND SPACING OF ALL MASONRY ANCHORS AND REINFORCEMENT WITH STRUCTURAL DRAWINGS.
- WHERE GYPSUM BOARD IS INDICATED TO BE INSTALLED AT WET LOCATIONS, INCLUDING BUT NOT LIMITED TO TOILETS AND JANITOR'S CLOSETS, MOISTURE AND MOLD-RESISTANT GYPSUM BOARD SHALL BE PROVIDED.
- FOR WALL TYPES WHERE A UL LISTING IS INDICATED, REFERENCE LISTING FOR FULL ASSEMBLY REQUIREMENTS.

CODE PLAN LEGEND

- NEW CONSTRUCTION
- EXISTING CONSTRUCTION

CMBUP COMBINED EXIT LOAD (PERSON)

INDUP INDIVIDUAL ROOM EXIT LOAD (PERSON)

FE-# FIRE EXTINGUISHER AND CABINET TYPE DESIGNATION.
PORTABLE FIRE EXTINGUISHERS ARE REQUIRED TO BE INSTALLED IN ACCORDANCE WITH NFPA 10. REFER TO SECTION 104413 OF THE PROJECT MANUAL FOR CABINETS AND EXTINGUISHER TYPES.
RADIUS' INDICATED ON PLAN AS DASHED LINES

- EXISTING 1 HR CORRIDOR FIRE RATED SEPARATION
- EXISTING 1 HR FIRE RATED SEPARATION
- 1 HR CORRIDOR FIRE RATED SEPARATION
- EXISTING 2 HR FIRE RATED SEPARATION

ROOM NAME
ROOM NUMBER
SQUARE FEET/ OCCUPANT LOAD
FACTOR
NUMBER OF OCCUPANTS

ROOM NAME

SF##
OCCUP.

1A MAIN LEVEL CODE PLAN
G002 3/32" = 1'-0"

ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
ISSUED FOR: CONSTRUCTION DOCS
ISSUE DATE: 10/17/2024
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CODE PLAN

G002

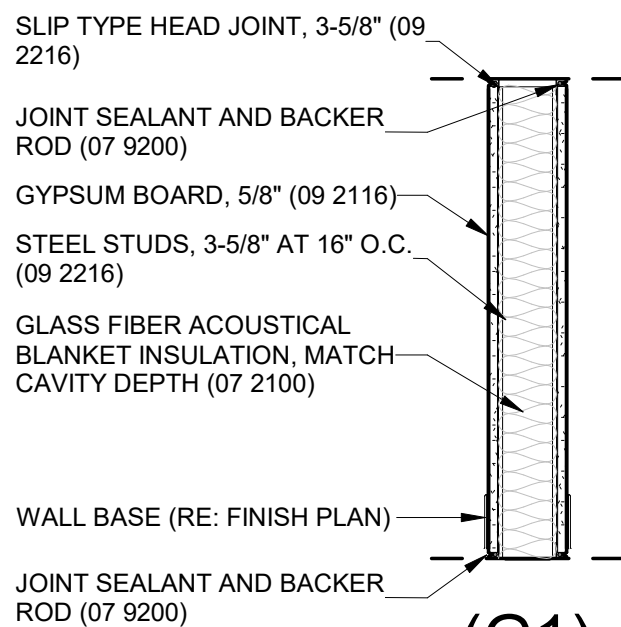


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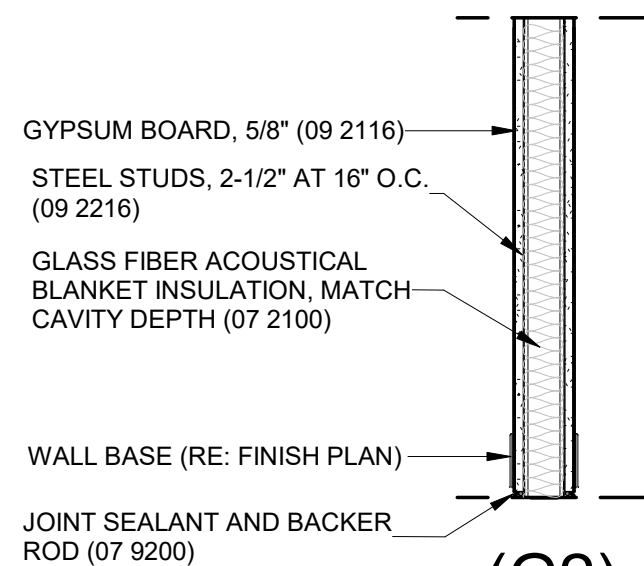
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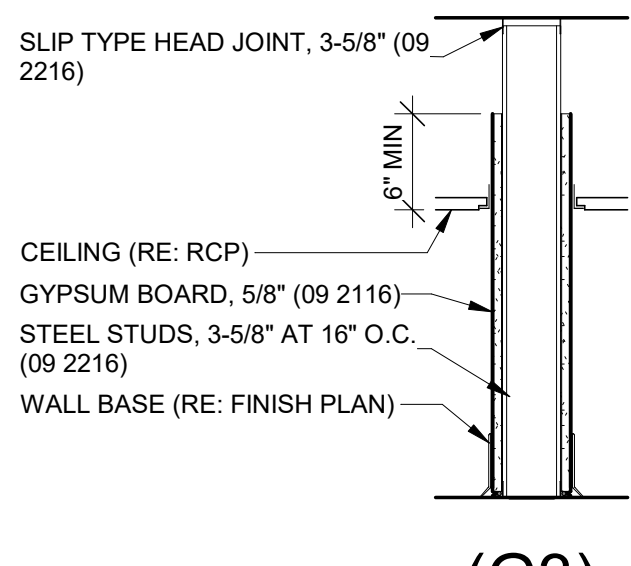
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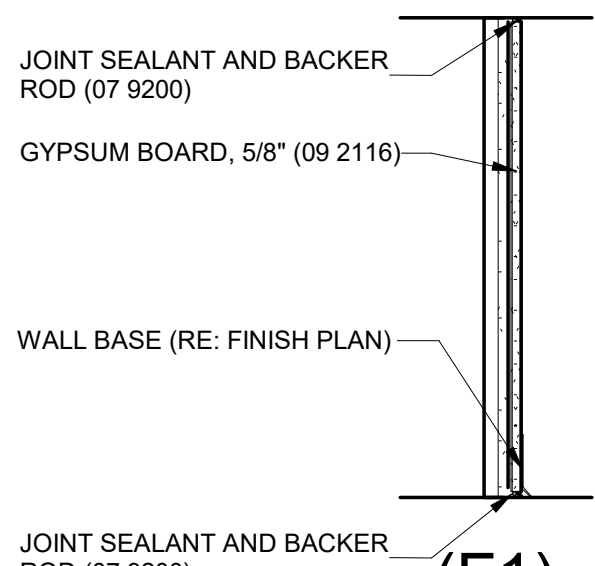
ONE LAYER OF 5/8" GWB ON BOTH SIDES OF 3 5/8" MTL STUD WITH GYP UP TO STRUCTURE



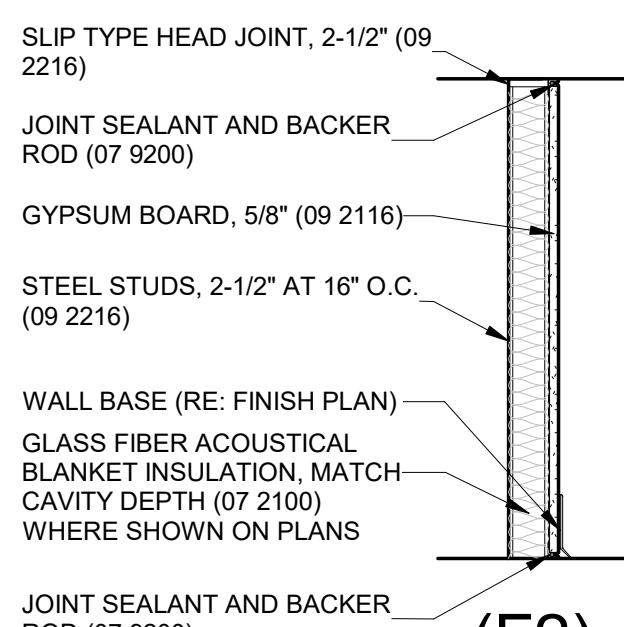
ONE LAYER OF 5/8" GWB ON BOTH SIDES OF 2 1/2" MTL STUD WITH GYP UP TO OPENING



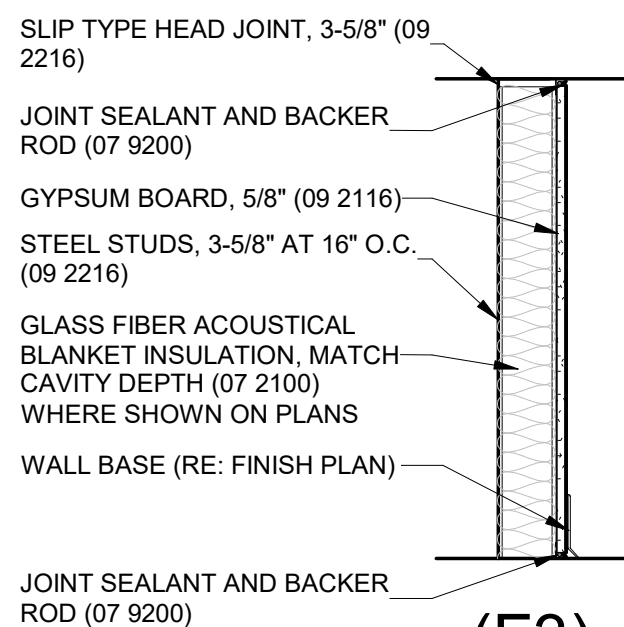
ONE LAYER OF 5/8" GWB ON BOTH SIDES OF 3 5/8" MTL STUD WITH GYP 6" ABOVE CEILING



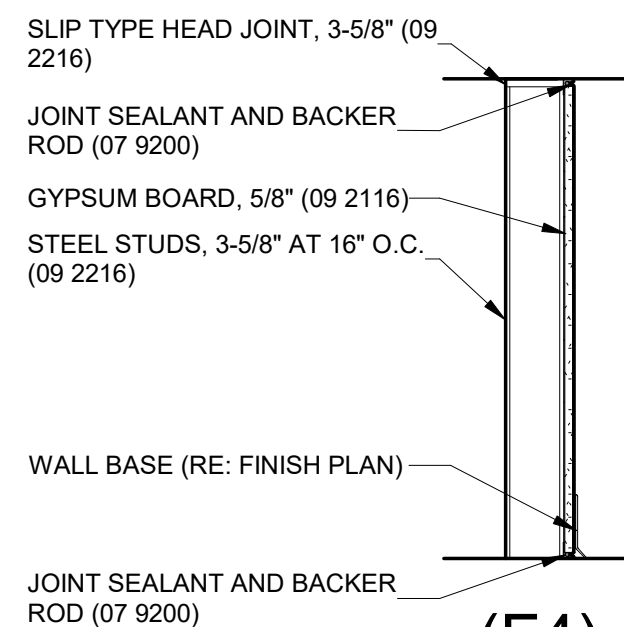
ONE LAYER OF 5/8" GWB ON ONE SIDE OF 7/8" MTL HAT CHANNEL WITH GYP UP TO STRUCTURE



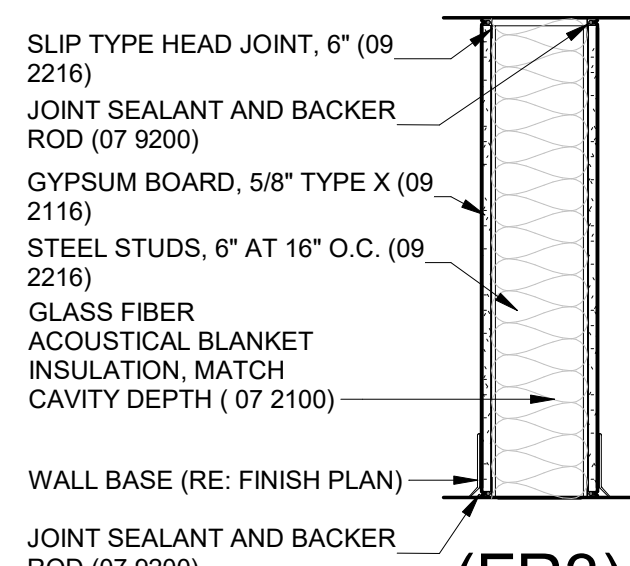
ONE LAYER OF 5/8" GWB ON ONE SIDE OF 2 1/2" MTL STUD WITH GYP UP TO STRUCTURE



ONE LAYER OF 5/8" GWB ON ONE SIDE OF 3 5/8" MTL STUD WITH GYP UP TO STRUCTURE UNLESS NOTED OTHERWISE



ONE LAYER OF 5/8" GWB ON ONE SIDE OF 3 5/8" MTL STUD WITH GYP UP TO STRUCTURE UNLESS NOTED OTHERWISE



1 HOUR PARTITION - U465 ONE LAYER OF 5/8" GWB TYPE "X" ON BOTH SIDES OF 6" MTL STUD WITH GYP UP TO STRUCTURE

TYPES - PARTITIONS
1" = 1'-0"

PLUMBING CODE REVIEW

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES:

COMMUNITY CENTER

NO CHANGE IN USE FOR RENOVATED AREAS.

OCCUPANCY TYPE: A-3
WATER CLOSETS REQ. (MALE): 1 PER 125
WATER CLOSETS REQ. (FEMALE): 1 PER 85
LAVATORIES REQ. (M / F): 1 PER 200
DRINKING FOUNTAINS: 1 PER 500
SERVICE SINKS: 1

TOTAL OCCUPANTS PER FLOOR: 4 LOWER LEVEL (BASEMENT UNDER STAGE)
452 MAIN LEVEL
455 TOTAL

OCC.	PEOPLE	WCs	URINALS	LAVS.	DRINKING FOUNTAINS
		REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED
M:	228	2 1	- 2	2 2	- -
W:	228	4 4	- -	2 2	- -
TOTAL:	456	6 5	- 2	4 4	1 2

ADMINISTRATION AND OFFICES

NO CHANGE IN USE FOR RENOVATED AREAS.

OCCUPANCY TYPE: B
WATER CLOSETS REQ. (MALE): 1 PER 25 (FOR THE FIRST 50)
WATER CLOSETS REQ. (FEMALE): 1 PER 25 (FOR THE FIRST 50)
LAVATORIES REQ. (M / F): 1 PER 100*
DRINKING FOUNTAINS: 1 PER 100*
SERVICE SINKS: 1

TOTAL OCCUPANTS: 20

OCC.	PEOPLE	WCs	URINALS	LAVS.	DRINKING FOUNTAINS
		REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED
M:	10	1 1	- -	1 1	- -
W:	10	1 3	- -	1 1	- -
TOTAL:	20	2 4	- -	2 3	1 -

*WATER AND REFRIGERATION PROVIDED IN THE CORRIDORS AND IN THE ADMIN AREA.

CHILD DEVELOPMENT CENTER

NO CHANGE IN USE FOR RENOVATED AREAS.

OCCUPANCY TYPE: E
WATER CLOSETS REQ. (MALE): 1 PER 50
WATER CLOSETS REQ. (FEMALE): 1 PER 50
LAVATORIES REQ. (M / F): 1 PER 50**
DRINKING FOUNTAINS: 1 PER 100*
SERVICE SINKS: 1

TOTAL OCCUPANTS: 36

OCC.	PEOPLE	WCs	URINALS	LAVS.	DRINKING FOUNTAINS
		REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED	REQ. / PROVIDED
M:	18	1 1	- -	1 1	- -
W:	18	1 1	- -	1 1	- -
TOTAL:	36	2 2	- -	2 2	1 -

*WATER AND REFRIGERATION PROVIDED IN SERVE/KITCHEN ROOMS.

**LAVS PROVIDED IN THE CLASSROOM FOR CHILD DEVELOPMENT PURPOSES.

PROJECT INFORMATION
PROJECT NAME: ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS
OWNER: CITY OF ROELAND PARK, KANSAS
LOCATION: 4850 ROSEWOOD DRIVE, ROELAND PARK, KANSAS 66205
DESCRIPTION: INTERIOR IMPROVEMENTS TO AN EXISTING BUILDING.
RENOVATED AREAS WILL CONTINUE TO OPERATE AS AN ASSEMBLY / COMMUNITY CENTER.

APPLICABLE DESIGN BUILDING CODES AND STANDARDS

2018: INTERNATIONAL BUILDING CODE (IBC)
2018: INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2018: INTERNATIONAL FIRE CODE (IFC)
2018: INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2017: NATIONAL ELECTRICAL CODE (NEC); NFPA 70
2018: INTERNATIONAL FUEL GAS CODE (IFGC)
2018: INTERNATIONAL PLUMBING CODE (IPC)
2018: INTERNATIONAL MECHANICAL CODE (IMC)
2010: ADA ACCESSIBILITY GUIDELINES (ADAAG)
2009: ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES (ICC/ANSI A117.1)*

*IMPROVEMENTS IN PHASE II TO THE EXISTING FACILITY WILL COMPLY AND HELP SERVE THE PUBLIC WHEN IT IS READILY ACHIEVABLE TO DO SO OR WHEN THE BARRIER REMOVAL IS EASILY ACCOMPLISHABLE AND ABLE TO BE CARRIED OUT WITHOUT MUCH DIFFICULTY OR EXPENSE.

PROJECT DATA SUMMARY (SECTIONS 304, 310, AND 311 TABLES 504.3, 504.4, 506.2, AND 506.3)

OCCUPANCY CLASSIFICATION: A-3, ASSEMBLY (PRIMARY OCCUPANCY)
CONSTRUCTION TYPE: II-B, NONSPRINKLERED

ALLOWABLE AREA: 16,625 SF (9,500SF + 7,125SF FRONTAGE INCREASE)
ACTUAL AREA: LOWER LEVEL (BASEMENT): 741 SQUARE FEET
MAIN LEVEL: 17,807 SQUARE FEET
TOTAL SF: 18,548 SQUARE FEET

ALLOWABLE HEIGHT: 2 STORIES, 55 FEET (ABOVE GRADE PLANE)
ACTUAL HEIGHT: 1 STORIES, 20 FEET (ABOVE GRADE PLANE)

INCIDENTAL USE AREAS - SEPARATION-PROTECTION REQUIREMENTS (TABLE 509)

THE FOLLOWING INCIDENTAL USE AREAS SHALL BE SEPARATED FROM THE REMAINDER OF THE BUILDING BY CONSTRUCTION CAPABLE OF RESISTING THE PASSAGE OF SMOKE AND BY CONSTRUCTION CAPABLE OF RESISTING THE PASSAGE OF FIRE OR PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM.

- STORAGE ROOMS OVER 100 SF:
- MECHANICAL ROOMS, WHERE ANY PIECE OF EQUIPMENT IS OVER 400,000 BTU/HR OUTPUT OR BOILERS OVER 15 PSI/ 10 HP.

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HRS) - (TABLE 601)

STRUCTURAL FRAME (COLUMNS, GIRDERS, BEAMS, TRUSSES SPANDRELS): 0 HRS
BEARING WALLS (EXTERIOR): 0 HRS
BEARING WALLS (INTERIOR): 0 HRS
NON-BEARING WALLS (EXTERIOR): 0 HRS
NON-BEARING WALLS (INTERIOR): 0 HRS
FLOOR CONSTRUCTION (BEAMS, JOISTS, DECKING): 0 HRS
ROOF CONSTRUCTION (BEAMS, JOISTS, DECKING): 0 HRS

FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (HRS) (TABLE 602)

USE GROUP: A-3
FIRE SEPARATION DISTANCE IN FEET (HRS): X ≥ 30' 0 HRS RATING

CORRIDOR FIRE-RESISTANCE RATING (HRS) - (TABLE 1020.1)

OCCUPANCY TYPE A (GREATER THAN 30) - 1 HR, NON-SPRINKLERED

OCCUPANCY LOAD CRITERIA

(SEE CODE PLANS FOR OCCUPANCY AND EGRESS PLAN CALCULATIONS)

ASSEMBLY SPACES: 155F NET / OCC. (UNCONCENTRATED - TABLES AND CHAIRS)
BUSINESS AREAS: 100SF GROSS / OCC.
DAY CARE: 355F NET / OCC.
LOCKER ROOMS: 50SF GROSS / OCC.
EXERCISE ROOMS: 50SF GROSS / OCC.
CLASSROOM AREA: 20SF GROSS / OCC.
SHOPS AND OTHER VOCATIONAL ROOMS: 50 SF GROSS / OCC.
KITCHENS: 200SF GROSS / OCC.
ACCESSORY STORAGE AREAS: 300SF GROSS/ OCC.
MECHANICAL EQUIPMENT ROOM: 300SF GROSS / OCC.

EGRESS WIDTH PER OCCUPANT SERVED

OTHER EGRESS COMPONENTS (INCHES/ OCCUPANT): 0.20"
36" DOOR (33" clear) = 165 MAX OCCUPANTS
72" DOOR (68" clear) = 360 MAX OCCUPANTS

ALL EXISTING EXITS FOR EGRESS WILL REMAIN AND WILL BE MAINTAINED.

NUMBER OF EXITS PER OCCUPANT LOAD

1 EXITS: 49 MAX.
2 EXITS: 1-500
3 EXITS: 501-1,000
4 EXITS: GREATER THAN 1000

MINIMUM CORRIDOR WIDTH

ALL EXISTING CORRIDORS FOR EGRESS WILL REMAIN AND WILL BE MAINTAINED.

DEAD ENDS

20' IN LENGTH

ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
ISSUED FOR: CONSTRUCTION DOCS
ISSUE DATE: 10/17/2024
© 2024 SFS ARCHITECTURE
CODE SUMMARY AND PARTITION TYPES

G003

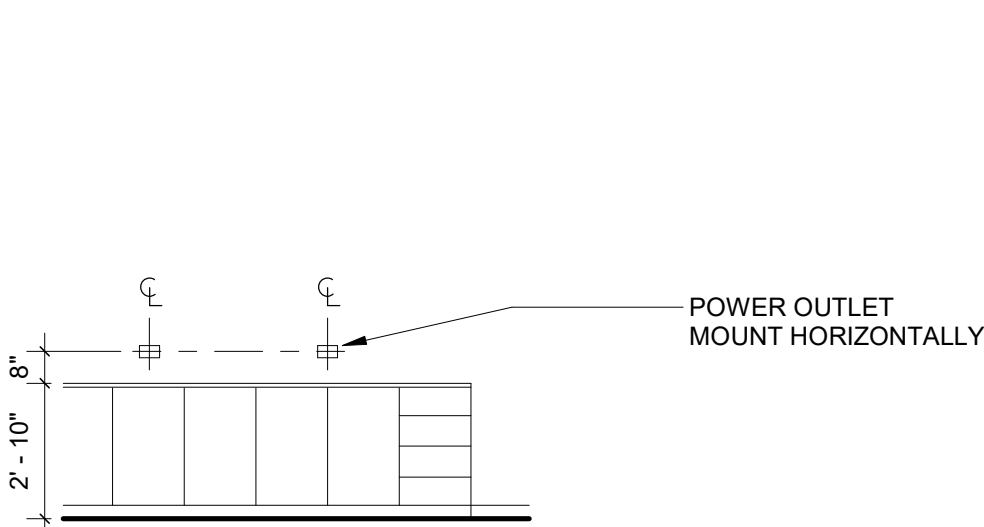


A

B

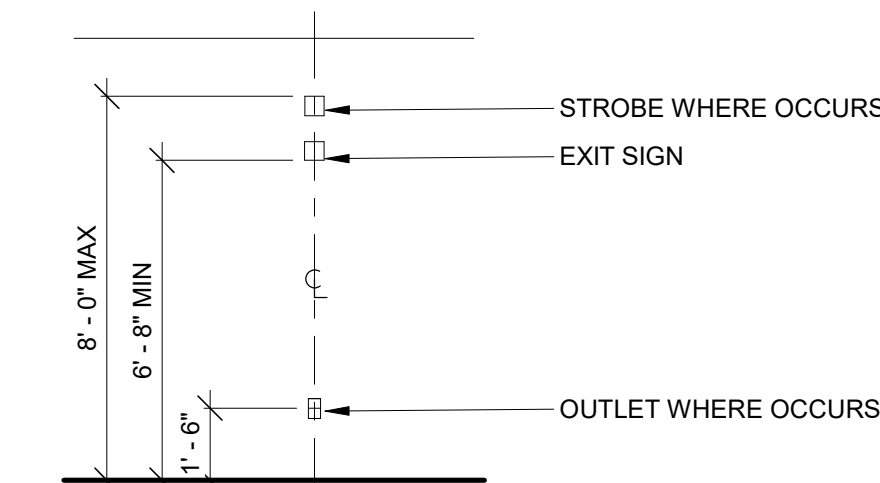
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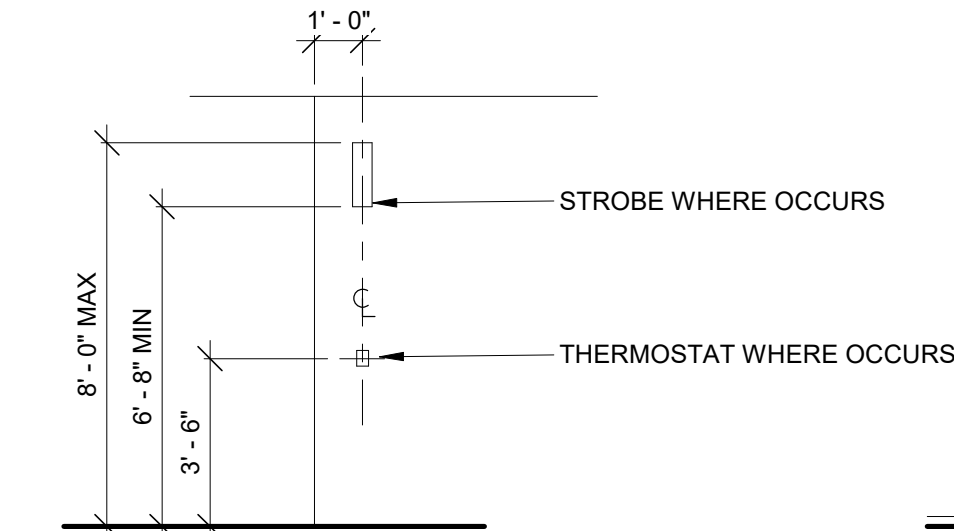


17 LOCATIONS at MILLWORK COUNTERS MAX 24" DEPTH OUTLETS

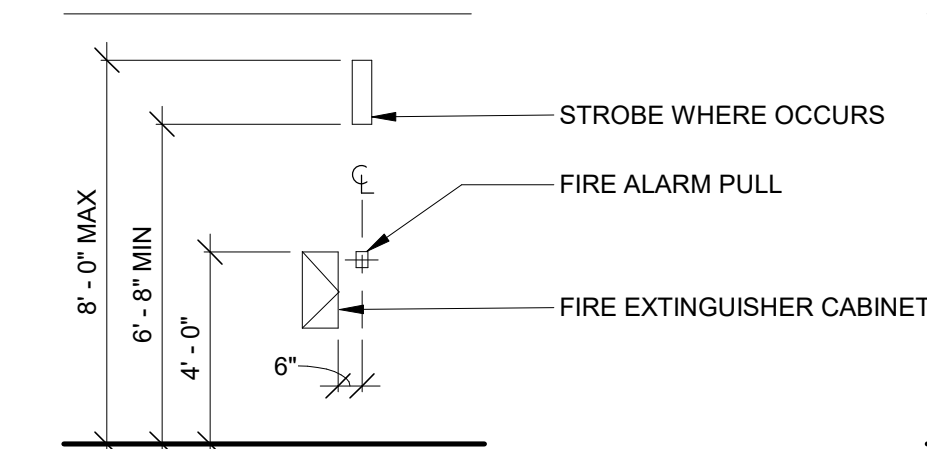
1A TYPICAL MOUNTING LOCATIONS
G005 NTS



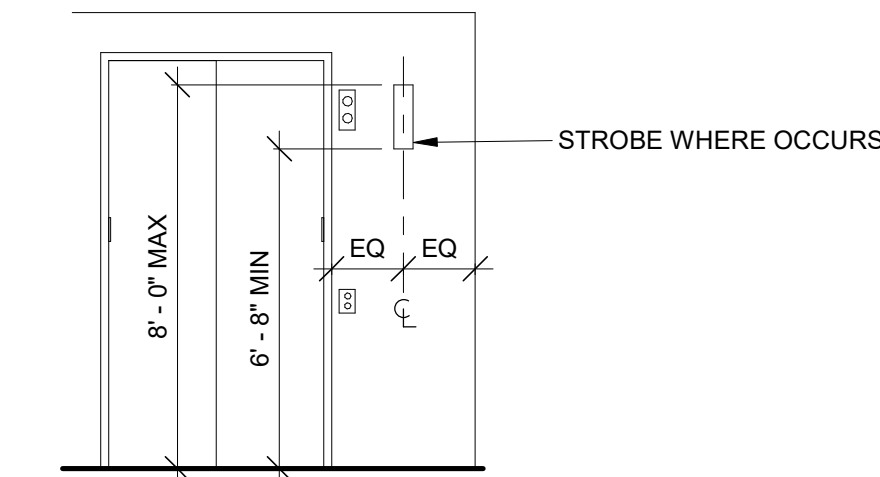
22 LOCATION FOR EXIT SIGNS (WALL MOUNTED)



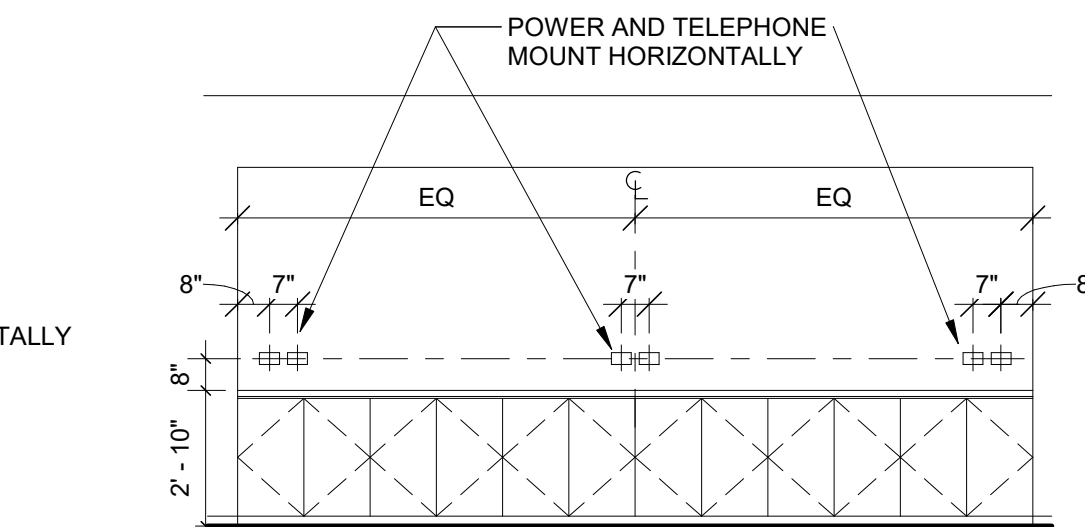
21 LOCATIONS at CORNERS with STROBES and THERMOSTATS



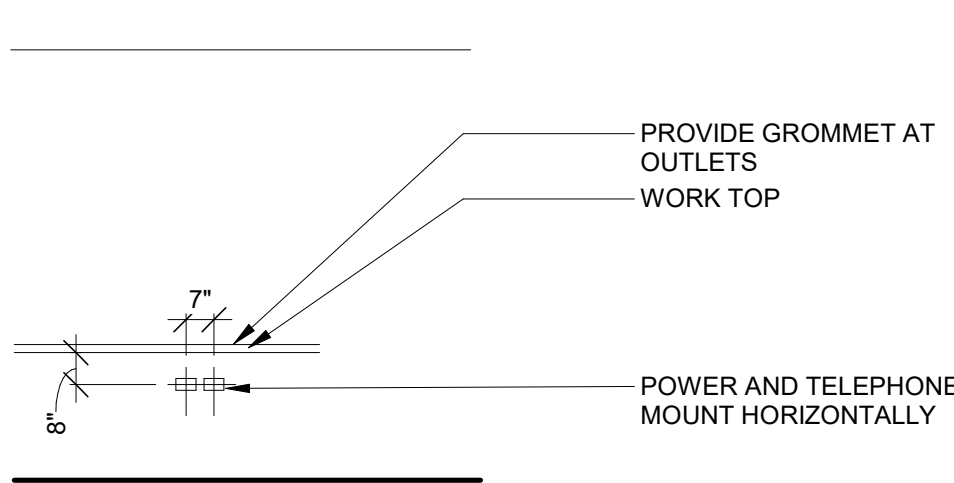
20 LOCATIONS at FIRE EXTINGUISHER CABINET STROBES and FIRE ALARM PULLS



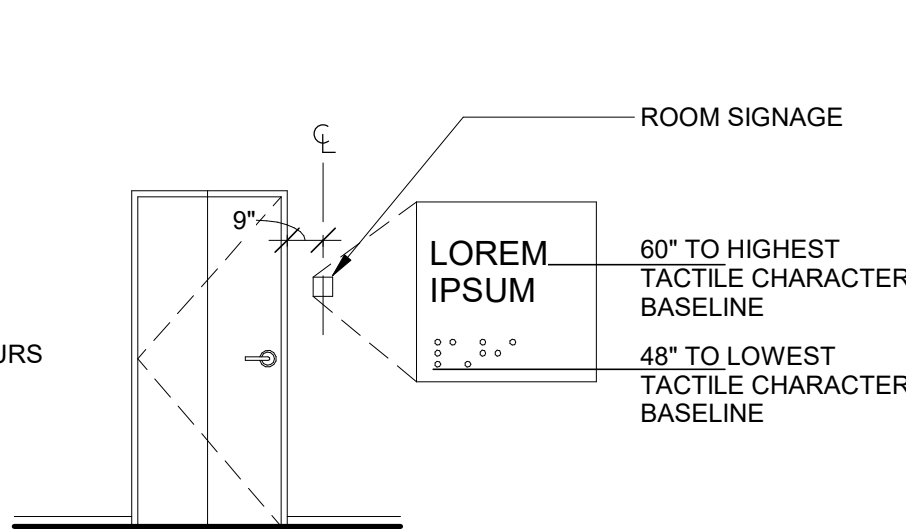
19 LOCATIONS at FREIGHT ELEVATORS STROBES



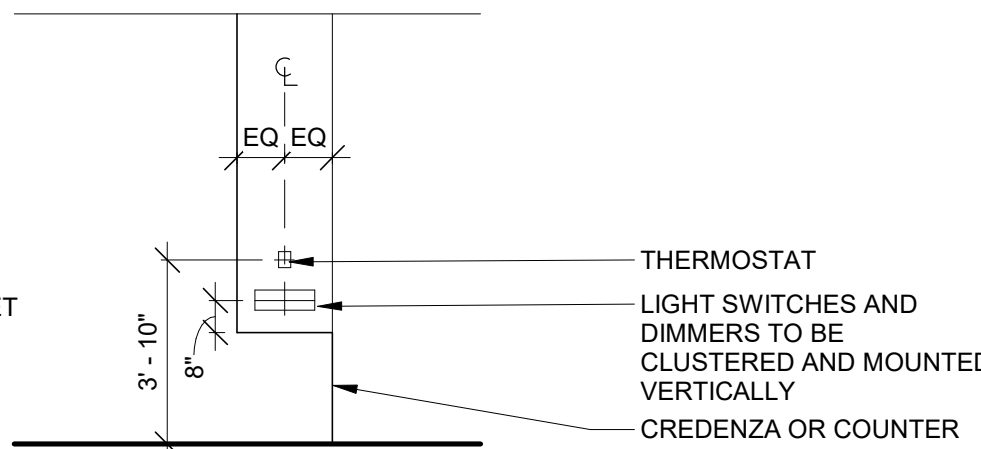
18 LOCATIONS at MILLWORK COUNTERS MAX 24" DEPTH OUTLETS



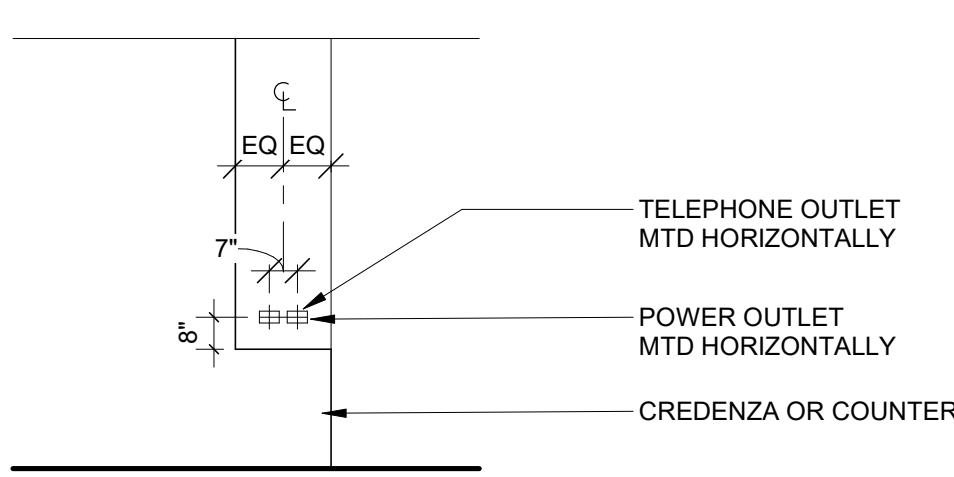
16 LOCATIONS at WORK SURFACES OUTLETS



15 LOCATION FOR TYPICAL SIGNS



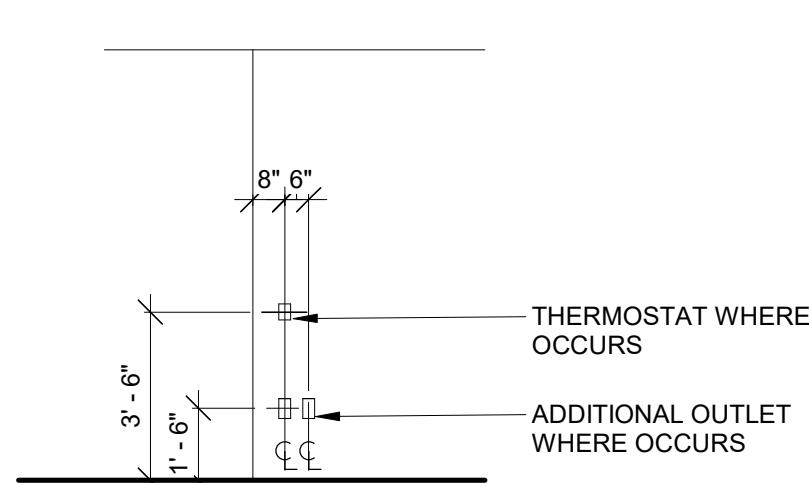
14 LOCATIONS at CREDENZAS or COUNTERS SWITCHES and THERMOSTATS



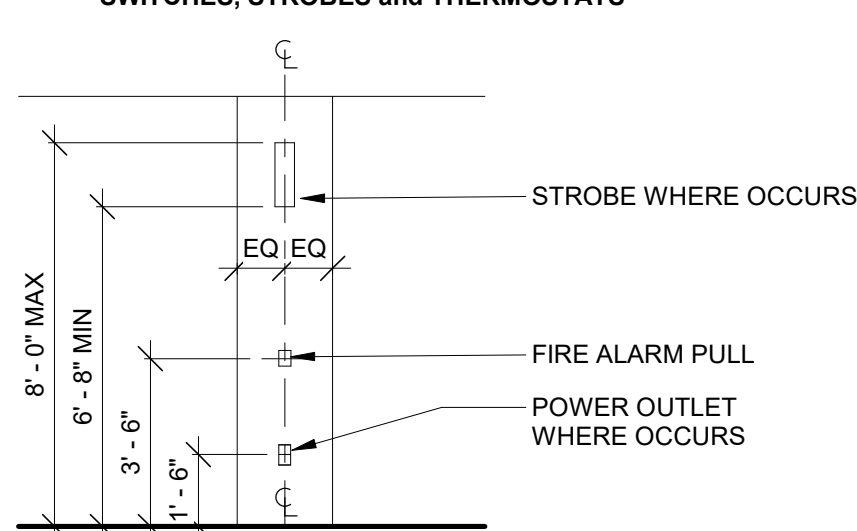
13 LOCATIONS at CREDENZAS or COUNTERS OUTLETS



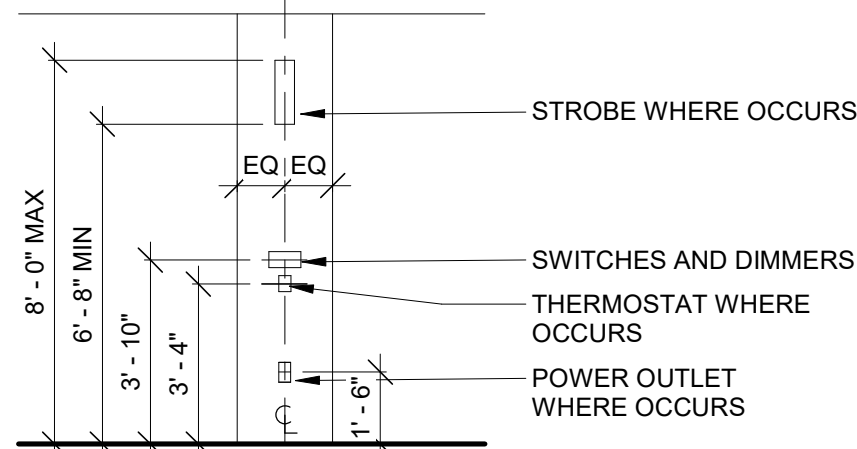
10 LOCATIONS at CORNERS OUTLETS



9 LOCATIONS at COLUMNS, BETWEEN DOORS, ETC. OUTLETS, STROBES and FIRE ALARM PULLS



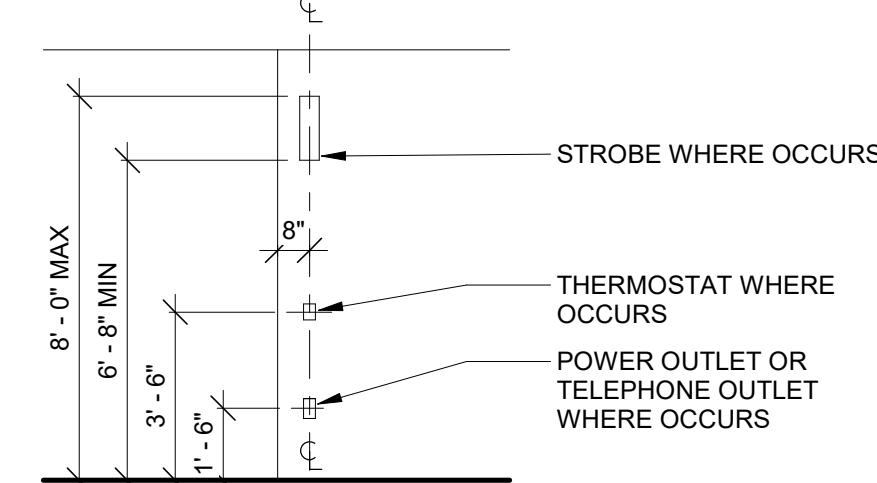
8 LOCATIONS at COLUMNS, BETWEEN DOORS, ETC. SWITCHES, STROBES and THERMOSTATS



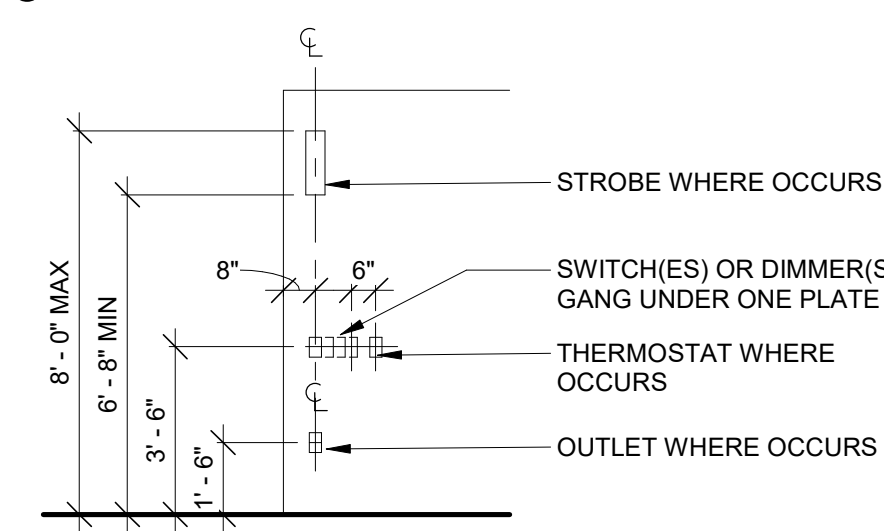
7 LOCATIONS at COLUMNS, BETWEEN DOORS, ETC. OUTLET GROUPS, STROBES and THERMOSTATS



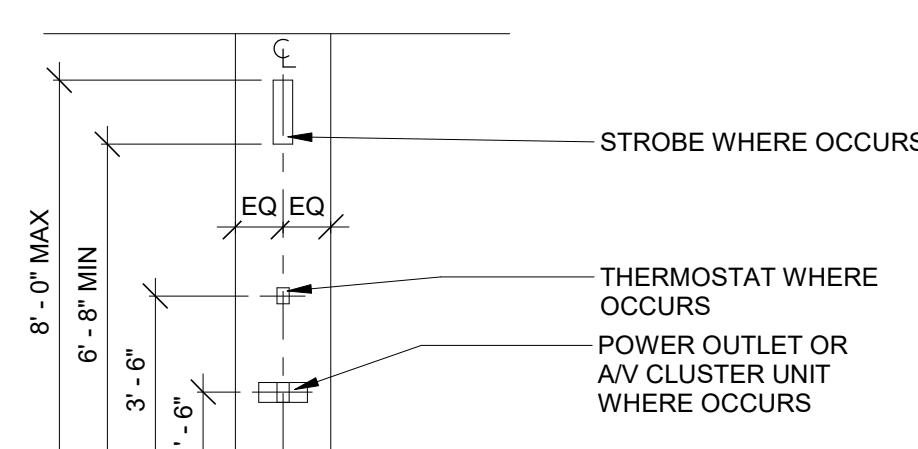
12 LOCATIONS at CORNERS OUTLETS, STROBES and THERMOSTATS



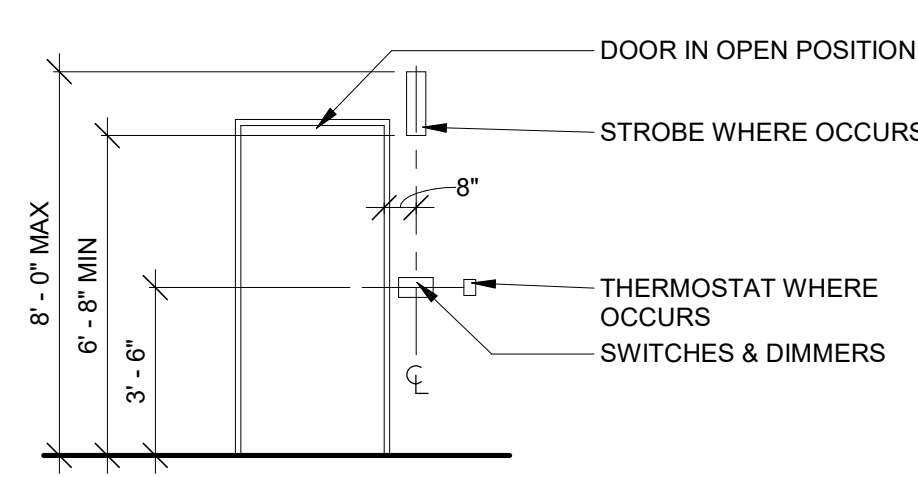
11 LOCATIONS at CORNERS SWITCHES, OUTLETS, STROBES and THERMOSTATS



6 LOCATIONS at COLUMNS, BETWEEN DOORS, ETC. OUTLETS, STROBES and THERMOSTATS



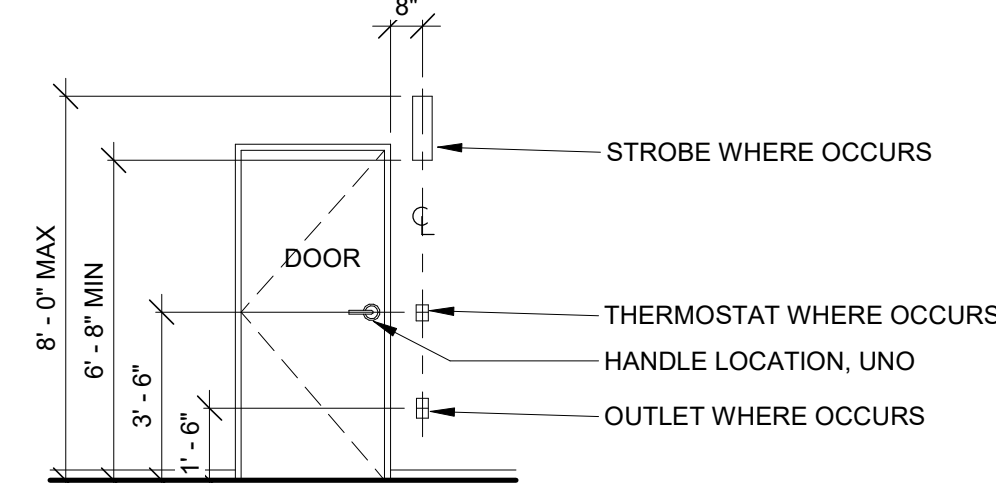
5 LOCATIONS at OPEN DOORS SWITCHES, STROBES and THERMOSTATS



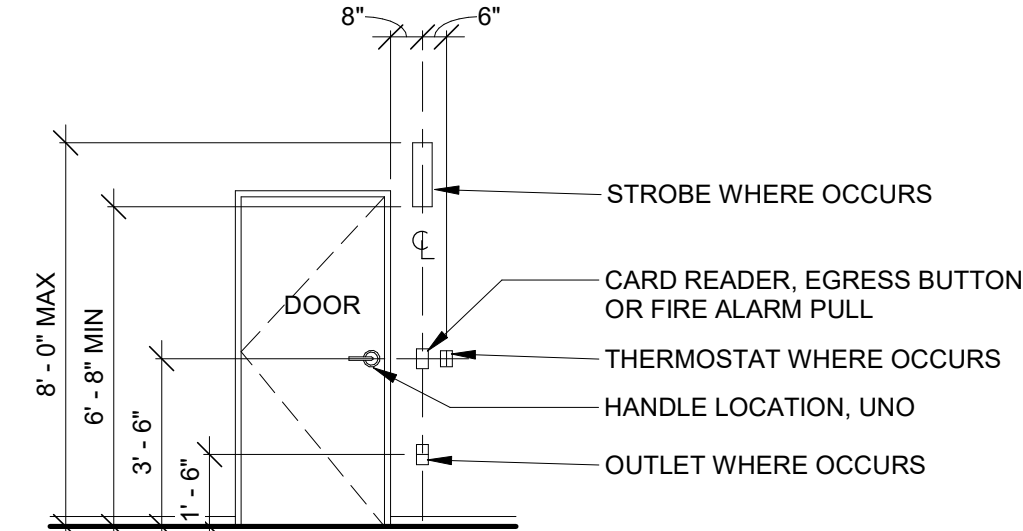
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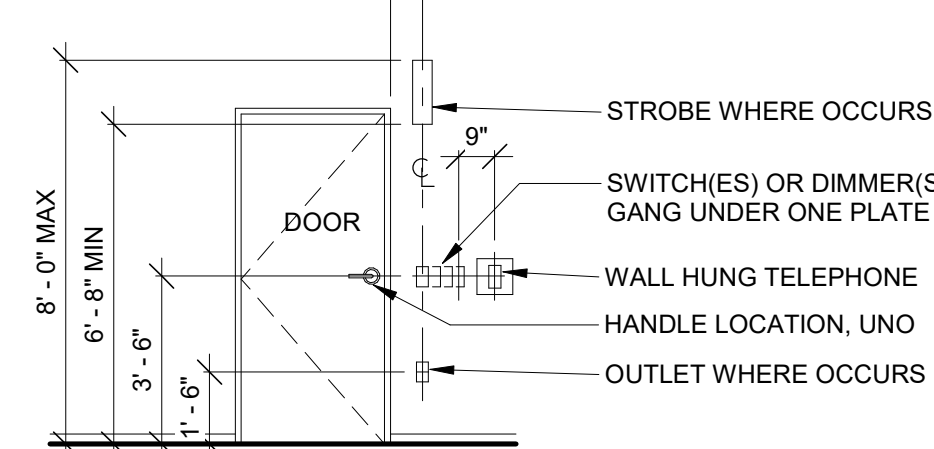
4 LOCATIONS at DOOR JAMBS THERMOSTAT, STROBE or OUTLET



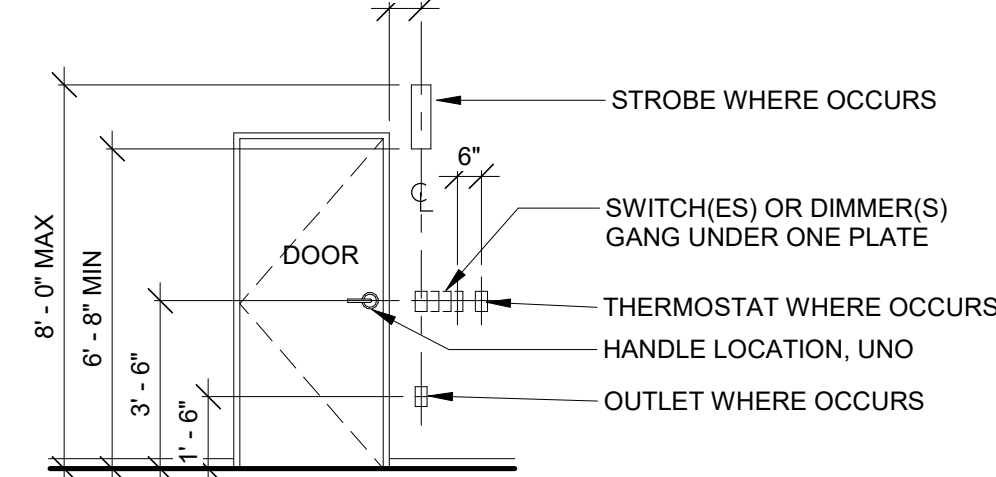
3 LOCATIONS at DOOR JAMBS CARD READER, EGRESS BUTTON or FIRE ALARM PULL



2 LOCATIONS at DOOR JAMBS SWITCH and TELEPHONE



1 LOCATIONS at DOOR JAMBS SWITCH and THERMOSTAT



4

SYMBOLS - PROJECT
1/8" = 1'-0"

NEW GRID IDENTIFIER
EXISTING GRID IDENTIFIER

View Name
A### 1/8" = 1'-0"

1 SIM BUILDING SECTION REFERENCE TAG
1 SIM WALL SECTION REFERENCE TAG
1 SIM DETAIL SECTION REFERENCE TAG

##Ref A101#Ref INTERIOR ELEVATION REFERENCE
##Ref A101#Ref INTERIOR ELEVATION REFERENCE

A101# EXTERIOR ELEVATION REFERENCE
A101# EXTERIOR ELEVATION REFERENCE

1 NORTH ARROW
DRAWING REVISION

101 DOOR INDICATION TAG
PARTITION TYPE

NAME Elevation
101 DOOR INDICATION TAG
PARTITION TYPE

PROJECT SYMBOLS
NEW CONSTRUCTION
EXISTING CONSTRUCTION
ROOM NAME
ROOM NAME AND NUMBER
CENTER LINE
MATCH LINE

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
ISSUED FOR: CONSTRUCTION DOCS
ISSUE DATE: 10/17/2024
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PROJECT SYMBOLS AND TYP. MOUNTING HEIGHTS

G005

ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205



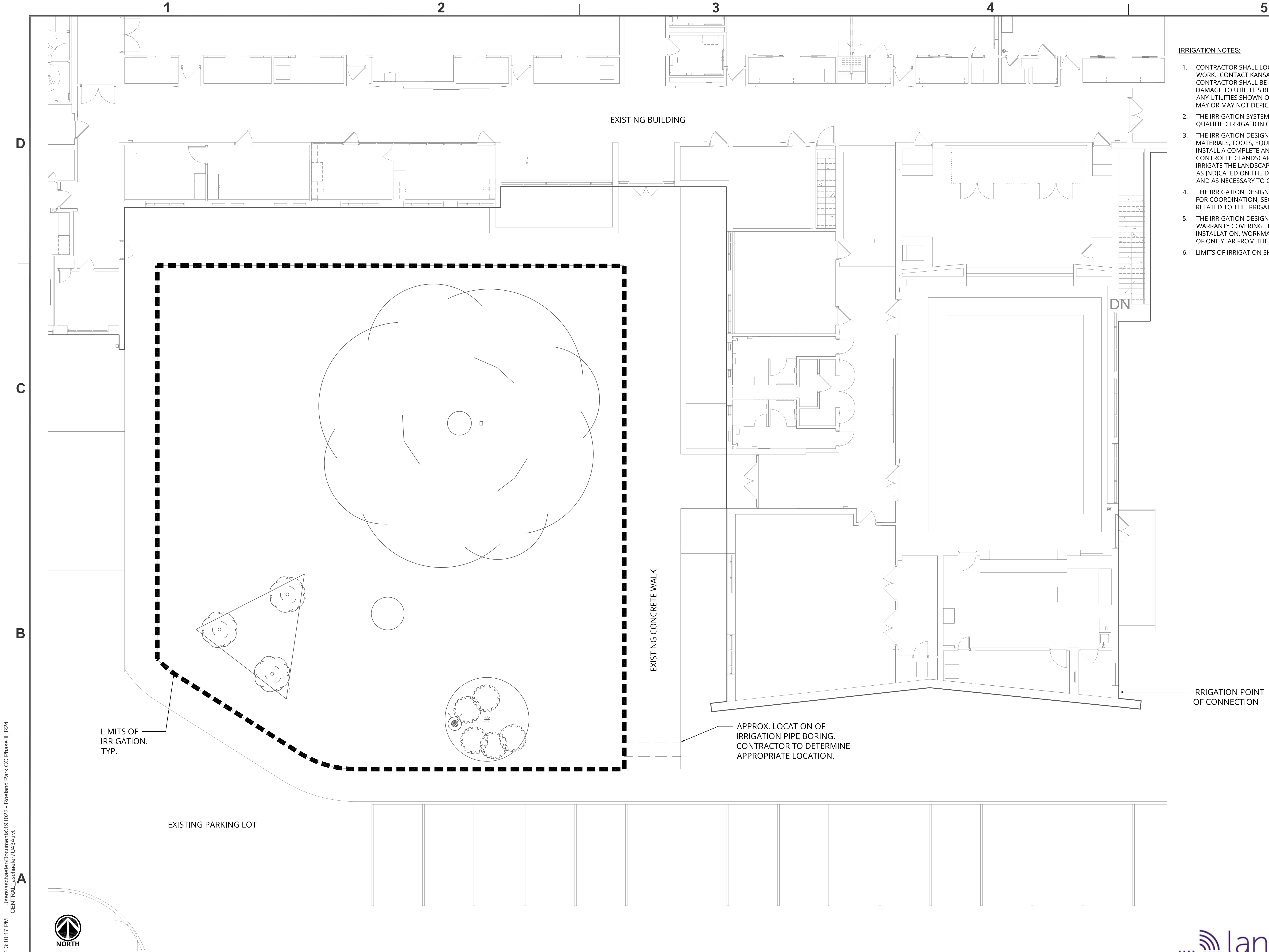
sfsarchitecture
2100 Central St., Suite 317, Kansas City, MO 64108
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L1
L100 IRRIGATION LIMITS PLAN
1/8" = 1'-0"



IRRIGATION NOTES:

1. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE COMMENCING WORK. CONTACT KANSAS ONE CALL AT 8-1-1 TO FILE A LOCATE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES RESULTING FROM IRRIGATION OPERATIONS. ANY UTILITIES SHOWN ON PLAN ARE FOR REFERENCE ONLY AND MAY OR MAY NOT DEPICT THE ACTUAL LOCATION OF SERVICES.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND BUILT BY A QUALIFIED IRRIGATION CONTRACTOR.
3. THE IRRIGATION DESIGN CONTRACTOR SHALL FURNISH ALL MATERIALS, TOOLS, EQUIPMENT, AND LABOR TO DESIGN AND INSTALL A COMPLETE AND OPERABLE AUTOMATICALLY CONTROLLED LANDSCAPE IRRIGATION SYSTEM REQUIRED TO IRRIGATE THE LANDSCAPING AND VEGETATION WITHIN THE LIMITS AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS AND AS NECESSARY TO COMPLETE THE CONTRACT.
4. THE IRRIGATION DESIGN CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION, SEQUENCING, AND SCHEDULING ALL WORK RELATED TO THE IRRIGATION SYSTEM.
5. THE IRRIGATION DESIGN CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY COVERING THE ENTIRE SYSTEM AGAINST DEFECTS IN INSTALLATION, WORKMANSHIP, AND EQUIPMENT FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
6. LIMITS OF IRRIGATION SHOWN ON PLAN.



**ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS**

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

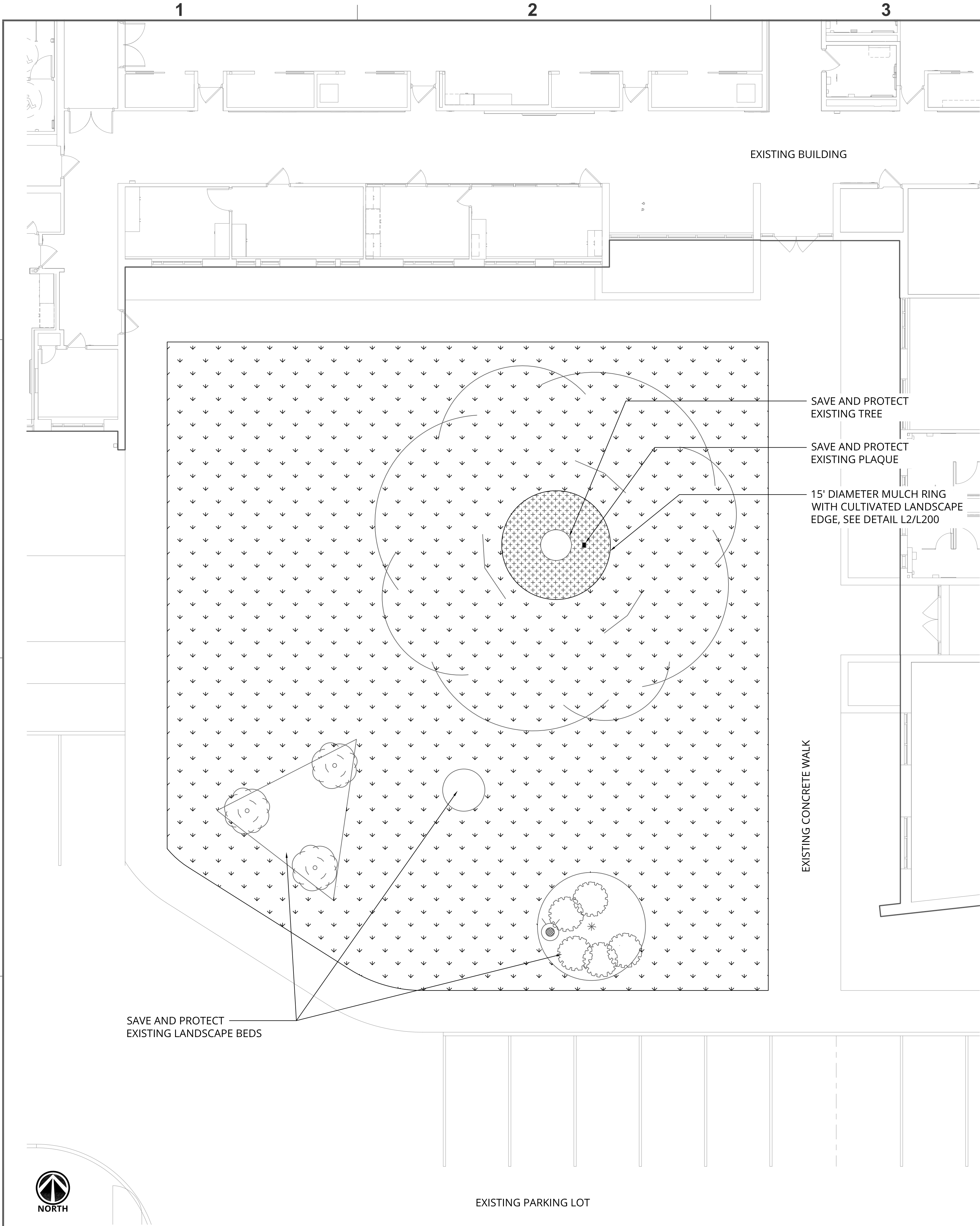
SFS PROJECT NO: 191022-12
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**IRRIGATION
LIMITS PLAN**

L100

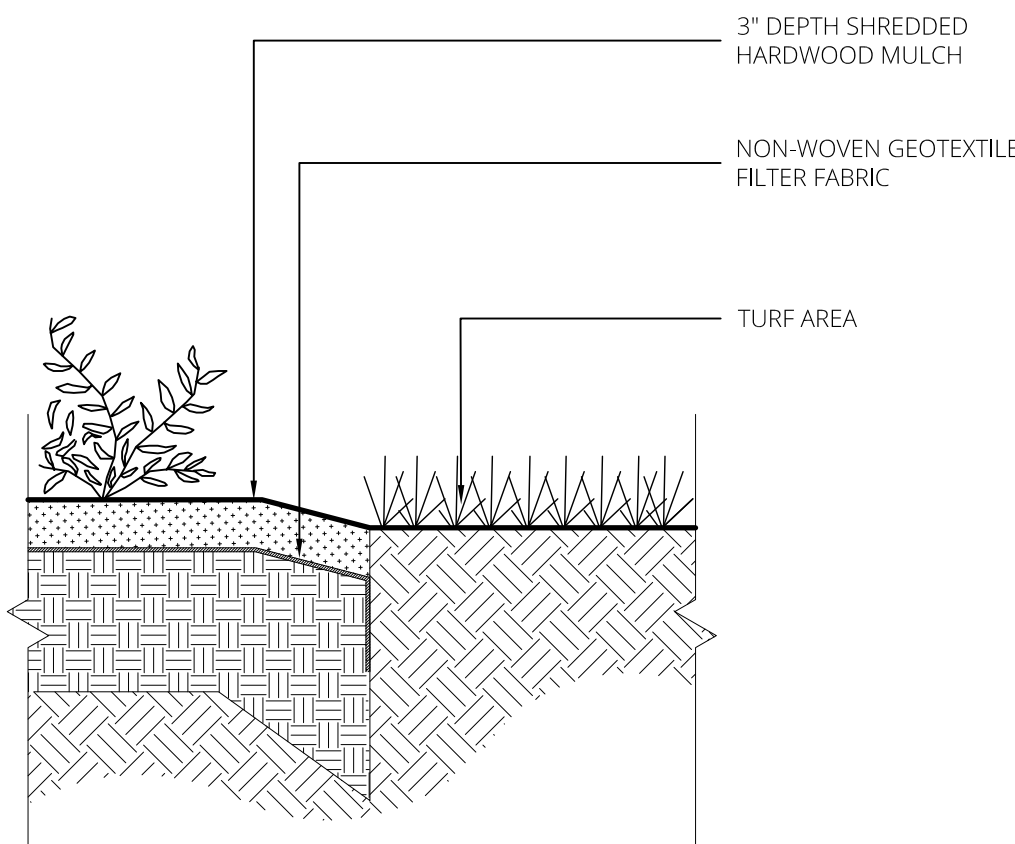


102 S. Cherry St. Olathe, KS 66061
Phone: 913-780-6707 www.landworksstudio.com

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L1 LANDSCAPE PLAN
1/8" = 1'-0"



L2 CULTIVATED LANDSCAPE EDGE
1" = 1'-0"

LANDSCAPE NOTES:

1. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE COMMENCING WORK. CONTACT KANSAS ONE CALL AT 8-1-1 TO FILE A LOCATE REQUEST PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES RESULTING FROM LANDSCAPE OPERATIONS. ANY UTILITIES SHOWN ON PLAN ARE FOR REFERENCE ONLY AND MAY OR MAY NOT DEPICT THE ACTUAL LOCATION OF SERVICES.
2. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT LANDSCAPE ARCHITECT'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REVISE PLANT LIST AS DEEMED NECESSARY.
3. QUANTITIES OF MATERIALS SHOWN ON THE LANDSCAPE PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLANTING PLAN PRIOR TO BIDDING.
4. REPORT ANY DISCREPANCIES IN THE LANDSCAPE PLAN TO THE LANDSCAPE ARCHITECT, PRIOR TO PURCHASING MATERIALS OR STARTING CONSTRUCTION.
5. UNLESS OTHERWISE NOTED, ALL AREAS NOT DESIGNATED AS PAVEMENT OR BUILDING WILL BE SEEDED, SODDED, OR LANDSCAPED WITH PLANT MATERIALS.
6. THE CONTRACTOR SHALL PROVIDE ALL WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL PROVISIONAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANT'S HEALTHY CONDITION.
7. REMOVE ALL RUBBISH, EQUIPMENT, AND MATERIAL AND LEAVE THE AREA IN A NEAT, CLEAN CONDITION EACH DAY. MAINTAIN PAVED AREAS UTILIZED FOR HAULING EQUIPMENT AND MATERIALS BY OTHER TRADES IN A CLEAN AND UNOBSTRUCTED CONDITION AT ALL TIMES. REMOVE SOIL OR DIRT THAT ACCUMULATES DUE TO PLANTING OPERATIONS EACH DAY.
8. PROVIDE AND INSTALL A 3" LAYER OF SHREDDED HARDWOOD BARK MULCH IN NEW PLANTING BED SURROUNDING EXISTING TREE. MULCH SHALL CONSIST OF PURE WOOD, BROWN IN COLOR, AND BE FREE OF ALL FOREIGN SUBSTANCES. PROVIDE AND INSTALL PRE-EMERGENT HERBICIDE PRIOR TO MULCH INSTALLATION PER MANUFACTURERS INSTRUCTIONS.



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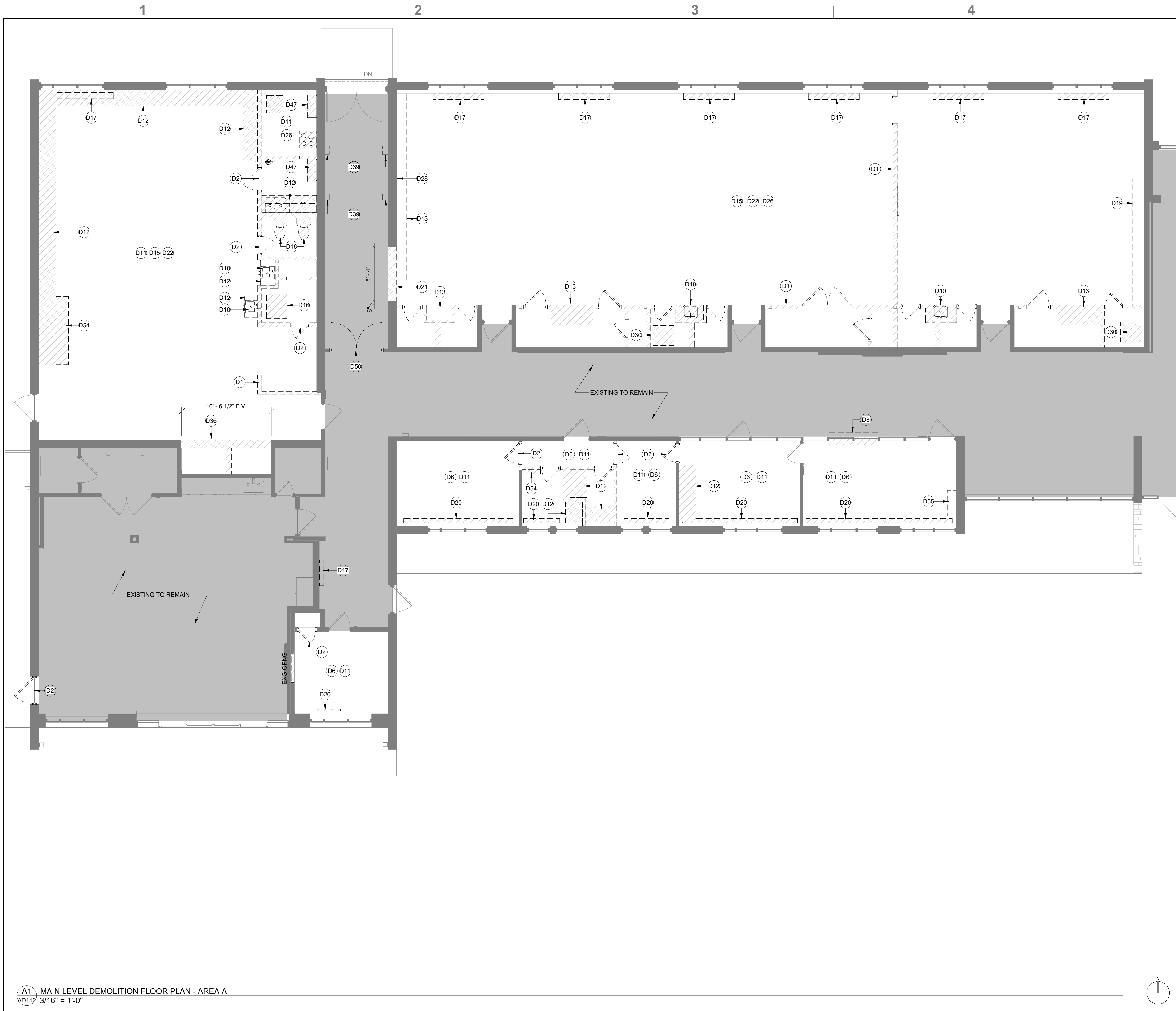
ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

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LANDSCAPE
PLAN

L200



GENERAL NOTES - DEMOLITION

- DIMENSIONS SHOWN ON DRAWINGS ARE TO THE FINISHED FACE OF MATERIAL AND/OR CENTERLINES OF STRUCTURE, UNLESS NOTED OTHERWISE.
- AT LOCATIONS WHERE NEW WORK IS REQUIRED, INCLUDING BUT NOT LIMITED TO PLENUM SPACES, CHASES, WALL CONSTRUCTION, AND CEILING HEIGHTS, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PREPARING BIDS.
- CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT ALL ADJACENT WORK NOT INDICATED TO BE DEMOLISHED PRIOR TO COMMENCEMENT OF DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND REPAIR CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE.
- AT LOCATIONS WHERE PORTIONS OF WALL OR CEILING CONSTRUCTION AND DOORS OR WINDOWS AND THEIR FRAMES ARE SCHEDULED TO BE REMOVED, PATCH AND REPAIR ADJACENT WALL OR CEILING CONSTRUCTION WITH MATCHING FINISH MATERIAL AND CONSTRUCTION, UNLESS NOTED OTHERWISE.
- PATCH HOLES IN FLOOR CONSTRUCTION AND WALLS CREATED BY REMOVAL OF CASEWORK, SPECIALTIES, MECHANICAL EQUIPMENT, DUCTWORK, CONDUITS AND PIPES. PROVIDE APPROPRIATE PENETRATION FIRESTOPPING TO MAINTAIN REQUIRED FIRE RATING. REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DEMOLITION DRAWINGS FOR ASSOCIATED WORK.
- CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND BRACING OF PARTIALLY DEMOLISHED CONSTRUCTION AND STRUCTURAL ELEMENTS AS REQUIRED TO MAINTAIN SAFE WORKING CONDITIONS.

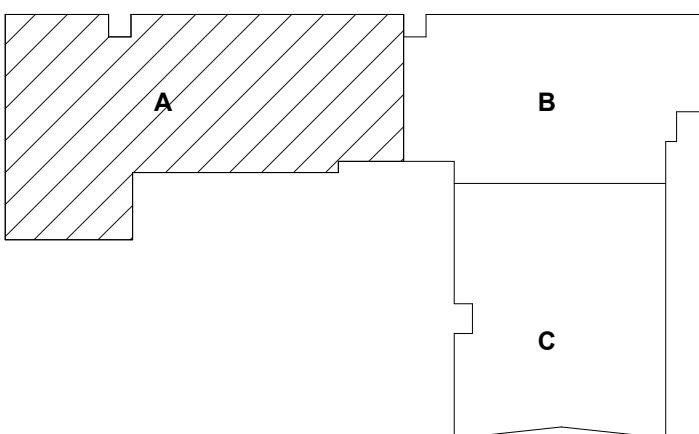
DEMOLITION LEGEND

- EXISTING CONSTRUCTION
- DEMOLISHED CONSTRUCTION
- DEMOLISHED FLOOR/CEILING CONSTRUCTION
- KEYNOTE IDENTIFIER
- EXISTING TO REMAIN

LEGEND - KEYNOTES

Key Value	Keynote Text
D1	REMOVE WALL CONSTRUCTION
D2	REMOVE DOOR AND FRAME
D6	REMOVE ACT CEILING AND LIGHTS
D8	REMOVED EXISTING TRANSACTION COUNTER AND SLIDING GLASS WINDOW. REMOVE PORTIONS OF WOOD-FRAMED WALL TO ACCOMMODATE NEW ACCESSIBLE COUNTER. SALVAGE EXISTING FABRIC WRAPPED PANELS BELOW COUNTER.
D10	REMOVE SINK AND BASE CABINET
D11	REMOVE FLOOR FINISH AND ASSOCIATED WALL BASE
D12	REMOVE COUNTERTOP AND CABINETS
D13	REMOVE CABINETS
D15	REMOVE EXISTING PLASTER/LATHE CEILING
D16	REMOVE EXISTING MECH UNIT AND SALVAGE FOR RE-INSTALLATION (RE: MECH)
D17	REMOVE WALL HEATER AND ASSOCIATED PIPING (RE: MECH)
D18	REMOVE TOILET
D19	REMOVE ACT SOFFIT ABOVE
D20	REMOVE BASEBOARD HEATER AND ASSOCIATED PIPING (RE: MECH)
D21	SAW CUT AND REMOVE EXISTING MASONRY WALL (FULL HEIGHT) FOR NEW DOOR
D22	REMOVE NON-FUNCTIONAL WALL-MOUNTED SPEAKERS, THERMOSTATS, CABLING AND CONDUIT
D26	REMOVE CEILING LIGHTS
D28	REMOVE MIRRORS ALONG WALL
D30	REMOVE EXISTING MECHANICAL UNIT. RE: MECHANICAL
D36	SAW CUT EXISTING MASONRY WALL. CONSTRUCTION AS NEEDED FOR NEW LINTEL (RE: STRUCTURAL)
D39	REMOVE MASONRY WALL CONSTRUCTION
D47	REMOVE SHELF AND BRACKETS. PATCH AND/OR REPAIR AS NEEDED.
D50	REMOVE DOOR AND HARDWARE, SALVAGE FOR RE-INSTALLATION.
D54	REMOVE STEP
D55	REMOVE MAILBOXES

KEY PLAN



ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

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MAIN LEVEL
DEMOLITION
FLOOR PLAN -
AREA A

AD112



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CENTRAL_schaefer\043A\W



A1 MAIN LEVEL DEMOLITION FLOOR PLAN - AREA C
AD114 3/16" = 1'-0"

GENERAL NOTES - DEMOLITION

- DIMENSIONS SHOWN ON DRAWINGS ARE TO THE FINISHED FACE OF MATERIAL AND/OR CENTERLINES OF STRUCTURE, UNLESS NOTED OTHERWISE.
- AT LOCATIONS WHERE NEW WORK IS REQUIRED, INCLUDING BUT NOT LIMITED TO PLENUM SPACES, CHASES, WALL CONSTRUCTION, AND CEILING HEIGHTS, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PREPARING BIDS.
- CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT ALL ADJACENT WORK NOT INDICATED TO BE DEMOLISHED PRIOR TO COMMENCEMENT OF DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND REPAIR CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE.
- AT LOCATIONS WHERE PORTIONS OF WALL OR CEILING CONSTRUCTION AND DOORS OR WINDOWS AND THEIR FRAMES ARE SCHEDULED TO BE REMOVED, PATCH AND REPAIR ADJACENT WALL OR CEILING CONSTRUCTION WITH MATCHING FINISH MATERIAL AND CONSTRUCTION, UNLESS NOTED OTHERWISE.
- PATCH HOLES IN FLOOR CONSTRUCTION AND WALLS CREATED BY REMOVAL OF CASEWORK, SPECIALTIES, MECHANICAL EQUIPMENT, DUCTWORK, CONDUITS AND PIPES. PROVIDE APPROPRIATE PENETRATION FIRESTOPPING TO MAINTAIN REQUIRED FIRE RATING.
- REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DEMOLITION DRAWINGS FOR ASSOCIATED WORK.
- CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND BRACING OF PARTIALLY DEMOLISHED CONSTRUCTION AND STRUCTURAL ELEMENTS AS REQUIRED TO MAINTAIN SAFE WORKING CONDITIONS.

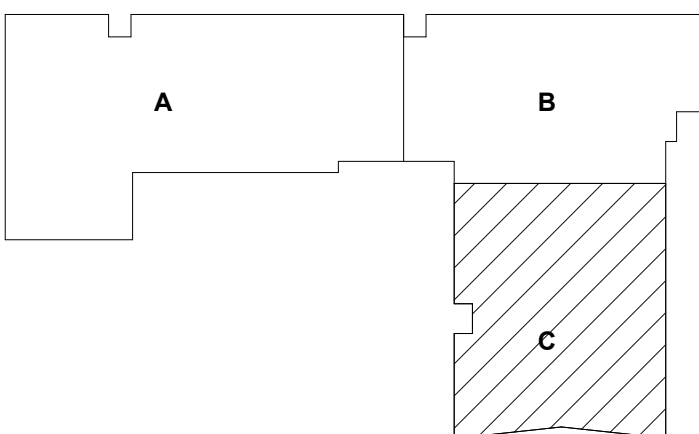
DEMOLITION LEGEND

- EXISTING CONSTRUCTION
- DEMOLISHED CONSTRUCTION
- DEMOLISHED FLOOR/CEILING CONSTRUCTION
- KEYNOTE IDENTIFIER
- EXISTING TO REMAIN

LEGEND - KEYNOTES

Key Value	Keynote Text
D2	REMOVE DOOR AND FRAME
D4	REMOVE AND SALVAGE SIGNAGE THROUGHOUT ROOM TO BE INSTALLED IN SAME LOCATION. FIELD VERIFY.
D10	REMOVE SINK AND BASE CABINET
D11	REMOVE FLOOR FINISH AND ASSOCIATED WALL BASE
D17	REMOVE WALL HEATER AND ASSOCIATED PIPING (RE: MECH)
D18	REMOVE TOILET
D26	REMOVE CEILING LIGHTS
D29	REMOVE EXISTING VENTILATION HOOD AND ASSOCIATED DUCTWORK.
D37	REMOVE EXISTING CEILING FANS AND ASSOCIATED CONDUIT.
D38	REMOVE EXISTING KITCHEN EQUIPMENT AND STORE FOR REINSTALLATION IN SAME LOCATIONS. VERIFY ANY EQUIPMENT TO BE DISPOSED OF WITH OWNER.
D44	REMOVE DOOR
D52	REMOVE EXISTING CEILING-MOUNTED GAS UNIT HEATER AND CAP GAS PIPING

KEY PLAN



ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

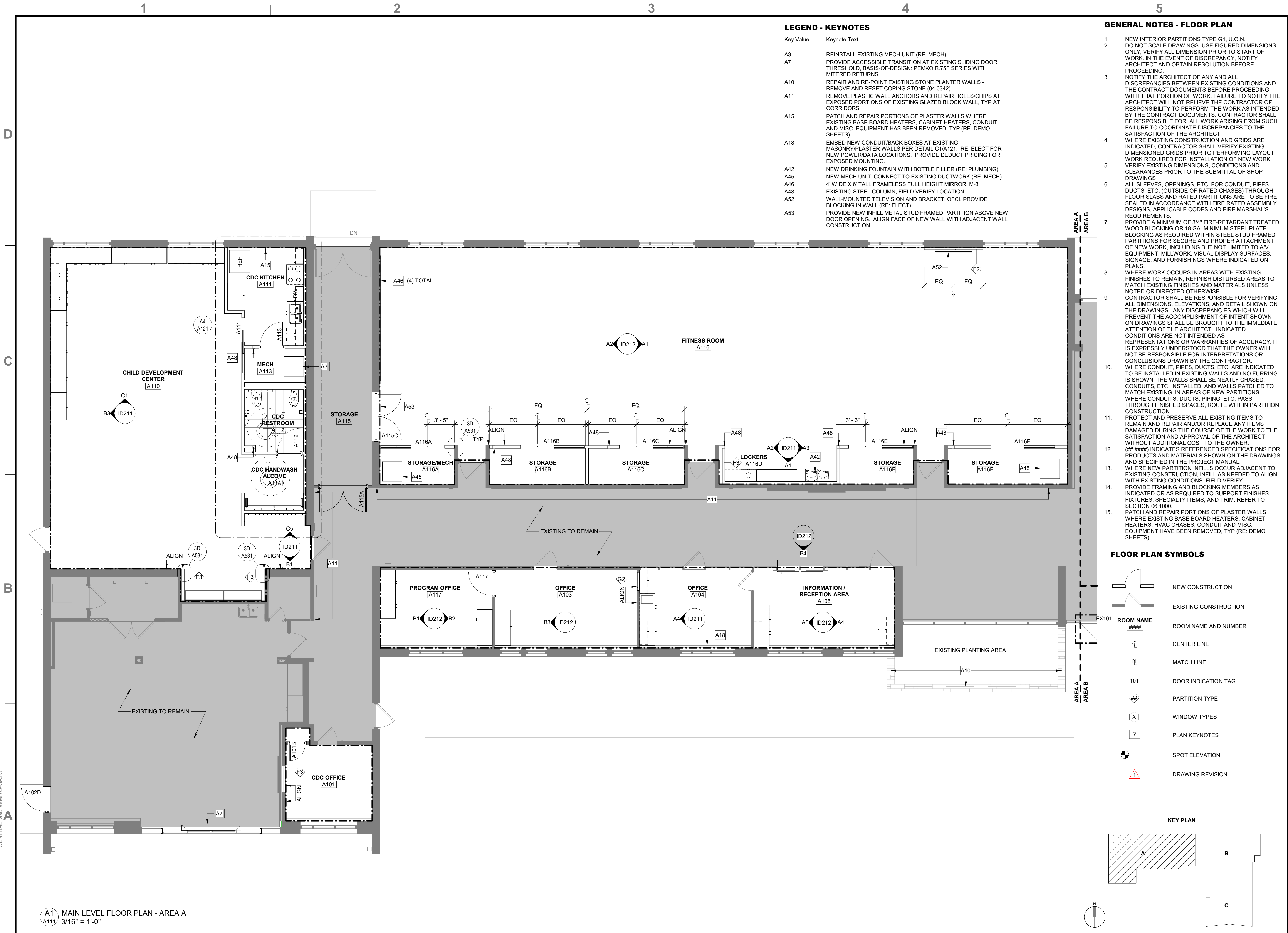
CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
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MAIN LEVEL
DEMOLITION
FLOOR PLAN -
AREA C

AD114





ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

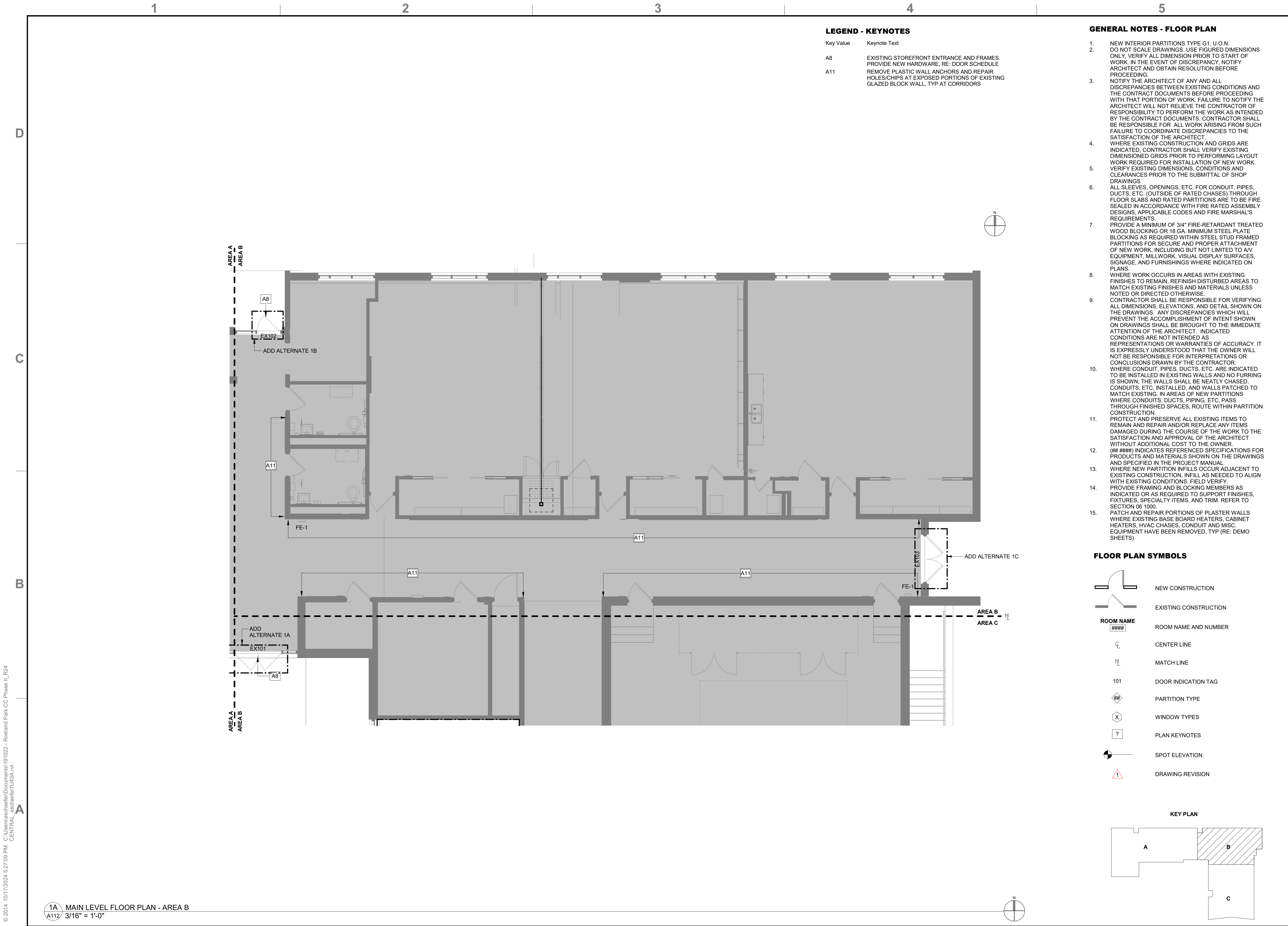
CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
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MAIN LEVEL
FLOOR PLAN -
AREA A

A111







A1 MAIN LEVEL FLOOR PLAN - AREA C
A113 / 3/16" = 1'-0"

LEGEND - KEYNOTES

Key Value	Keynote Text
A8	EXISTING STOREFRONT ENTRANCE AND FRAMES. PROVIDE NEW HARDWARE, RE: DOOR SCHEDULE
A9	INFILL EXISTING EXHAUST HOOD WALL OPENINGS WITH METAL STUD FRAMED PARTITION. ALIGN FACE OF NEW WALL WITH ADJACENT WALL CONSTRUCTION.
A10	REPAIR AND RE-POINT EXISTING STONE PLANTER WALLS - REMOVE AND RESET COPING STONE (04 0342)

LEGEND - KEYNOTES

Key Value	Keynote Text
A11	REMOVE PLASTIC WALL ANCHORS AND REPAIR HOLES/CHIPS AT EXPOSED PORTIONS OF EXISTING GLAZED BLOCK WALL, TYP AT CORRIDORS
A47	NEW MECHANICAL UNIT AND DUCTWORK (RE: MECHANICAL)

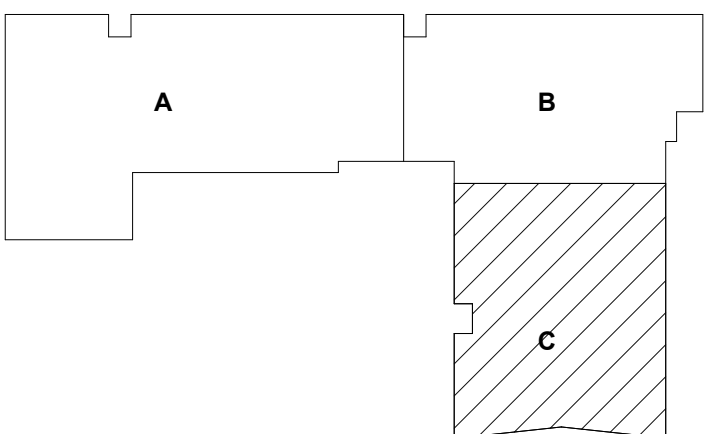
GENERAL NOTES - FLOOR PLAN

- NEW INTERIOR PARTITIONS TYPE G1, U.O.N.
- DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY. VERIFY ALL DIMENSION PRIOR TO START OF WORK. IN THE EVENT OF DISCREPANCY, NOTIFY ARCHITECT AND OBTAIN RESOLUTION BEFORE PROCEEDING.
- NOTIFY THE ARCHITECT OF ANY AND ALL DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS BEFORE PROCEEDING WITH THAT PORTION OF WORK. FAILURE TO NOTIFY THE ARCHITECT WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO PERFORM THE WORK AS INTENDED BY THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ARISING FROM SUCH FAILURE TO COORDINATE DISCREPANCIES TO THE SATISFACTION OF THE ARCHITECT.
- WHERE EXISTING CONSTRUCTION AND GRIDS ARE INDICATED, CONTRACTOR SHALL VERIFY EXISTING DIMENSIONED GRIDS PRIOR TO PERFORMING LAYOUT WORK REQUIRED FOR INSTALLATION OF NEW WORK. VERIFY EXISTING DIMENSIONS, CONDITIONS AND CLEARANCES PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS.
- ALL SLEEVES, OPENINGS, ETC. FOR CONDUIT, PIPES, DUCTS, ETC. (OUTSIDE OF RATED CHASES) THROUGH FLOOR SLABS AND RATED PARTITIONS ARE TO BE FIRE SEALED IN ACCORDANCE WITH FIRE RATED ASSEMBLY DESIGNS, APPLICABLE CODES AND FIRE MARSHAL'S REQUIREMENTS.
- PROVIDE A MINIMUM OF 3/4" FIRE-RETARDANT TREATED WOOD BLOCKING OR 18 GA. MINIMUM STEEL PLATE BLOCKING AS REQUIRED WITHIN STEEL STUD FRAMED PARTITIONS FOR SECURE AND PROPER ATTACHMENT OF NEW WORK, INCLUDING BUT NOT LIMITED TO AV EQUIPMENT, MILLWORK, VISUAL DISPLAY SURFACES, SIGNAGE, AND FURNISHINGS WHERE INDICATED ON PLANS.
- WHERE WORK OCCURS IN AREAS WITH EXISTING FINISHES TO REMAIN, REFINISH DISTURBED AREAS TO MATCH EXISTING FINISHES AND MATERIALS UNLESS NOTED OR DIRECTED OTHERWISE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, ELEVATIONS, AND DETAIL SHOWN ON THE DRAWINGS. ANY DISCREPANCIES WHICH WILL PREVENT THE ACCOMPLISHMENT OF INTENT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. INDICATED CONDITIONS ARE NOT INTENDED AS REPRESENTATIONS OR WARRANTIES OF ACCURACY. IT IS EXPRESSLY UNDERSTOOD THAT THE OWNER WILL NOT BE RESPONSIBLE FOR INTERPRETATIONS OR CONCLUSIONS DRAWN BY THE CONTRACTOR.
- WHERE CONDUIT, PIPES, DUCTS, ETC. ARE INDICATED TO BE INSTALLED IN EXISTING WALLS AND NO FURRING IS SHOWN, THE WALLS SHALL BE NEATLY CHASED, CONDUITS, ETC. INSTALLED, AND WALLS PATCHED TO MATCH EXISTING. IN AREAS OF NEW PARTITIONS WHERE CONDUITS, DUCTS, PIPING, ETC. PASS THROUGH FINISHED SPACES, ROUTE WITHIN PARTITION CONSTRUCTION.
- PROTECT AND PRESERVE ALL EXISTING ITEMS TO REMAIN AND REPAIR AND/OR REPLACE ANY ITEMS DAMAGED DURING THE COURSE OF THE WORK TO THE SATISFACTION AND APPROVAL OF THE ARCHITECT WITHOUT ADDITIONAL COST TO THE OWNER.
- (## ####) INDICATES REFERENCED SPECIFICATIONS FOR PRODUCTS AND MATERIALS SHOWN ON THE DRAWINGS AND SPECIFIED IN THE PROJECT MANUAL.
- WHERE NEW PARTITION INFILLS OCCUR ADJACENT TO EXISTING CONSTRUCTION, INFILL AS NEEDED TO ALIGN WITH EXISTING CONDITIONS. FIELD VERIFY.
- PROVIDE FRAMING AND BLOCKING MEMBERS AS INDICATED OR AS REQUIRED TO SUPPORT FINISHES, FIXTURES, SPECIALTY ITEMS, AND TRIM. REFER TO SECTION 06 1000.
- PATCH AND REPAIR PORTIONS OF PLASTER WALLS WHERE EXISTING BASE BOARD HEATERS, CABINET HEATERS, HVAC CHASES, CONDUIT AND MISC. EQUIPMENT HAVE BEEN REMOVED. TYP (RE: DEMO SHEETS)

FLOOR PLAN SYMBOLS

	NEW CONSTRUCTION
	EXISTING CONSTRUCTION
	ROOM NAME AND NUMBER
	CENTER LINE
	MATCH LINE
	DOOR INDICATION TAG
	PARTITION TYPE
	WINDOW TYPES
	PLAN KEYNOTES
	SPOT ELEVATION
	DRAWING REVISION

KEY PLAN



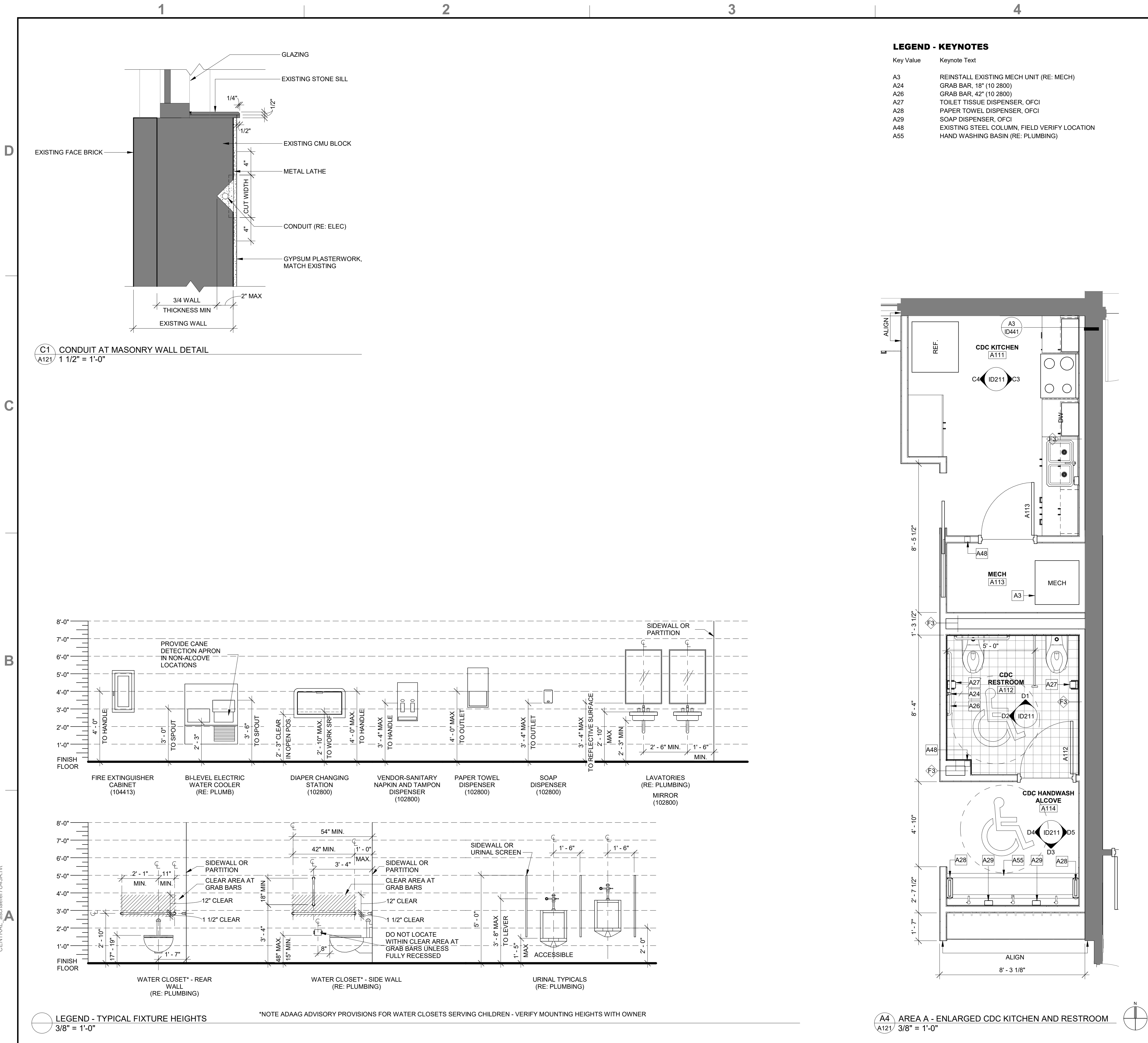
ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
ISSUED FOR: CONSTRUCTION DOCS
ISSUE DATE: 10/17/2024
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MAIN LEVEL
FLOOR PLAN -
AREA C

A113





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MARSHIA K. HOLT
LICENSED ARCHITECT
KANSAS
101524

ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

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ENLARGED
PLANS AND
DETAILS

A121

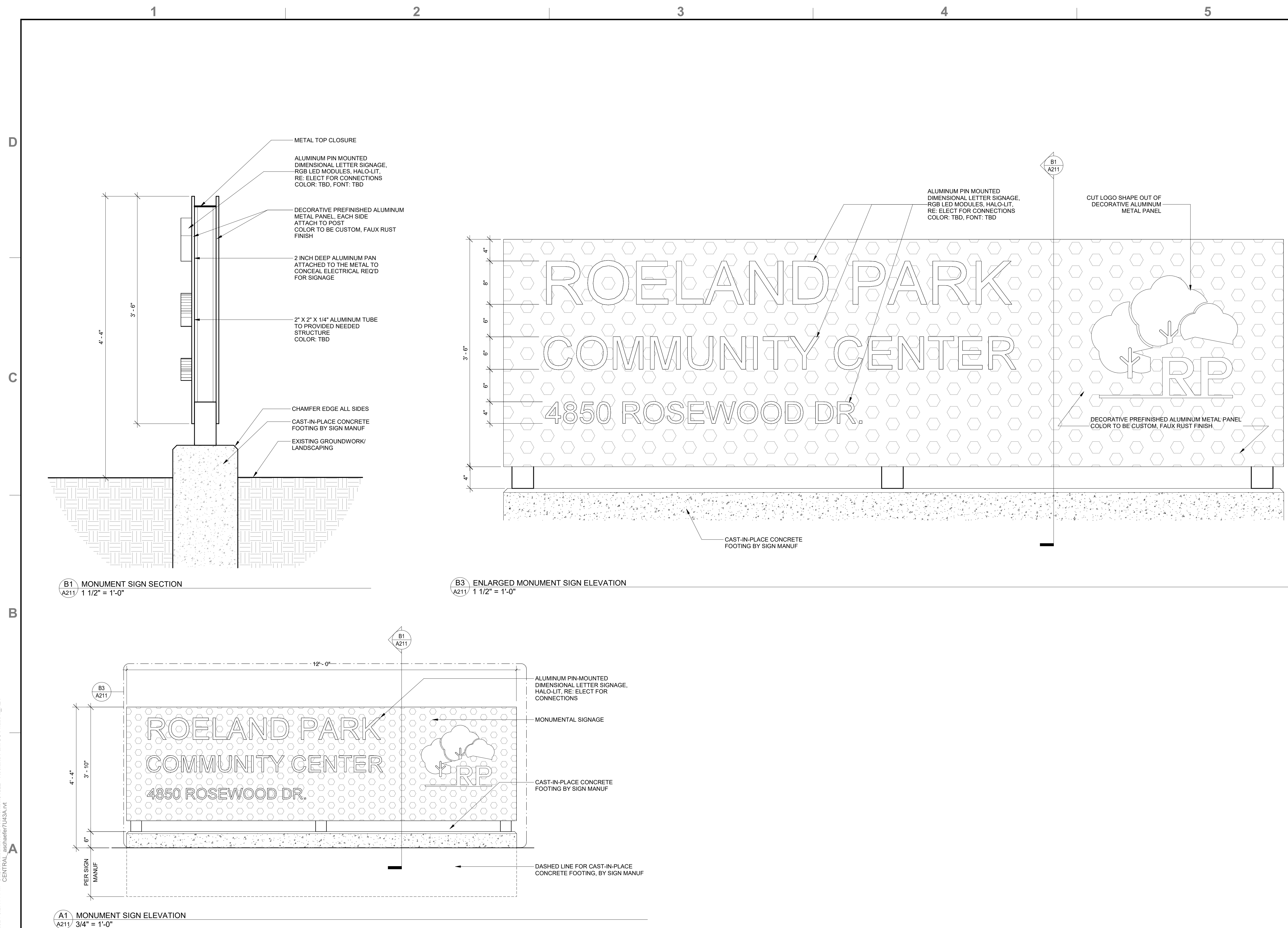




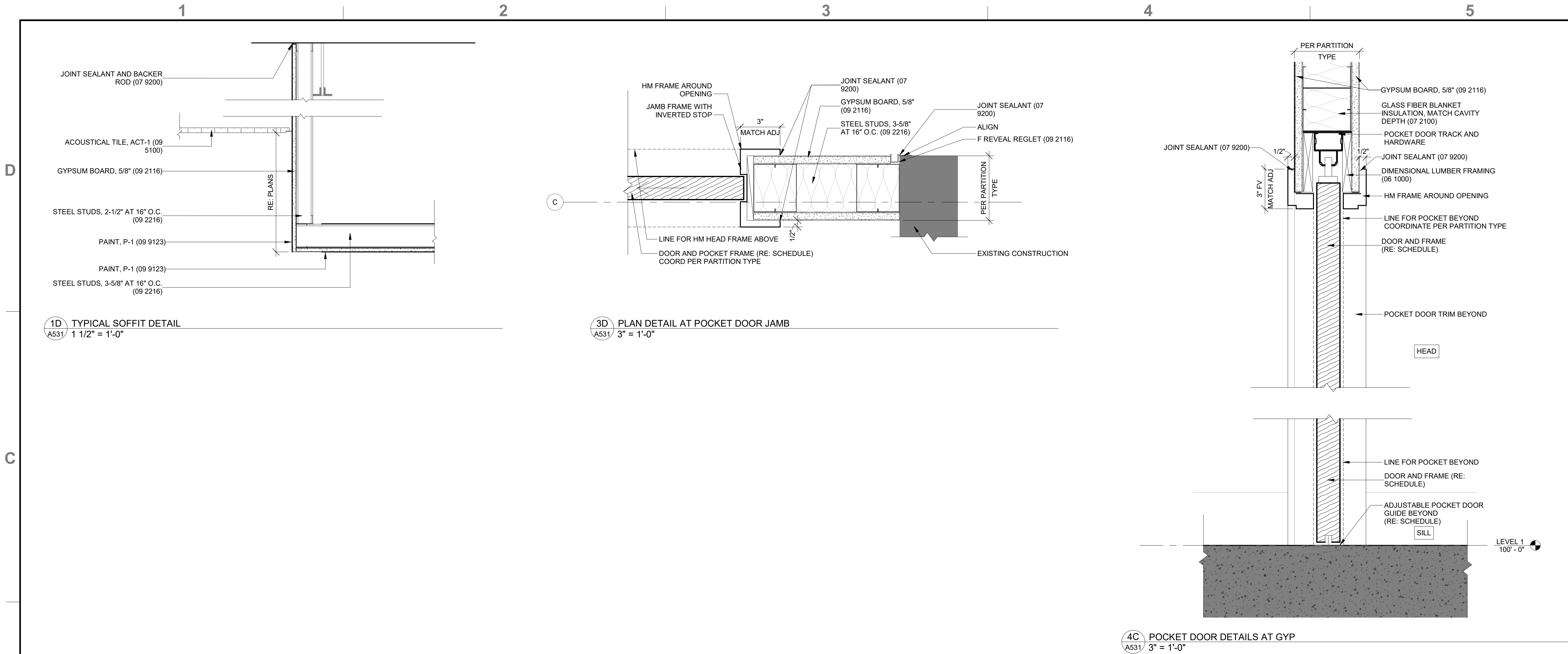
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EXTERIOR DETAILS

A211



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ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

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CEILING AND
DOOR DETAILS

A531



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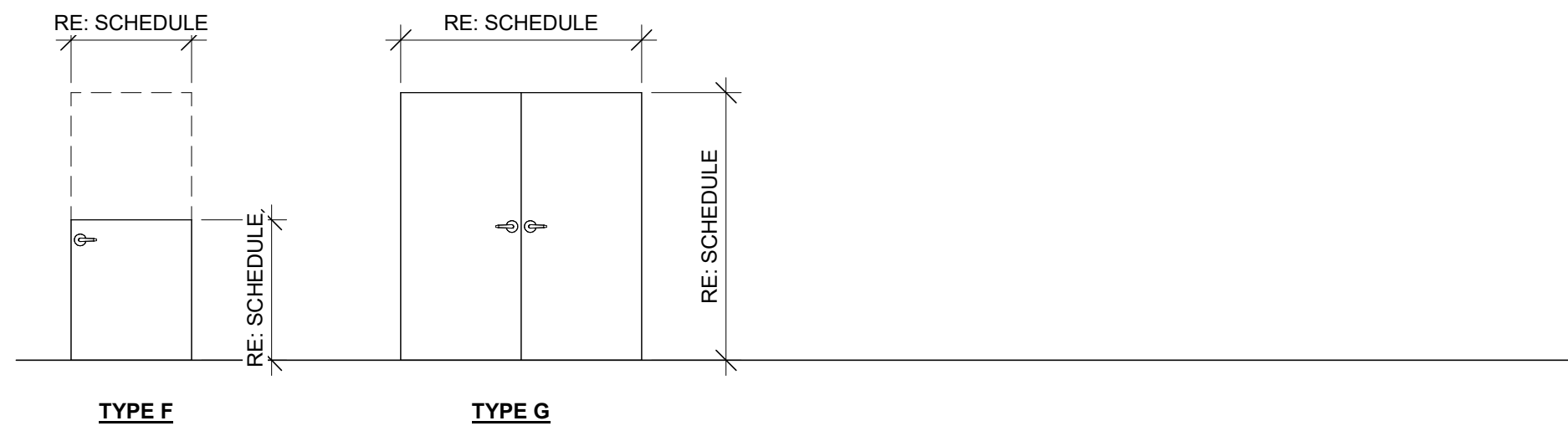
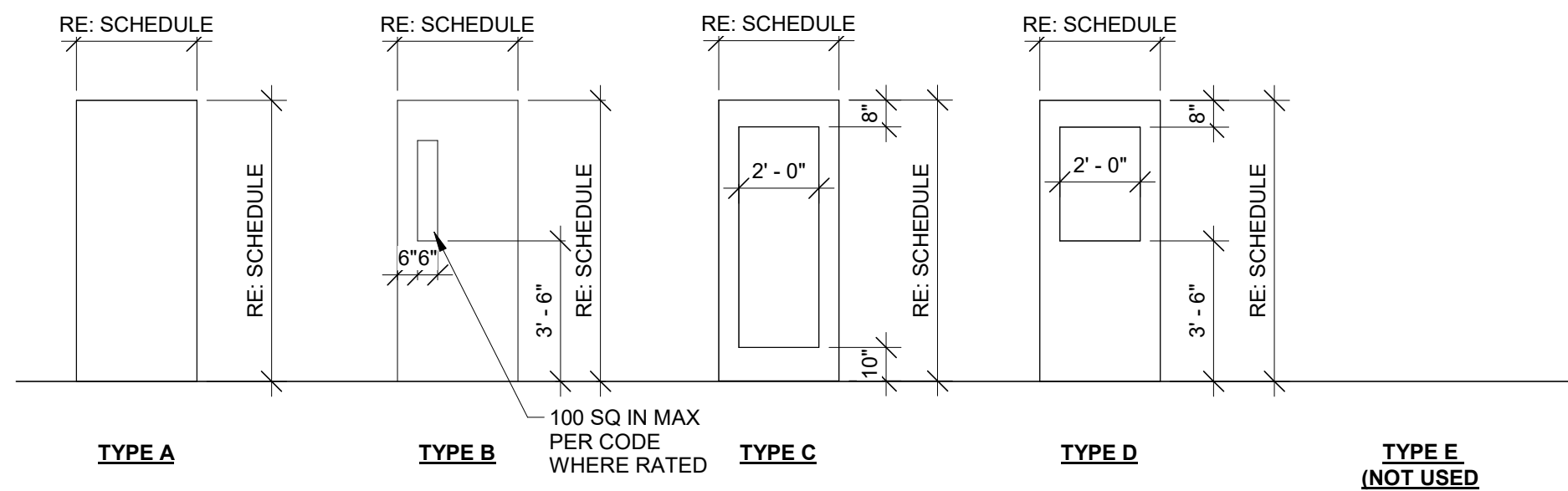


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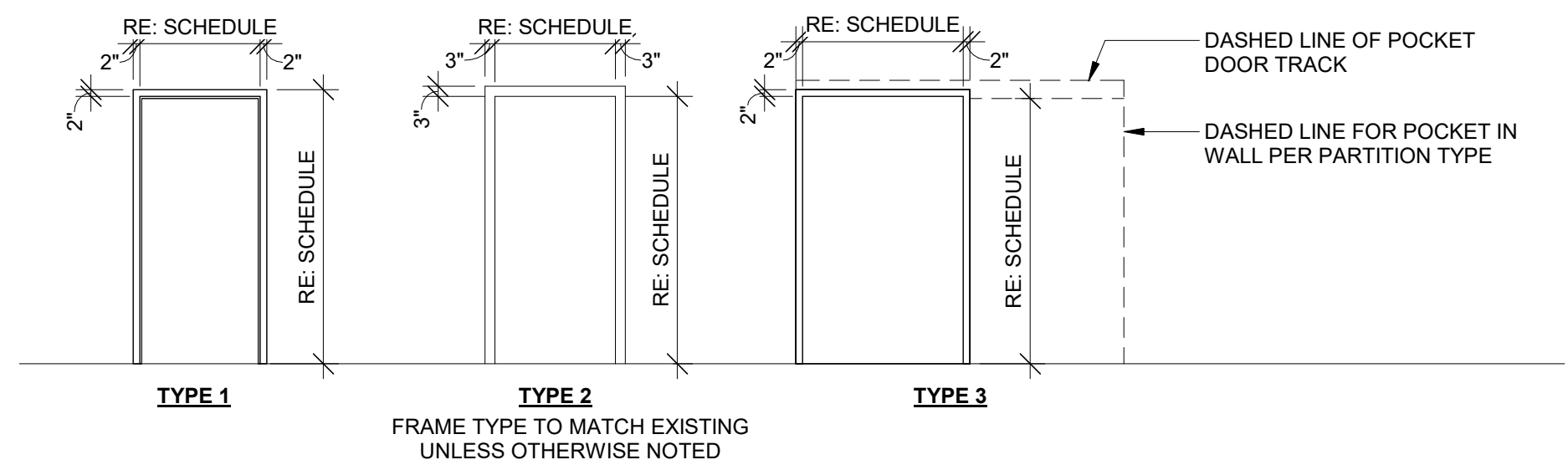
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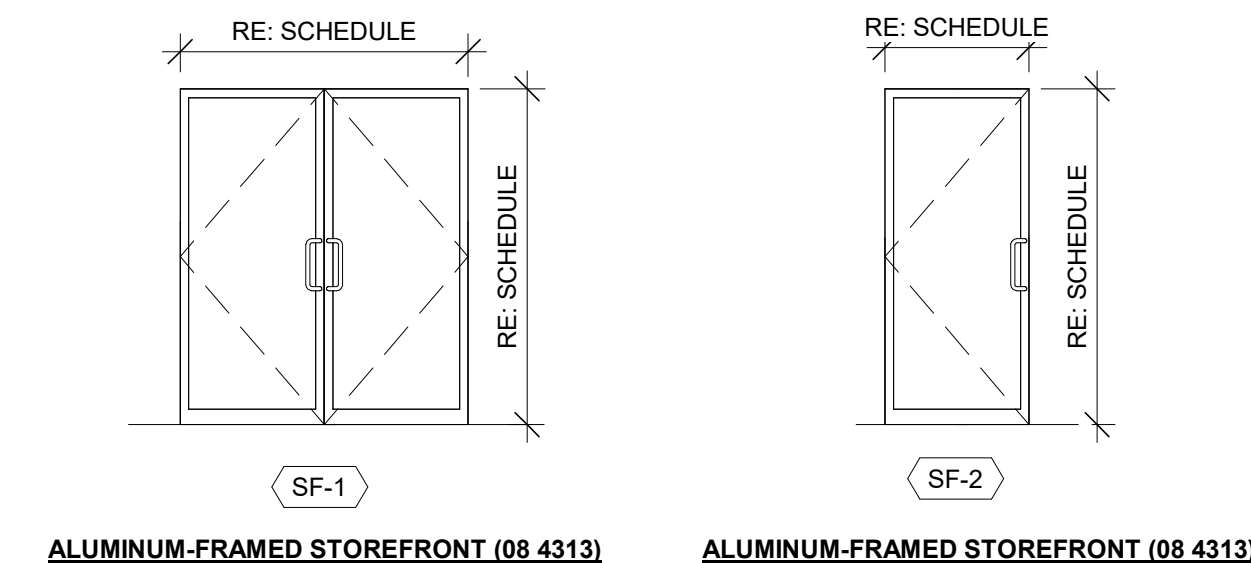
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TYPES - DOORS
1/4" = 1'-0"



TYPES - FRAMES
1/4" = 1'-0"



ALUMINUM-FRAMED STOREFRONT (08 4313)

ALUMINUM-FRAMED STOREFRONT (08 4313)

DOOR & FRAME SCHEDULE - AREA A																	
DOOR NUMBER	DOOR						FRAME			DETAILS			FIRE RATING	HARDWARE	REFERENCED GENERAL NOTES	DOOR NUMBER	
	TYPE	MATERIAL	WIDTH	HEIGHT	THICKNESS	GLASS	TYPE	MATERIAL	GLASS	HEAD	JAMB	SILL					
A101B	A	WD	2'-0"	6'-8"	1 3/4"		1	HM		3A/A601	4A/A601			06		A101B	
A102D	D	WD	3'-0"	6'-8"	1 3/4"	IG-2	1	HM		3A/A601	4A/A601			15		A102D	
A111	C	WD	3'-0"	6'-8"	1 3/4"	FPG-1	1	HM		4C/A531	3D/A531			05		A111	
A112	F	WD	3'-0"	3'-6"	1 3/4"		1	HM		5A/A601 SIM	5A/A601 SIM			04		A112	
A113	A	WD	3'-0"	6'-8"	1 3/4"		1	HM		5A/A601 SIM	5A/A601 SIM			07		A113	
A115A	EXG	EXG	6'-0"	6'-8"	1 3/4"		EXG	EXG		EXG	EXG			16	3	A115A	
A115C	G	WD	6'-0"	6'-8"	1 3/4"		1	HM		3A/A601	4A/A601			08		A115C	
A116A	A	WD	4'-0"	6'-8"	1 3/4"		3	HM		4C/A531	3D/A531			05		A116A	
A116B	A	WD	4'-0"	6'-8"	1 3/4"		3	HM		4C/A531	3D/A531			05		A116B	
A116C	A	WD	4'-0"	6'-8"	1 3/4"		3	HM		4C/A531	3D/A531			05		A116C	
A116E	A	WD	4'-0"	6'-8"	1 3/4"		3	HM		4C/A531	3D/A531			05		A116E	
A116F	A	WD	4'-0"	6'-8"	1 3/4"		3	HM		4C/A531	3D/A531			05		A116F	
A117	A	WD	3'-0"	6'-8"	1 3/4"		1	HM		3A/A601	4A/A601			03		A117	

DOOR & FRAME SCHEDULE - AREA B																
DOOR NUMBER	DOOR						FRAME			DETAILS			FIRE RATING	HARDWARE	REFERENCED GENERAL NOTES	DOOR NUMBER
	TYPE	MATERIAL	WIDTH	HEIGHT	THICKNESS	GLASS	TYPE	MATERIAL	GLASS	HEAD	JAMB	SILL				

DOOR & FRAME SCHEDULE - AREA C																			
DOOR NUMBER	DOOR						FRAME			GLASS			DETAILS			FIRE RATING	HARDWARE	REFERENCED GENERAL NOTES	DOOR NUMBER
	TYPE	MATERIAL	WIDTH	HEIGHT	THICKNESS	GLASS	TYPE	MATERIAL	GLASS TYPE	HEAD	JAMB	SILL							
C102	A	WD	3'-0"	6'-8"	1 3/4"		2	HM		3A/A601	4A/A601			02			C102		
C103	A	WD	3'-0"	6'-8"	1 3/4"		2	HM		3A/A601	4A/A601			02			C103		
C104	A	WD	2'-0"	6'-8"	1 3/4"		2	HM		3A/A601	4A/A601			01			C104		

DOOR & FRAME SCHEDULE - ADD ALTERNATES																	
DOOR NUMBER	DOOR						FRAME			DETAILS			FIRE RATING	HARDWARE	REFERENCED GENERAL NOTES	DOOR NUMBER	
	TYPE	MATERIAL	WIDTH	HEIGHT	THICKNESS	GLASS	TYPE	MATERIAL	GLASS	HEAD	JAMB	SILL					
EX101	EXG/SF-1	ALUM	6' - 0"	7' - 0"	1 3/4"	MATCH EXG	EXG	EXG	MATCH EXG	MATCH EXG	MATCH EXG			09	1, 2	EX101	
EX102	EXG/SF-2	ALUM	3' - 0"	7' - 0"	1 3/4"	MATCH EXG	EXG	EXG	MATCH EXG	MATCH EXG	MATCH EXG			11	1	EX102	
EX103	EXG/SF-1	ALUM	6' - 0"	7' - 0"	1 3/4"	MATCH EXG	EXG	EXG	MATCH EXG	MATCH EXG	MATCH EXG			12		EX103	
EX104	EXG/SF-1	ALUM	6' - 0"	7' - 0"	1 3/4"	MATCH EXG	EXG	EXG	MATCH EXG	MATCH EXG	MATCH EXG			12	1	EX104	
EX105	EXG/SF-1	ALUM	6' - 0"	7' - 0"	1 3/4"	MATCH EXG	EXG	EXG	MATCH EXG	MATCH EXG	MATCH EXG			12		EX105	

GENERAL NOTES - DOOR SCHEDULE

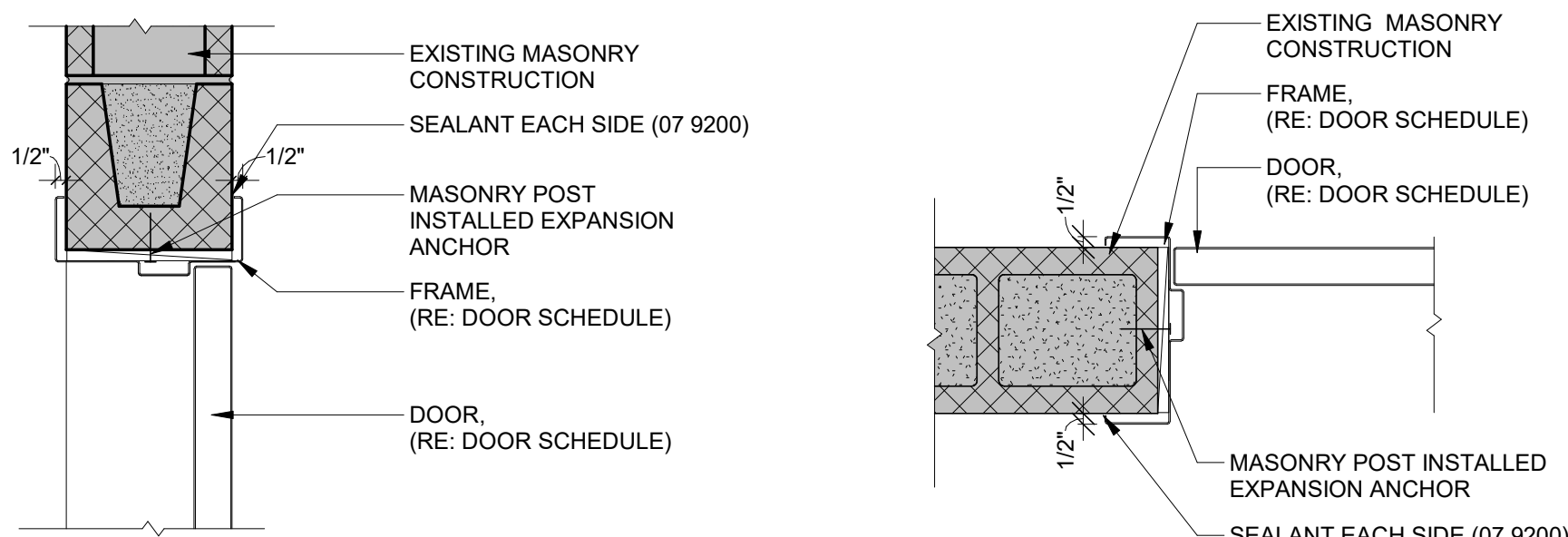
1. PROVIDE NEW EXIT DEVICE
2. PROVIDE POWERED OPERATOR
3. REVERSE SWING OF EXISTING DOORS

ADD ALTERNATE - DOOR SUMMARY

- BASE BID: PROVIDE NEW HARDWARE AT EXISTING EXTERIOR STOREFRONT DOORS PER REFERENCED NOTES
- ADD-ALTERNATE: PROVIDE NEW EXTERIOR STOREFRONT DOORS AT LOCATIONS NOTED.
 1. ADD ALTERNATE 1A - EX101
 2. ADD ALTERNATE 1B - EX102
 3. ADD ALTERNATE 1C - EX103
 4. ADD ALTERNATE 1D - EX104
 5. ADD ALTERNATE 1E - EX105

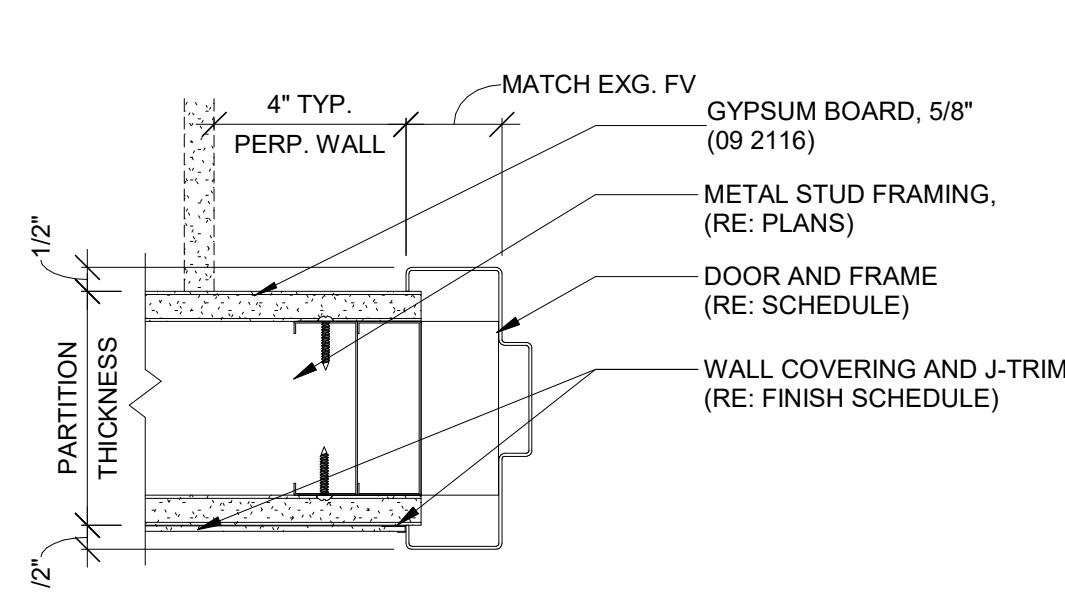
DOOR AND GLASS LEGEND

EXG	EXISTING
WD	WOOD
HM	HOLLOW METAL
ALUM	ALUMINUM
MANUF	MANUFACTURER
IG-2	1" IGU ASSEMBLY, TINTED, LOW-E, DOUBLE-GLAZED
FPG-1	FIRE PROTECTIVE RATED GLASS (08 8813)
FRG-1	FIRE RESISTIVE RATED GLASS (08 8813)



3A HEAD DETAIL AT EXG CMU
A601/ 1 1/2" = 1'-0"

4A JAMB DETAIL AT EXG CMU
A601/ 1 1/2" = 1'-0"



5A JAMB DETAIL AT GYP (HEAD SIM) - SWING DOOR
A601/ 3" = 1'-0"

ROELAND PARK COMMUNITY CENTER PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

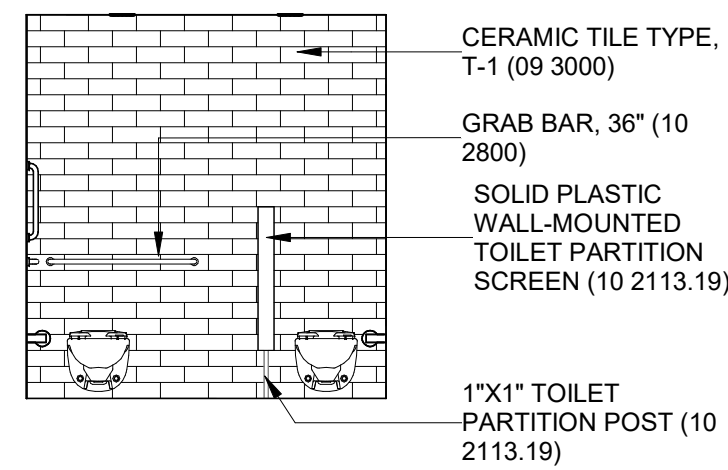
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DOOR TYPES
AND SCHEDULES

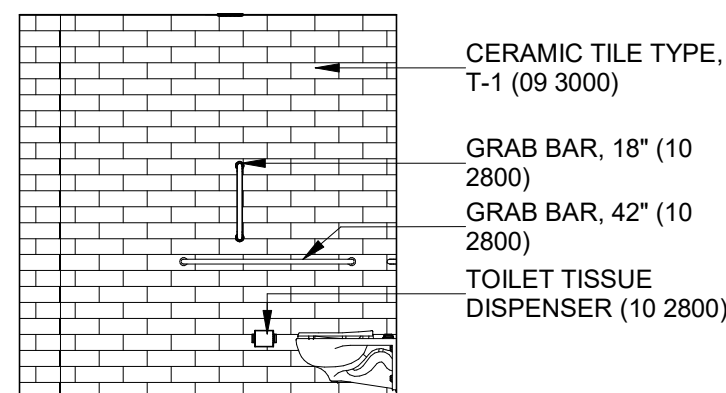
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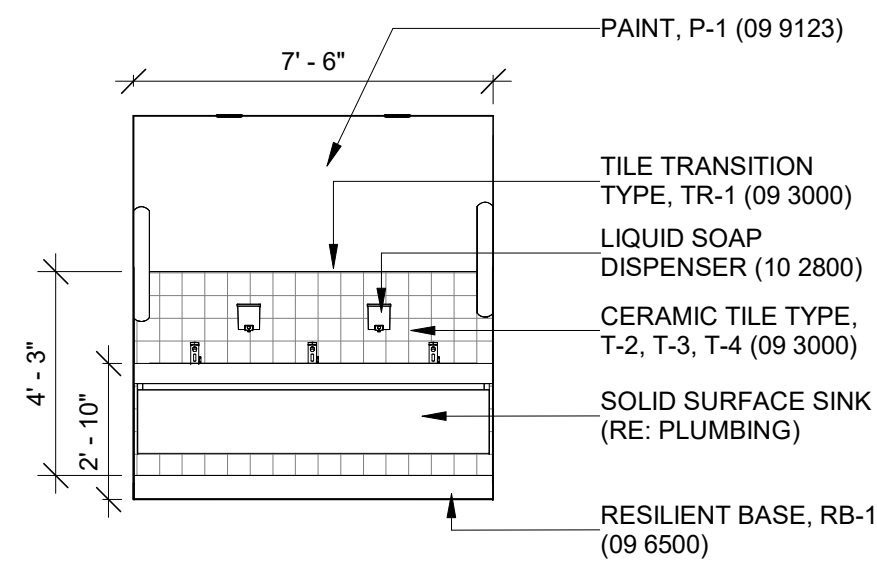
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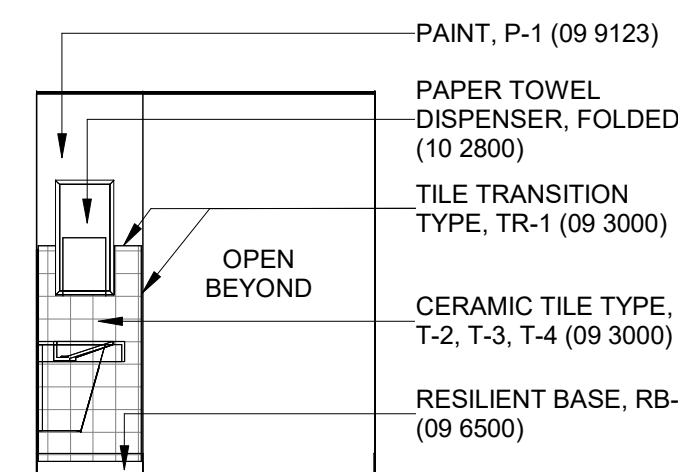
D1 A112 CDC RESTROOM, NORTH ELEVATION
ID211 1/4" = 1'-0"



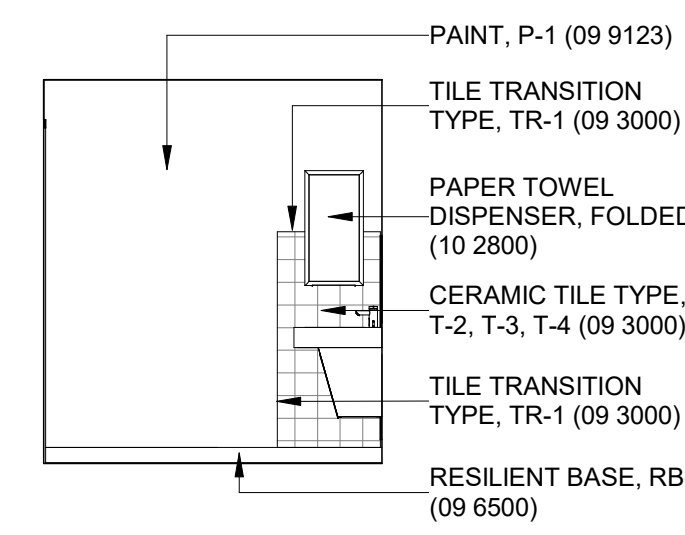
D2 A112 CDC RESTROOM, WEST ELEVATION
ID211 1/4" = 1'-0"



D3 A110 CDC SINK BASIN, SOUTH ELEVATION
ID211 1/4" = 1'-0"

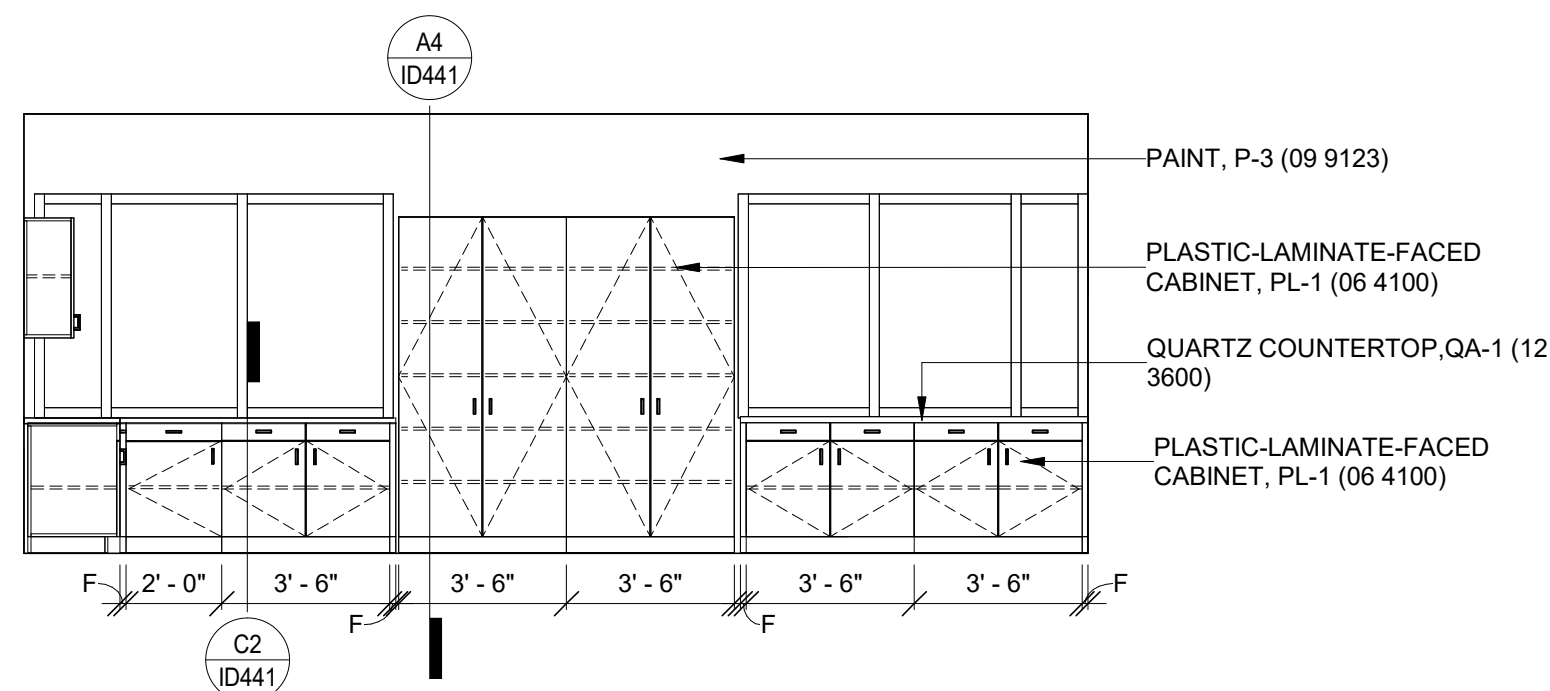


D4 A110 CDC SINK BASIN, WEST ELEVATION
ID211 1/4" = 1'-0"

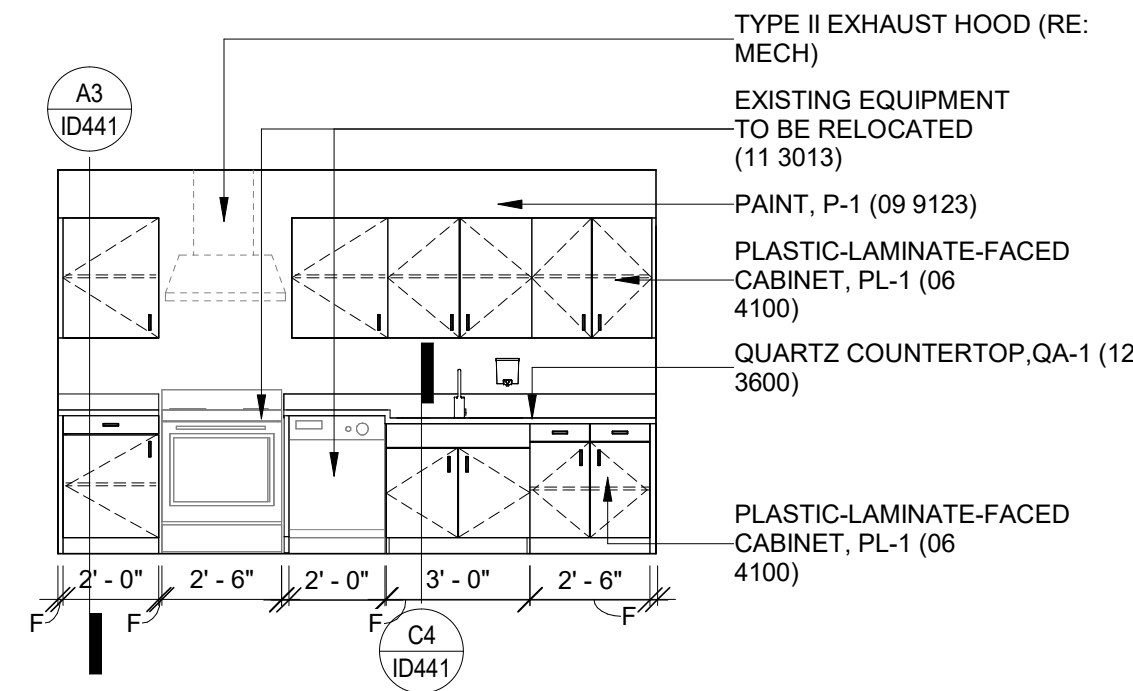


D5 A110 CDC SINK BASIN, EAST ELEVATION
ID211 1/4" = 1'-0"

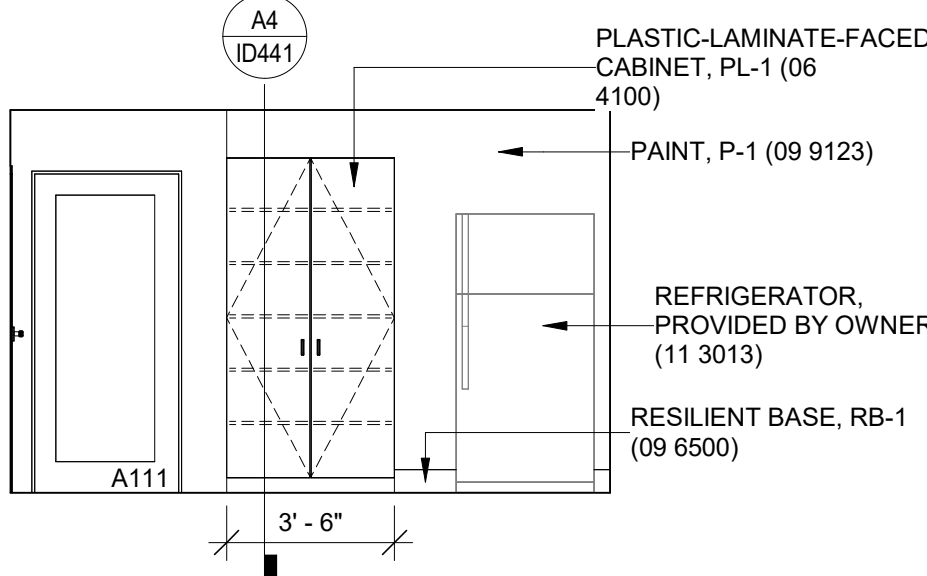
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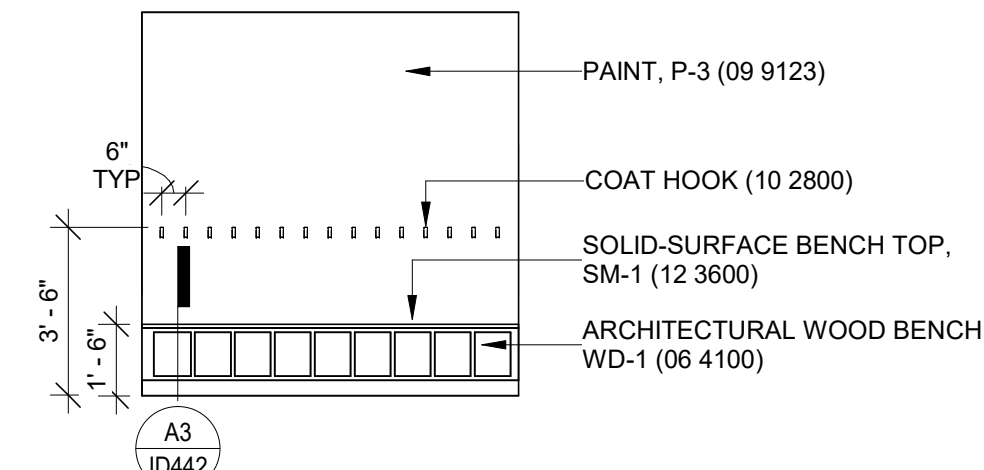
C1 A110 CDC CASEWORK, NORTH ELEVATION
ID211 1/4" = 1'-0"



C3 A111 CDC KITCHEN, EAST ELEVATION
ID211 1/4" = 1'-0"

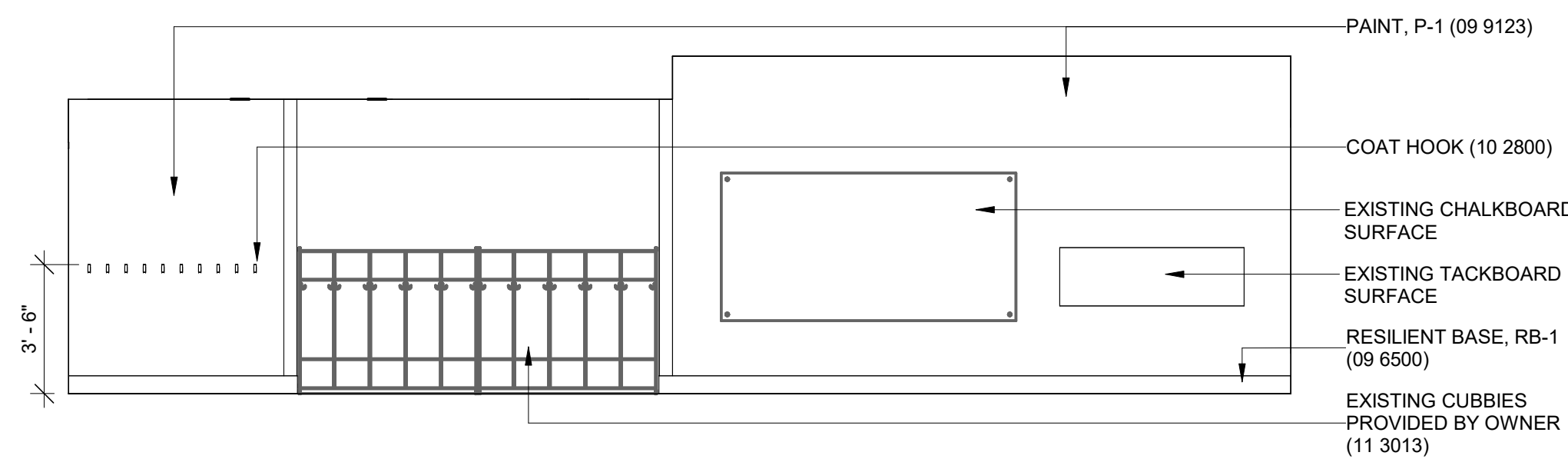


C4 A11 CDC KITCHEN, WEST ELEVATION
1/4" = 1'-0"

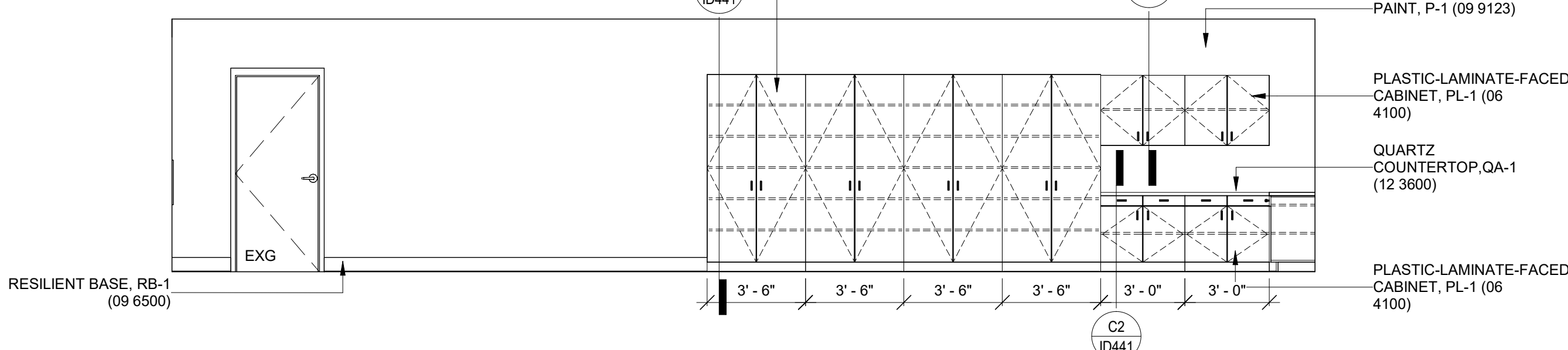


C5 A110 CDC ALCOVE, NORTH ELEVATION
ID211 1/4" = 1'-0"

B

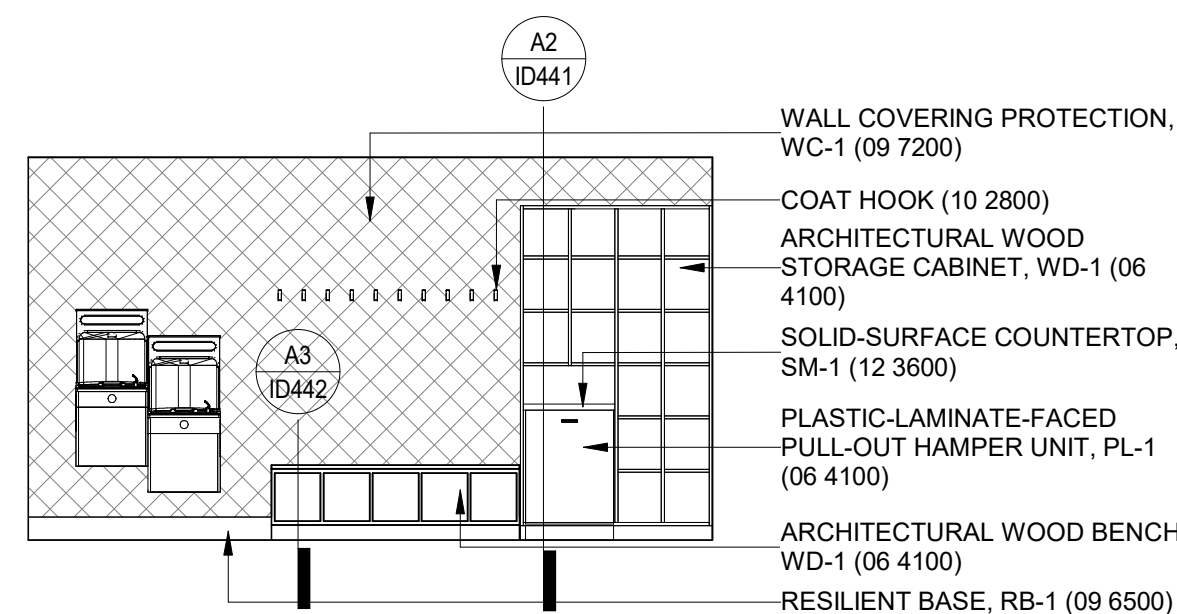


B1 A110 CDC, SOUTH ELEVATION
ID211 1/4" = 1'-0"

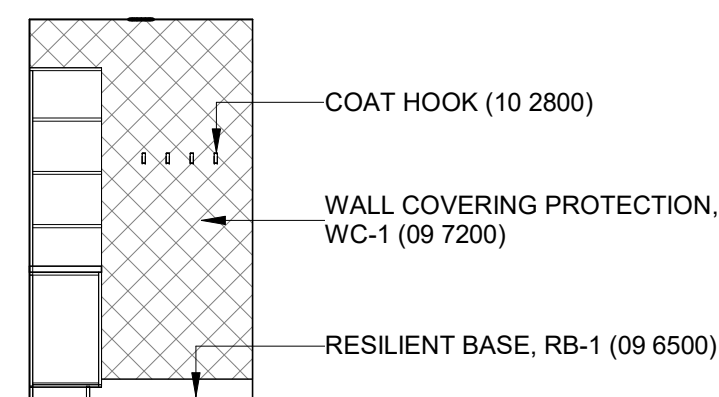


B3 A110 CDC CASEWORK, WEST ELEVATION
ID211 1/4" = 1'-0"

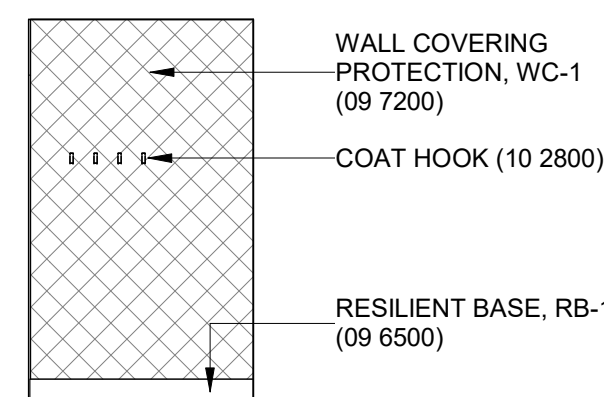
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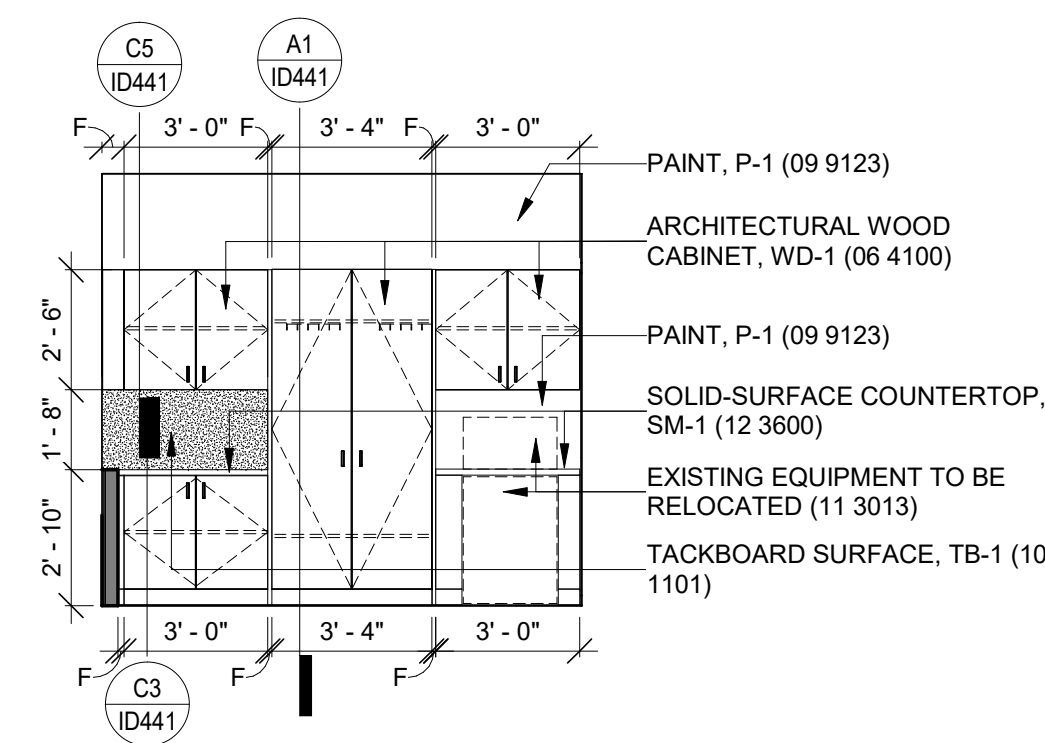
A1 A116 FITNESS STORAGE, SOUTH ELEVATION
ID211 1/4" = 1'-0"



A2 A116 FITNESS STORAGE, WEST ELEVATION
1/4" = 1'-0"



A3 A116 FITNESS STORAGE, EAST ELEVATION
ID211 1/4" = 1'-0"



A4 A104 OFFICE, WEST ELEVATION
ID211 1/4" = 1'-0"

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D

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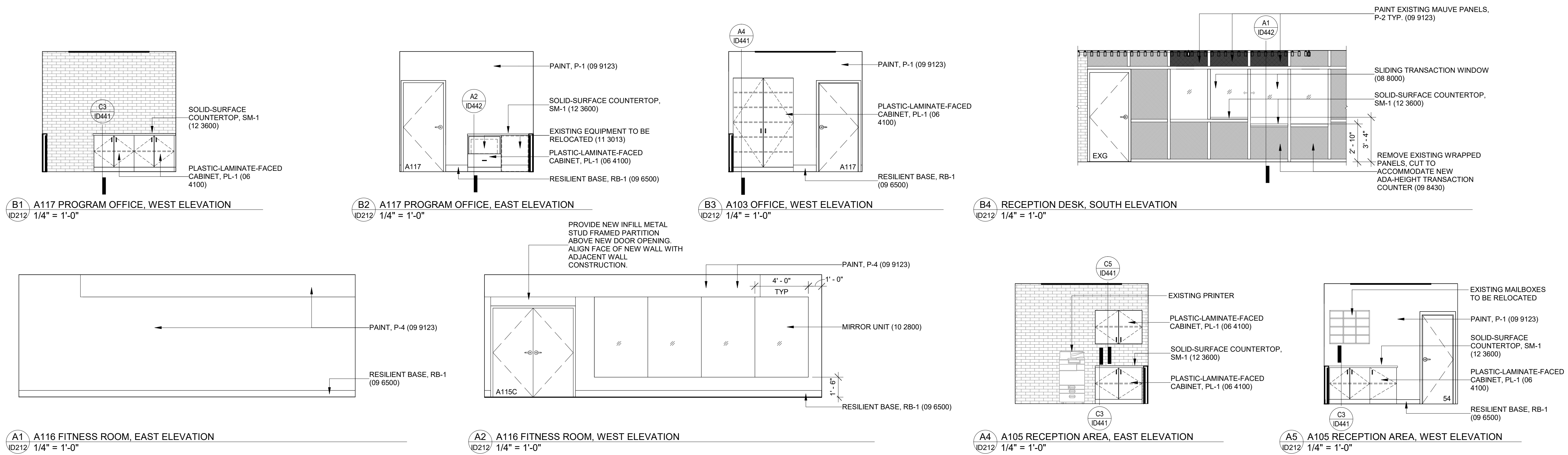
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5



ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

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INTERIOR
ELEVATIONS

ID212

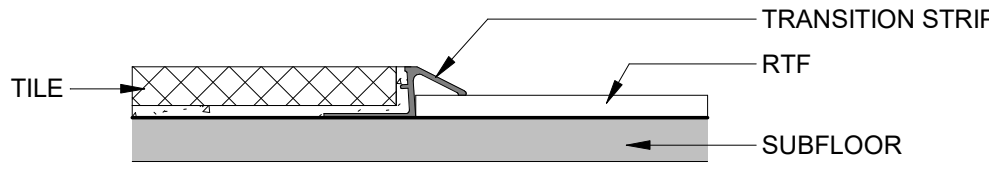
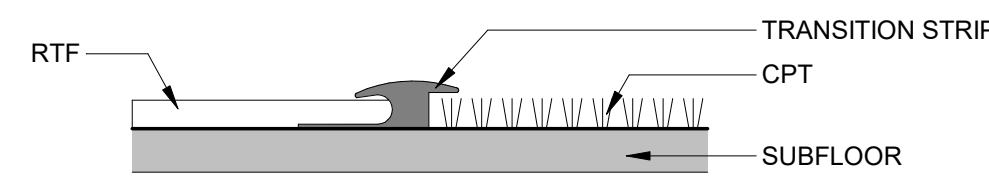
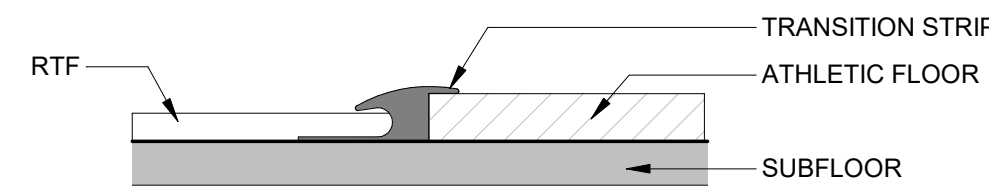


D

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B

A

FLOORING TRANSITION LEGEND	
SCHLUTER RENO-TK	TILE - RTF
	
TARKETT SLT-XX-B	CPT - RTF
	
TARKETT SLT-XX-F	AF - RTF
	

ROOM FINISH AND MATERIALS LEGEND		
WD-1	WOOD TYPE - 1	06 2000
	BALTIC BIRCH PLYWOOD	

PL-1	PLASTIC LAMINATE TYPE 1	06 4111
	PLASTIC LAMINATE OVER BIRCH PLY WITH EXPOSED BALTIC BIRCH PLY EDGES. MANUFACTURER: FORMICA; COLOR: 949 WHITE; FINISH: 58 MATTE.	

T-1	TILE TYPE - 1	09 3000
	WALL TILE. MANUFACTURER: AMERICAN OLEAN; STYLE: COLORSTORY WALL; COLOR: 0061 MATTE DESIGNER WHITE; SIZE: 4" x 12". GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 04 BAHAMA BEIGE. INSTALL WITH MATCHING COVE BASE TRIM PIECES.	

T-2	TILE TYPE - 2	09 3000
	ACCENT WALL TILE. MANUFACTURER: MOSA; STYLE: COLORS; COLOR: BLUE CURACAO (17990); SIZE: 6" x 6". GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 5093 WARM GRAY. PATTERN: 34%, PROVIDED BY ARCHITECT	

T-3	TILE TYPE - 3	09 3000
	ACCENT WALL TILE. MANUFACTURER: MOSA; STYLE: COLORS; COLOR: LIGHT BLUE (19910); SIZE: 6" x 6". GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 5093 WARM GRAY. PATTERN: 35%, PROVIDED BY ARCHITECT	

T-4	TILE TYPE - 4	09 3000
	ACCENT WALL TILE. MANUFACTURER: MOSA; STYLE: COLORS; COLOR: CRESS GREEN (19960); SIZE: 6" x 6". GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 5093 WARM GRAY. PATTERN: 34%, PROVIDED BY ARCHITECT	

T-5	TILE TYPE - 5	09 3000
	LOCATION: BATHROOM FLOOR TILE. MANUFACTURER: PLATFORM SURFACES; STYLE: COLORAZZO; COLOR: AZZURRO; SIZE: 24"X24". GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 04 BAHAMA BEIGE.	

T-6	TILE TYPE - 6	09 3000
	LOCATION: KITCHEN FLOOR TILE. MANUFACTURER: CROSSVILLE; STYLE: OWEN STONE; COLOR: MITTENS; SIZE: 24"X24". FINISH: TEXTURED (EXT) GROUT: MAPEI ULTRACOLOR PLUS FA; COLOR: 04 BAHAMA BEIGE.	

TR-1	TILE TRANSITION TYPE - 1	09 3000
	MANUFACTURER: SCHLUTER SYSTEMS; PRODUCT TYPE: SCHLUTER - JOLLY; PROFILE AREA OF USE: WALL; MATERIAL: ALUMINUM; FINISH/ COLOR: MATTE WHITE	

TR-2	TILE TRANSITION TYPE - 2	09 3000
	MANUFACTURER: SCHLUTER SYSTEMS; PRODUCT TYPE: SCHLUTER - TK; PROFILE AREA OF USE: TILE FLOOR TO RESILIENT; MATERIAL: ALUMINUM; FINISH/ COLOR: ALUMINUM	

ACT-1	ACOUSTICAL CEILING TYPE - 1	09 5100
	MANUFACTURER: ARMSTRONG; STYLE: ULTIMA TEGULAR 1911HRC; SIZE: 24" X 24" X 3/4". COLOR: WHITE. GRID: PRELUDE XL HIGH RECYCLED CONTENT 15/16" GRID. COLOR: WHITE	

RTF-1	RESILIENT TILE FLOORING TYPE - 1	09 6500
	LOCATION: CDC MANUFACTURER: SHAWCONTRACT; PATTERN: GRAIN 0502V COLOR: 64200 BARE. SIZE: 7" X 48" X 0.157". INSTALLATION PATTERN: STAGGER. INSTALL WITH TOTALWORX GROUNDWORKS IMPACT UNDERLAYMENT. CONTACT: ginger.carr@shawcontract.com	

RB-1	RESILIENT BASE TYPE - 1	09 6513
	LOCATION: FITNESS; OFFICES. CHILD DEVELOPMENT CENTER. MANUFACTURER: TARKETT; STYLE: MANDALAY 6"; COLOR: 47 BROWN.	

RB-2	RESILIENT BASE TYPE - 2	09 6513
	LOCATION: CLOSETS. MANUFACTURER: TARKETT; STYLE: TRADITIONAL THERMOSET 4" RUBBER COVE BASE; COLOR: 47 BROWN.	

RT-1	RESILIENT TRANSITION TYPE - 1	09 6513
	LOCATION: TILE TO RESILIENT; MANUFACTURER: SCHLUTER; STYLE: RENO-TK; COLOR: SATIN ANODIZED ALUMINUM.	

RT-2	RESILIENT TRANSITION TYPE - 2	09 6513
	LOCATION: CARPET TO RESILIENT; MANUFACTURER: TARKETT; STYLE: SLIMLINE TRANSITION SLT-XX-B; COLOR: 47 BROWN.	

RT-3	RESILIENT TRANSITION TYPE - 3	09 6513
	LOCATION: ATHLETIC FLOOR TO RESILIENT; MANUFACTURER: TARKETT; STYLE: SLIMLINE TRANSITION SLT-XX-F; COLOR: 47 BROWN.	

AF-1	ATHLETIC FLOOR TYPE - 1	09 6566
	LOCATION: FITNESS; MANUFACTURER: ROPPE; TUFLEX SPARTUS MULTI-USE FLOORING COLOR: DUSK 936; INTERLOCKING TILES: 27" x 27" NOMINAL THICKNESS: 3/8"	

EP-1	EPOXY FLOOR TYPE - 1	09 6700
	ADD-ALTERNATE #2 LOCATION: KITCHEN FLOORING; MANUFACTURER: DESCO COATINGS OR SIMILAR; COLOR: TBD	

ROOM FINISH AND MATERIALS LEGEND		
CPT-1	TILE CARPETING TYPE - 1	09 6813
	LOCATION: PRIVATE OFFICES; MANUFACTURER: INTERFACE; STYLE: STEP-REPEAT SR899; COLOR: DARK BROWN 104921. INSTALLATION PATTERN: MONOLITHIC. CONTACT: katie.allen@interface.com	

WC-1	WALL COVERING TYPE - 1	09 7200
	LOCATION: LOCKER AREA IN FITNESS; MANUFACTURER: CARNEGIE XOREL; PATTERN: METEOR 6427; COLOR: 2020	

TB-1	TACKABLE PANEL TYPE - 1	09 8411
	LOCATION: PRIVATE OFFICE; SOUND ABSORBING TACKABLE PANELS. MANUFACTURER: CARNEGIE XOREL; PATTERN: METEOR 6427; COLOR: 2011	

P-1	PAINT COLOR TYPE - 1	09 9113 & 09 9123
	MANUFACTURER: SHERWIN-WILLIAMS; COLOR: SNOWBOUND SW7004.	

P-2	PAINT COLOR TYPE - 2	09 9113 & 09 9123
	MANUFACTURER: SHERWIN-WILLIAMS; COLOR: JONQUIL SW 6674	

P-3	PAINT COLOR TYPE - 3	09 9113 & 09 9123
	MANUFACTURER: SHERWIN-WILLIAMS; COLOR: AQUARIUM SW6767.	

P-4	PAINT COLOR TYPE - 4	09 9113 & 09 9123
	MANUFACTURER: SHERWIN-WILLIAMS; COLOR: AMAZING GRAY SW 7044.	

P-5	PAINT COLOR TYPE - 5	09 9113 & 09 9123
	MANUFACTURER: SHERWIN-WILLIAMS; COLOR: CEILING BRIGHT WHITE SW 7007. USE ON GYPSUM BOARD CEILINGS AND SOFFITS UNLESS NOTED OTHERWISE.	

CG-1	CORNER GUARD TYPE - 1	10 2600
	LOCATION: ALL GYPSUM BOARD CORNERS MANUFACTURER: CONSTRUCTION SPECIALTIES; STYLE: CO SERIES. MODEL: CO-8; SIZE: 8" LONG, 1 1/2" LEGS. COLOR: CLEAR ANODIZED	

RS-1	ROLLER SHADES TYPE - 1	12 2413
	MANUFACTURER: DRAPER; CLUCH-OPERATED FLEXSHADE SINGLE MANUAL ROLLER SHADE SHADE FABRIC: 3% OPENNESS. STYLE: SW2400	

QA-1	QUARTZ TYPE - 1	12 3661
	LOCATION: CDC; MANUFACTURER: VETRAZZO; COLOR: MILLEFIORI, 3 CM THICK GLASS AND CEMENT TOP	

SM-1	SOLID-SURFACE MATERIAL TYPE - 1	12 3661
	MANUFACTURER: FORMICA CLASSICS; COLOR: LUNA SAND, 757	

ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

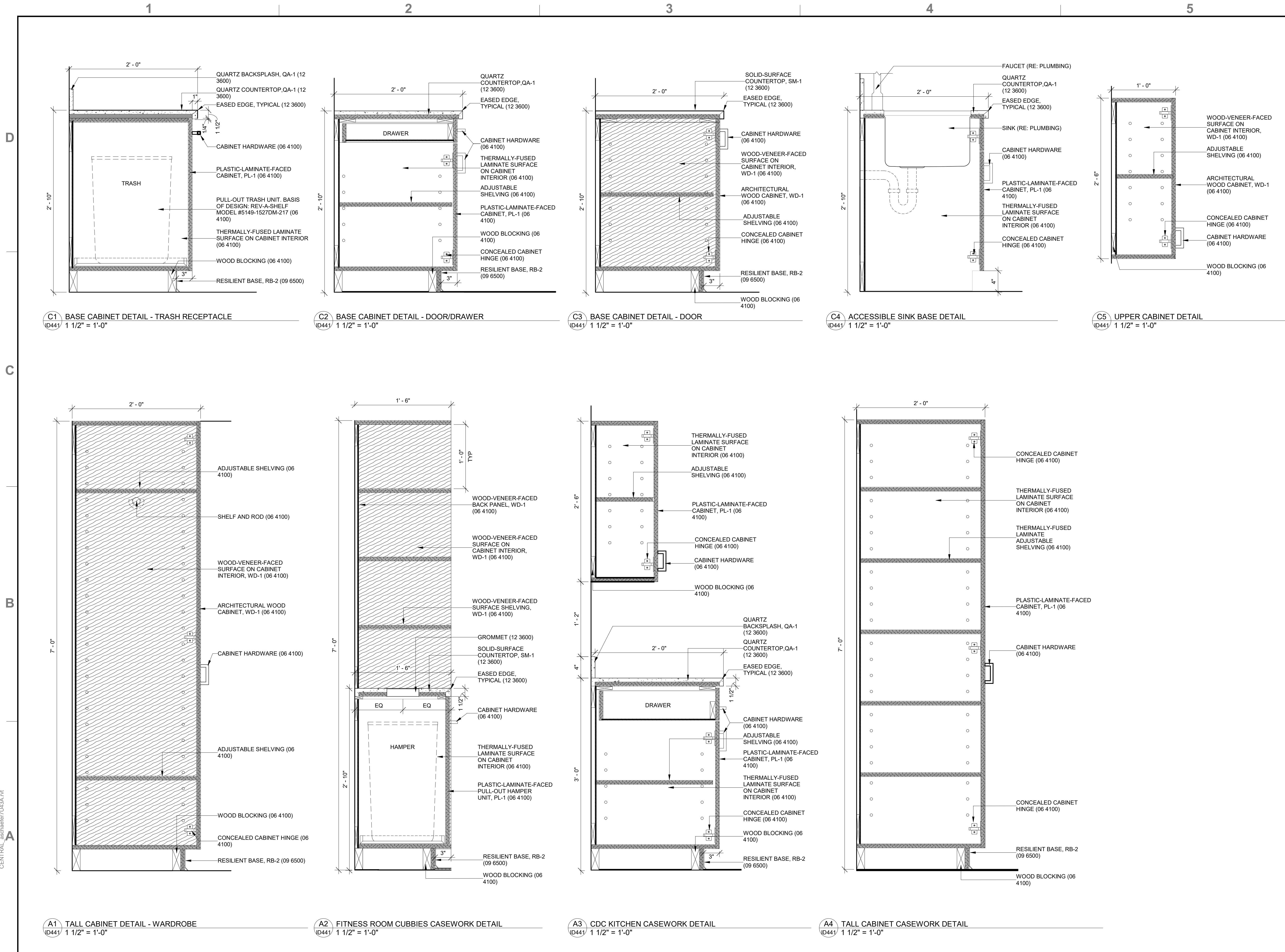
MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
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ISSUE DATE: 10/17/2024
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FINISH LEGEND AND SCHEDULE

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ROELAND PARK COMMUNITY CENTER
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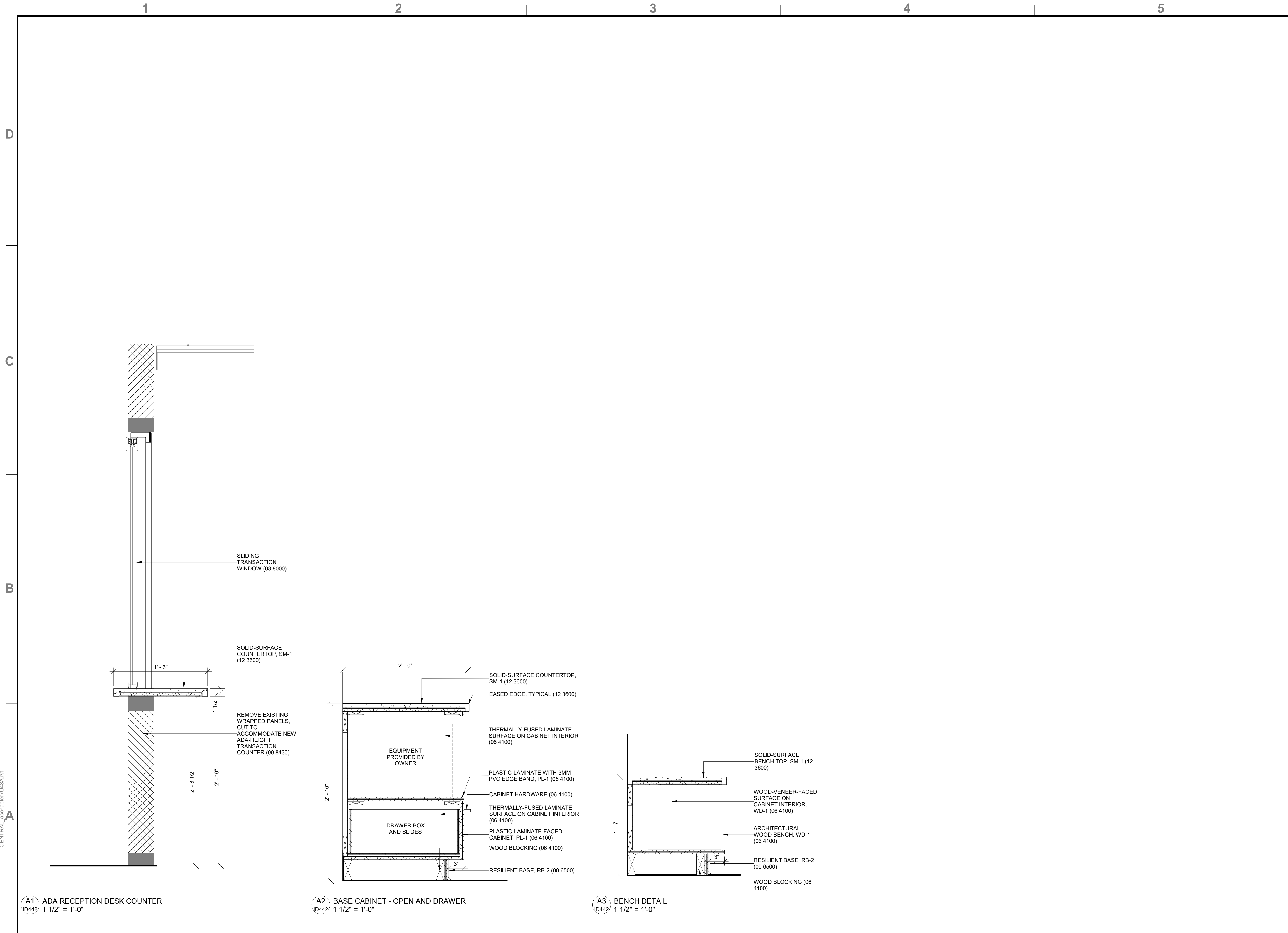
CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
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INTERIOR
CASEWORK
DETAILS

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ROELAND PARK COMMUNITY CENTER
PHASE II IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KANSAS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-12
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CASEWORK
DETAILS

ID442



SHEET INDEX

ME0.0	COVER SHEET
M0.1	MECHANICAL DEMO - AREA A
M0.2	MECHANICAL DEMO - AREA B
M0.3	MECHANICAL DEMO - AREA C
M1.1	MECHANICAL PLAN - AREA A
M1.2	MECHANICAL PLAN - AREA B
M1.3	MECHANICAL PLAN - AREA C
M2.1	MECHANICAL SCHEDULES
M3.1	MECHANICAL DETAILS
P0.1	PLUMBING DEMO - AREA A
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P1.1	PLUMBING PLAN - AREA A
P1.2	PLUMBING PLAN - AREA C
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E0.1	ELECTRICAL DEMO PLAN - AREA A
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E0.3	ELECTRICAL DEMO PLAN - AREA C
E1.1	LIGHTING PLAN - AREA A
E1.2	LIGHTING PLAN - AREA C
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E2.2	POWER PLAN - AREA B
E2.3	POWER PLAN - AREA C
E3.1	ELECTRICAL SCHEDULES
E4.1	ELECTRICAL DETAILS

GENERAL NOTES

1. SOME ROOM NAMES MAY NOT BE SHOWN FOR PURPOSE OF CLARIFYING PLAN. REFER TO ARCHITECTURAL PLANS FOR REFERENCE. ROOM NAMES NOT SHOWN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AND KEEP AT THE JOB SITE, AN UP TO DATE SET OF "RECORD DRAWINGS" SHOWING ALL CHANGES FROM THE ORIGINAL PLANS. THE CONTRACTOR SHALL DELIVER THE "RECORD DRAWINGS" TO THE ENGINEER FOR REVIEW AND APPROVAL. THE DRAWINGS SHALL BE THESE DRAWINGS ARE DIAGRAMATIC. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS (NEW AND EXISTING), DIMENSIONS, AND CLEARANCES PRIOR TO THE COMMENCEMENT OF WORK AND SHALL INCLUDE ALL COSTS, EQUIPMENT, MATERIAL, ACCESSORIES, ETC. REQUIRED TO COMPLETE A FULLY COMPLETE, FUNCTIONAL AND CODE COMPLIANT INSTALLATION.
3. FINAL LOCATIONS OF ALL DEVICES, LIGHT FIXTURES, EQUIPMENT ETC. SHALL BE INDICATED ON THE ARCHITECTURAL DRAWINGS. ALL INFORMATION FROM THE ARCHITECTURAL PLANS, NO DIMENSIONAL INFORMATION SHALL BE OBTAINED FROM MEP DRAWINGS.
4. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, APPROVALS, ETC. AS NECESSARY FOR THE COMPLETE INSTALLATION OF THE PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ALL FEES AND DATA NEEDED FOR THIS.

GEN. RENOVATION NOTES

1. DISCONNECT AND REMOVE ANY EQUIPMENT, PIPING OR DUCTWORK THAT WAS INSTALLED AS PART OF THE BUILDING SHELL THAT IS NOT NEEDED OR IN CONFLICTS WITH THIS BUILD OUT.
2. EXISTING UNDERGROUND PIPINGS, LOCATIONS ARE ESTIMATED BASED ON PLANT AND RECORD DRAWINGS. FIELD VERIFY EXIST LOCATIONS DURING CONSTRUCTION AND PROVIDE ALL NECESSARY MODIFICATIONS.
3. SAWCUT GRADE FLOOR SLABS TO INSTALL NEW PIPING, MECHANICAL SYSTEMS, ELECTRICAL FLOOR SLABS TO BE CUT TO MATCH THE NEW FLOOR SLAB TO MATCH FLOOR LIKE NEW AFTER INSTALLATION. MAKE CARE TO CUT EXISTING CONDUIT, ETC AND AVOID CUTTING EXISTING CONDUITS BY NOT OVER-CUTTING SLAB DEPTH.
4. SAWCUT AND CORE DRILL OPERATIONS WILL BE REQUIRED FOR ABOVE GRADE PIPING, ELECTRICAL, MECHANICAL, AND GAS. ASCERTAIN SLAB AND EXISTING CONDUIT PENETRATIONS PRIOR TO CUTTING. VERIFY OPERATIONS WITH STRUCTURAL ENGINEER PRIOR TO CUTTING.
5. HUMANER CIRCUITS TO 20 AMP, SINGLE POLE BREAKERS IN PANELS. ALL ELECTRICAL WORK SHALL BE DONE BY LICENSED ELEC. ALLOWED BY DEMOLITION, IF NO SPARE BREAKER IS AVAILABLE, PROVIDE NEW BREAKER.
6. EXISTING CIRCUITING MAY BE RE-USED WHERE POSSIBLE.
7. CONCEAL NEW CIRCUITING IN WALLS WHERE POSSIBLE. FOR NEW ELECTRICAL CIRCUITING IN WALLS, NEW ELECTRICAL CIRCUITING IN WIREMOLD. COORDINATE FINISH AND GENERAL ROUTING OF WIREMOLD WITH ARCHITECT TO BE AS CONCEALED AND/OR ROUTED IN A NEAT AND ORGANIZED CONSISTENT MANNER.
8. ALL LIGHTING FIXTURES THAT ARE RELOCATED OR OTHERWISE AFFECTED BY THE SCOPE OF WORK SHALL BE CLEANED AND RELAMPED.

4

MECHANICAL AND PLUMBING SYMBOL LEGEND

SOME SYMBOLS AND ABBREVIATIONS ON THIS LEGEND MAY NOT BE USED

SHEET METAL		MECHANICAL PIPING
HIGH EFFICIENCY ROUND DUCT TAKEOFF (WITH & WITHOUT MANUAL DAMPER)		— RL — REFRIGERANT LIQUID
SPIN-IN ROUND DUCT TAKEOFF (WITH & WITHOUT MANUAL DAMPER)		— RS — REFRIGERANT SUCTION
CONICAL BELLMOUTH ROUND TAKEOFF		— D — DRAIN (CONDENSATE)
ROUND DUCT RUNOUT WITH FLEX DUCT		— CA — COMPRESSED AIR
DUCTWORK ELBOW (WITH & WITHOUT TURNING VANES)		— CWS — CHILLED WATER SUPPLY
FD: FIRE DAMPER	FS: FIRE/SMOKE DAMPER	— CWR — CHILLED WATER RETURN
SD: SMOKE DAMPER	BD: BACKDRAFT DAMPER (GRAVITY)	— C/HWS — CHILLED/HOT WATER SUPPLY
		— C/HWR — CHILLED/HOT WATER RETURN
		— HWS — HOT WATER SUPPLY
		— HWR — HOT WATER RETURN
		— CTWS — COOLING TOWER SUPPLY
		— CTRW — COOLING TOWER RETURN
		— STM — STEAM (ANY #S DENOTE PRESSURE)
		— CR — CONDENSATE RETURN (#S DENOTE PRESSURE)
		— RV — REFRIGERANT VENT
		— RD — RUPTURE DISK
		PLUMBING PIPING
		— . . . — DOMESTIC COLD WATER
		— . . . — DOMESTIC HOT WATER
		— — — — RECIRCULATING DOMESTIC HOT WATER
		— SAN — WASTE ABOVE GRADE OR FLOOR
		— SAN — WASTE BELOW GRADE OR FLOOR
		— ST — STORM ABOVE GRADE OR FLOOR
		— ST — STORM BELOW GRADE OR FLOOR
		— ST/O — STORM OVERFLOW ABOVE GRADE OR FLOOR
		— ST/O — STORM OVERFLOW BELOW GRADE OR FLOOR
		— V — PLUMBING VENT
		— W — WATER SERVICE
		— G — GAS (NATURAL)
		— PD — FROM SUMP PUMP DISCHARGE
		— CA — COMPRESSED AIR
		— LP — PROPANE
		— SCW — SOFT DOMESTIC COLD WATER
		— SHW — SOFT DOMESTIC HOT WATER
		— SRW — SOFT RECIRCULATING HOT WATER
		— ACID — ACID WASTE
		— --- VACID --- ACID WASTE VENT
		— NP — NON-POTABLE
		— DI — DEIONIZED WATER
		— RO — REVERSE OSMOSIS WATER
		PLUMBING RISER CALLOUT (REFERS TO RISER DIAGRAM)
		(W&V) XX
		FIRE SPRINKLER
		— F — FIRE PROTECTION PIPING
		— — — SPRINKLER HEAD
		— — — SIDEWALL SPRINKLER HEAD
		— — — FIRE PROTECTION SAMESE CONNECTION
		— — — POST INDICATOR VALVE

COORDINATION NOTES

1. COORDINATE REQUIREMENTS FOR INSTALLATION OF SYSTEMS AND EQUIPMENT WITH ALL OTHER TRADES.
2. THE CONTRACTOR SHALL COORDINATE THE ROUTING AND PATH OF ALL AIR PIPES, DUCTS ETC. WITH THE POSITION AND LAYOUT OF THE STRUCTURE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY OFFSETS, TURNS, RISERS AND DROPS FOR SYSTEMS AND COMPONENTS AS REQUIRED TO INSTALL THE MEP SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUCH SYSTEMS IN POTENTIAL CONFLICT WITH ROUTING.
3. COORDINATE WORK WITH OTHER TRADES TO INSTALL SYSTEMS ABOVE CEILING HEIGHTS INDICATED ON ARCHITECTURAL PLANS.
4. CHECK SPACE REQUIREMENTS WITH OTHER TRADES AND SUBCONTRACTORS/CONSTRUCTORS TO ENSURE THAT ALL MATERIALS AND EQUIPMENT TO BE INSTALLED IN EACH SPACE ALLOTTED INCLUDING FINISHED SUSPENDED CEILING AND OTHER SPACES, CHASES, ETC WITHIN THE BUILDING, MAKE MODIFICATIONS THERETO AS REQUIRED AND APPROVED.
5. FURNISH OTHER TRADES ALL INFORMATION REQUIRED FOR WORK TO BE PROVIDED UNDER THEIR RESPECTIVE SECTIONS IN AMPLE TIME FOR INSTALLATION.
6. COORDINATE WORK INTERCONNECTIONS WITH WORK OF OTHER TRADES.
7. WHEREVER WORK WITH THESE TRADES TO ENSURE THAT ALL SUCH SYSTEMS HAVE THE NECESSARY SPACE TO BE INSTALLED. IF THEY MAY PROPERLY INSTALL ALL CONNECTIONS AND EQUIPMENT IDENTIFY ALL ITEMS OF WORK THAT REQUIRE ACCESS SO THAT THE CEILING TRADE WILL KNOW WHERE TO INSTALL ACCESS DOORS AND PANELS.
8. COORDINATE, PROJECT AND SCHEDULE WORK WITH OTHER TRADES IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCE.
9. DRAWINGS SHOW THE GENERAL RUNS OF CONDUTES, PIPING AND DUCTWORK AND APPROXIMATE LOCATION OF OUTLETS. ANY SUCH INFORMATION HAS TO BE REVISITED BY THE OWNER TO MEET FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT/ENGINEER AND RECEIVE HIS APPROVAL BEFORE SUCH ALTERATIONS ARE MADE. ALL SUCH MODIFICATIONS SHALL BE MADE IN WRITING WITH APPROVAL OF THE OWNER.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND REPAIR OF SURFACES, AREAS AND PROPERTY THAT MAY BE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
11. ADJUST LOCATION OF PIPING, DUCTWORK, ETC. TO PREVENT INTERFERENCE, BOTH ANTICIPATED AND UNEXPECTED, DETERMINE THE LOCATION OF EACH ITEM OF EACH ITEM OF WORK, AND FABRICATION, MAKE OFFSETS, TRANSITIONS AND CHANGES IN DIRECTION IN SYSTEMS AS REQUIRED TO MAINTAIN ADEQUATE CLEARANCE AND HEADROOM.
12. WHENEVER THERE IS A SHORTAGE OF SUFFICIENT CONTAINMENT, PREPARE AND SUBMIT TO THE ARCHITECT/ENGINEER FOR APPROVAL AN ADDITIONAL COORDINATION DRAWINGS AND ORGANIZE ON-SITE MEETINGS WITH ALL RELATED SUBCONTRACTORS TO COORDINATE THE WORK BETWEEN TRADES. DRAWINGS SHALL CLEARLY SHOW THE LOCATION OF ITEMS RELATED TO THE WORK OF EACH TRADE. ALL SUCH SUBMITTED FOR REVIEW PRIOR TO COMMENCING SHOP FABRICATION OR ERECTION IN THE FIELD.
13. WHENEVER THERE IS A SHORTAGE OF SUFFICIENT CONTAINMENT, PREPARE AND SUBMIT TO THE ARCHITECT/ENGINEER FOR APPROVAL AN ADDITIONAL COORDINATION DRAWINGS AND ORGANIZE ON-SITE MEETINGS WITH ALL RELATED SUBCONTRACTORS TO COORDINATE THE WORK BETWEEN TRADES. DRAWINGS SHALL CLEARLY SHOW THE LOCATION OF ITEMS RELATED TO THE WORK OF EACH TRADE. ALL SUCH SUBMITTED FOR REVIEW PRIOR TO COMMENCING SHOP FABRICATION OR ERECTION IN THE FIELD.
14. COORDINATE WITH LOCAL UTILITY PROVIDERS FOR THEIR REQUIREMENTS FOR SERVICE CONNECTIONS AND PROVIDE ALL NECESSARY PAYMENTS, PERMITS, LABOR AND TESTING TO ACCOMPLISH THE WORK.
15. COORDINATE THE MOUNTING OF SUSPENDED LIGHT FIXTURES UTILIZING INDIRECT LIGHT SO THAT CONDUIT, DUCTWORK, STRUCTURAL ETC. ARE NOT DIRECTLY EXPOSED TO THE LIGHT FIXTURE. MAINTAIN A MINIMUM OF 24" CLEARANCE FROM THESE ITEMS WHENEVER POSSIBLE.

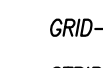
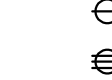
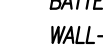
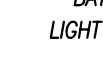
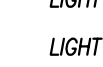
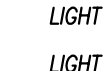
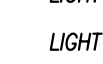
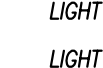
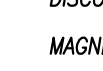
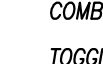
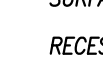
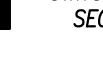
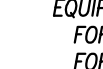
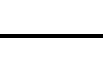
DEMOLITION NOTES

1. ALL WORK SHOWN DARK AND DASHED IS TO BE DEMOLISHED. WORK SHOWN LIGHT IS EXISTING TO REMAIN.
2. REFER TO ARCHITECTURAL PLANS FOR FURTHER EXTENT OF WORK SHOWN DASHED.
3. ALL EXISTING PIPING SCHEDULED FOR DEMOLITION THAT ROUTES BELOW SLAB SHALL BE GROUND FLUSH WITH FLOOR, PLUGGED AND THE FLOOR PATCHED TO MATCH SURROUNDING FLOOR.
4. COORDINATE ALL DEMOLITION WORK WITH OWNER.
5. CONTACT UTILITY LOCATING SERVICE TO LOCATE EXACT LOCATION OF ALL UTILITIES BEFORE DEMOLITION.
6. MAINTAIN ALL EXISTING DEVICES, EQUIPMENT, ASSOCIATED CIRCUITS ETC. SHOWN AS EXISTING TO REMAIN OR OTHERWISE UNRELATED TO THE SCOPE OF THE PROJECT IN WORKING ORDER.
7. CONTRACTOR SHALL REMOVE LAY-IN CEILINGS, LIGHT FIXTURES, ETC. AS REQUIRED FOR RE-INSTALLATION PRIOR TO DEMOLITION. REMOVE AND REPLACE SAME AFTER CONSTRUCTION. EXISTING CONDUITS ABOVE CEILINGS SHALL BE RELOCATED AND/OR TEMPORARILY REMOVED TO FACILITATE THE INSTALLATION OF NEW EQUIPMENT.
8. CONTRACTOR SHALL REMOVE ALL ITEMS THEY DESIRED TO SALVAGE PRIOR TO CONSTRUCTION BEGINNING.
9. NOTES AND DRAWINGS ARE BASED UPON A FIELD EXAMINATION OF THE SITE AND MAY NOT INDICATE ALL ITEMS. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE AND THE WORK TO BE DONE PRIOR TO BID. ANY EXISTING CONDITION WHICH IS APPARENT OR COULD BE REASONABLY INFERRED FROM A VISIT TO THE SITE SHALL NOT BE THE BASIS FOR A CHANGE IN THE CONTRACT AMOUNT.
10. REFER TO NEW WORK PLANS FOR ANY ITEMS THAT MAY REQUIRE REMOVAL FOR RELOCATION OR DEMOLITION.
11. PROPERLY DISPOSE OF ALL DEMOLISHED ITEMS OFF SITE.
12. REMOVE ALL MISCELLANEOUS CONDUITS, PIPES, ETC. THOUGH NOT SPECIFICALLY SHOWN ON PLAN, THAT ARE EITHER UNUSED OR WILL BE UNUSED DUE TO DEMOLITION ACTIVITIES, IN ORDER TO PROVIDE CLEARANCE FOR NEW CONSTRUCTION.
13. PROTECT ALL EXISTING SURFACES AND EQUIPMENT DURING CONSTRUCTION. EXISTING ITEMS TO REMAIN SHALL BE ADEQUATELY PROTECTED FROM DEMOLITION AND NEW CONSTRUCTION WORK, AS REQUIRED. ANY ITEMS DAMAGED OR MARRED SHALL BE ABANDONED BY OWNER. CONTRACTOR SHALL OBTAIN OWNER'S SATISFACTION TO ORIGINAL CONDITION BEFORE RECONSTRUCTION.
14. PATCH ANY HOLES IN STRUCTURE CREATED BY REMOVAL OF DUCTWORK, CONDUITS, PIPES, ETC.
15. REMOVE ALL ITEMS SHOWN IN WALLS TO BE DEMOLISHED. ALL ELECTRICAL CONDUIT AND PIPING SHALL BE REMOVED BACK TO PANELBOARDS AND PROPERLY TERMINATED.
16. SAW CUT FLOOR FOR THE INSTALLATION OF NEW SANITARY PIPING. REFER TO PLUMBING PLANS SHOWING NEW WORK.
17. SAVE, CLEAN, AND RE-LAMP ALL LIGHT FIXTURES NOTED AS BEING RELOCATED. REFER TO NEW WORK PLANS AND LIGHT FIXTURE SCHEDULE FOR DESIRED TYPES, QUANTITIES, AND LOCATIONS. FIXTURES TO BE RE-USED.

1

ELECTRICAL SYMBOL LEGEND

SOME SYMBOLS AND ABBREVIATIONS ON THIS LEGEND MAY NOT BE USED

CIRCUITING  HOME RUN (2ø12 1ø120 UNO)  INDICATES 2 PHASE, 1 N, & 1 GRD CONDUCTOR  HOME RUN: INDICATES SHARED CIRCUIT  HOME RUN: INDICATES #10 CONDUCTORS ENTIRELY	POWER DEVICES  DUPLEX RECEPTACLE  LINE THRU DEVICE INDICATES ABOVE COUNTER  SPECIAL DUPLEX RECEPTACLE (GFCI, ISOLATED GROUND, ETC.)  QUADPLEX RECEPTACLE
UTILITIES --- UGE --- UNDERGROUND ELECTRICAL --- OHE --- OVERHEAD ELECTRICAL --- TELE --- TELECOMMUNICATIONS CONDUIT --- UGT --- UNDERGROUND TELECOMMUNICATIONS CONDUIT	 SIMPLEX RECEPTACLE W/NEMA CONFIG AS NOTED  MULTI-POLE RECEPTACLE W/NEMA CONFIG AS NOTED  CEILING MOUNTED RECEPTACLE
LIGHTING  GRID-MOUNTED TROFFER LIGHT FIXTURE  STRIP LIGHT FIXTURE  SURFACE/RECESSED LIGHT FIXTURE	 MULTI-POLE RECEPTACLE W/NEMA CONFIG AS NOTED  CEILING MOUNTED RECEPTACLE  RECEPTACLE/DEVICE MOUNTED IN "TOMBSTONE"
 BATTERY-OPERATED EMERGENCY LIGHT (WALL MTD)  BATTERY-OPERATED EMERGENCY LIGHT (CEILING MTD)  WALL-MOUNTED COMBINATION EXIT LIGHT/ BATTERY-OPERATED EMERGENCY LIGHT	 PLUG MOLD / WIRE MOLD AS SPECIFIED  JUNCTION BOX  PUSH BUTTON
 LIGHT SWITCH - SINGLE POLE  LIGHT SWITCH - 3-WAY  LIGHT SWITCH - 4-WAY	 LINE THRU DEVICE INDICATES ABOVE COUNTER  DATA OUTLET (DOUBLE-GANG BOX WITH (2) 3/4" CONDUITS TO ABOVE ACCESSIBLE CEILING)
 LIGHT SWITCH - KEY  LIGHT SWITCH - DIMMER  LIGHT SWITCH - PILOT LIGHT  LIGHT SWITCH - 2 POLE  LIGHT SWITCH - 3-WAY DIMMER  WALL-MOUNTED MOTION SWITCH	 DATA OUTLET (DOUBLE-GANG BOX WITH (2) 3/4" CONDUITS TO ABOVE ACCESSIBLE CLG.)  PHONE OUTLET WITH NUMBER OF PHONE JACKS AS INDICATED - SEE DETAILS FOR ADD'L INFO.  DATA OUTLET WITH NUMBER OF PHONE JACKS AS INDICATED - SEE DETAILS FOR ADD'L INFO.
 CEILING-MOUNTED MOTION SWITCH  SWITCHBANK - REFER TO DETAILS  DIMMER BOARD	 WALL-MOUNTED WIRELESS INTERNET TRANSMITTER  CEILING-MOUNTED WIRELESS INTERNET TRANSMITTER
 REMOTE CONTROL SWITCH AS SCHEDULED  TIMECLOCK - REFER TO PLANS / DETAILS	 TELEVISION OUTLET (SINGLE GANG BOX WITH (1) 3/4" CONDUIT TO ABOVE ACCESSIBLE CEILING)  REVERSE TELEVISION OUTLET - CABLE TO HEAD END
EQUIPMENT  DISCONNECT SWITCH. RE: PLANS FOR INFORMATION.  MAGNETIC MOTOR STARTER  COMBINATION DISCONNECT SWITCH / MOTOR STARTER	 TEACHER'S DESK CONNECTIONS - RE: DETAILS  WALL SPEAKER  CEILING SPEAKER
 SURFACE PANELBOARD  RECESSED PANELBOARD  DISTRIBUTION PANELBOARD  SWITCHBOARD. FEEDER/MAIN CIRCUIT BREAKER SECTION AND DISTRIBUTION SECTION.	 CEILING SPEAKER - SUBWOOFER  CEILING SPEAKER - SOUND SYSTEM  VOLUME CONTROL
GENERAL SYMBOLS  INDICATES CONNECT TO EXISTING  INDICATES ELEVATION  EQUIPMENT TAG. REFER TO CONNECTIONS SCHEDULE FOR ELECTRICAL CONNECTIONS AND LOAD INFO FOR KITCHEN, SHOP, ETC. EQUIPMENT	COMMUNICATIONS SYMBOLS  INTERCOM CALL STATION  INTERCOM HANDSET

2

FIRE ALARM

	MANUAL PULL STATION
	CEILING SMOKE DETECTOR
	DUCT SMOKE DETECTOR
	HEAT DETECTOR
	WATERFLOW SWITCH
	TAMPER SWITCH
 75	WALL-MOUNTED FA STROBE WITH CANDELA RATING. 15cd RATING UNLESS OTHERWISE NOTED ON PLANS.
	WALL-MOUNTED FA HORN
	WALL-MOUNTED FA SPEAKER
 30	WALL-MOUNTED FA HORN/STROBE WITH CANDELA RATING. 15cd UNLESS OTHERWISE NOTED ON PLANS.
 30	WALL-MOUNTED FA SPEAKER/STROBE WITH CANDELA RATING. 15cd UNLESS OTHERWISE NOTED ON PLANS.
 75	CEILING-MOUNTED FA STROBE WITH CANDELA RATING. MINIMUM OF 15cd RATING.
	CEILING-MOUNTED FA SPEAKER.
 30	CEILING-MOUNTED FA STROBE WITH CANDELA RATING. MINIMUM OF 15cd RATING.
 30	CEILING-MOUNTED FA SPEAKER/STROBE WITH CANDELA RATING. MINIMUM OF 15cd RATING.
	RELAY
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	REMOTE ANNUNCIATOR PANEL
	FIRE ALARM EXTENDER CABINET
	DOOR HOLDER
 120V	SINGLE / MULTI-STATION 120V SMOKE ALARM
	ZONE ADDRESSABLE MODULE
	INDIVIDUAL ADDRESSABLE MODULE
	KITCHEN HOOD FIRE SUPPRESSION SYSTEM PANEL
	KITCHEN HOOD REMOTE PULL STATION
	AREA OF RESCUE ASSISTANCE STATION
	AREA OF RESCUE ASSISTANCE MASTER STATION

NURSE CALL

I-(N)	NURSE CALL STATION
I-(C)	NURSE CALL EMERGENCY PULL CORD
I-(CB)	CODE BLUE STATION
I-(SS)	NURSE CALL STAFF STATION
I-(PB)	NURSE CALL DUAL PUSHBUTTON STATION (CODE BLUE / STAFF ASSIST)
I-(PM)	PATIENT MONITOR STATION
I-(DS)	NURSE CALL DUTY STATION
DL	NURSE CALL DOME LIGHT
ZL	NURSE CALL ZONE LIGHT
NCM	NURSE CALL MASTER STATION
RCM	RESIDENT CALL MASTER STATION
I-(PC)	RESIDENT CALL EMERGENCY PULL CORD

SECURITY

	FIXED CAMERA
	PAN/TILT/ZOOM CAMERA
	PROXIMITY TYPE CARD READER
	SWIPE CARD READER
	ELECTRIC STRIKE
	KEYPAD / MAG LOCK
	BUTTON / MAG LOCK

D

C

B

A

5

A


$$3/16'' = 1'-0''$$


1. REFER TO GENERAL DEMOLITION NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.

- 1 EXISTING HVAC DUCTWORK TO REMAIN IN THIS AREA.
- 2 REMOVE EXISTING BASEBOARD HEATER, PIPES, AND ASSOCIATED ACCESSORIES.
- 3 REMOVE EXISTING DIFFUSER, PATCH, PAINT & PREPARE DUCTWORK FOR NEW WORK. REF. TO NEW WORK PLAN.
- 4 REMOVE AND RELOCATE CONDENSING UNIT ONTO TO ROOF. REFER TO NEW WORK PLAN FOR NEW APPROPRIATE LOCATION. RE-ROUTE REFRIGERANT PIPING AND RE-CHARGE THE SYSTEM TO THE MANUFACTURER'S RECOMMENDED CHARGE. REFER TO THE 'ROOF PIPE CURB PENETRATION' DETAIL FOR REFRIGERANT PIPE PENETRATION THRU ROOF.
- 5 EXISTING FURNACE AND CONDENSING UNIT TO BE REPLACED. DEMOLISH SUPPLY AND RETURN DUCTWORK. REFER TO NEW WORK PLAN.
- 6 EXISTING FURNACE TO BE RELOCATED. DEMOLISH SUPPLY AND RETURN DUCTWORK. REFER TO NEW WORK PLAN.
- 7 DEMOLISH EXISTING HOOD, FAN, AND ASSOCIATED DUCTWORK. REMOVE LOUVER IN EXTERIOR WALL. REFER TO ARCHITECTURAL DRAWINGS FOR PATCHING.
- 8 REMOVE EXISTING HEATER, PIPES, AND ASSOCIATED ACCESSORIES.
- 9 REMOVE EXISTING FAN, DUCTS, GRILLS, AND DIFFUSERS FROM THIS ROOM. REFER TO NEW WORK PLAN.



CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

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M0.2

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

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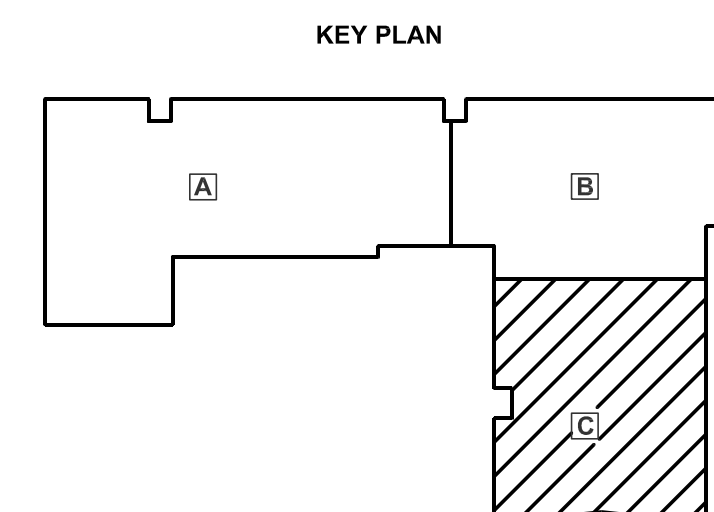
**DEMO PLAN -
MECHANICAL
AREA C**

M0.3



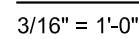
1. REFER TO GENERAL DEMOLITION NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.

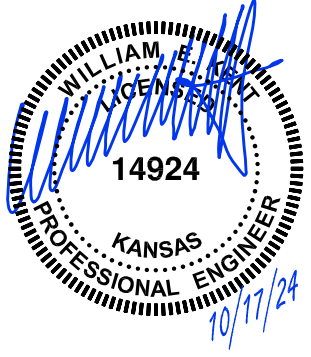
- ① EXISTING HVAC DUCTWORK TO REMAIN IN THIS AREA.
- ② REMOVE EXISTING BASEBOARD HEATER, PIPES, AND ASSOCIATED ACCESSORIES.
- ③ REMOVE EXISTING DIFFUSER, PATCH, PAINT & PREPARE DUCTWORK FOR NEW WORK. REFER TO NEW WORK PLAN.
- ④ REMOVE AND RELOCATE CONDENSING UNIT ONTO TO ROOF: REFER TO NEW WORK PLAN FOR NEW APPROXIMATE LOCATION. RE-ROUTE REFRIGERANT PIPING TO RE-CHARGE THE SYSTEM. THE MANUFACTURER'S RECOMMENDED CHARGE. REFER TO THE "ROOF PIPE CURB PENETRATION" DETAIL FOR REFRIGERANT PIPE PENETRATION THRU ROOF.
- ⑤ EXISTING FURNACE AND CONDENSING UNIT TO BE REPLACED, DEMOLISH SUPPLY AND RETURN DUCTWORK. REFER TO NEW WORK PLAN.
- ⑥ EXISTING FURNACE TO BE RELOCATED. DEMOLISH SUPPLY AND RETURN DUCTWORK. REFER TO NEW WORK PLAN.
- ⑦ EXISTING EXISTING HOOD, FAN, AND ASSOCIATED DUCTWORK. REMOVE LOUVER IN EXTERIOR WALL. REFER TO ARCHITECTURAL DRAWINGS FOR PATCHING.
- ⑧ REMOVE EXISTING HEATER, PIPES, AND ASSOCIATED ACCESSORIES.
- ⑨ REMOVE EXISTING FAN, DUCTS, GRILLS, AND DIFFUSERS FROM THIS ROOM. REFER TO NEW WORK PLAN.



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ENGINEERS

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ROELAND PARK COMMUNITY CENTER PHASE 2 IMPROVEMENTS

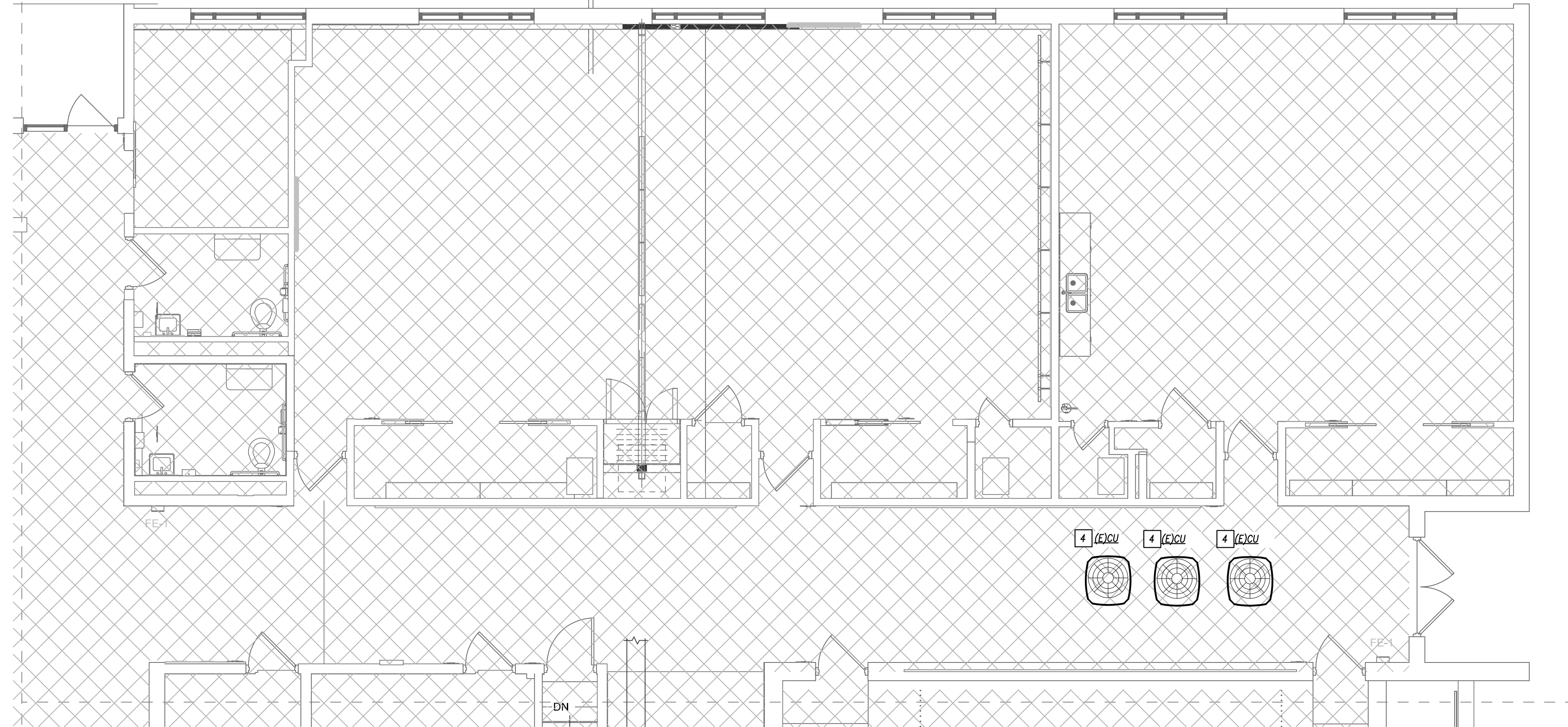
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4850 ROSEWOOD DRIVE
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FLOOR PLAN -
MECHANICAL
AREA B

M1.2



 **FLOOR PLAN - MECHANICAL - AREA B**
3/16" = 1'-0"

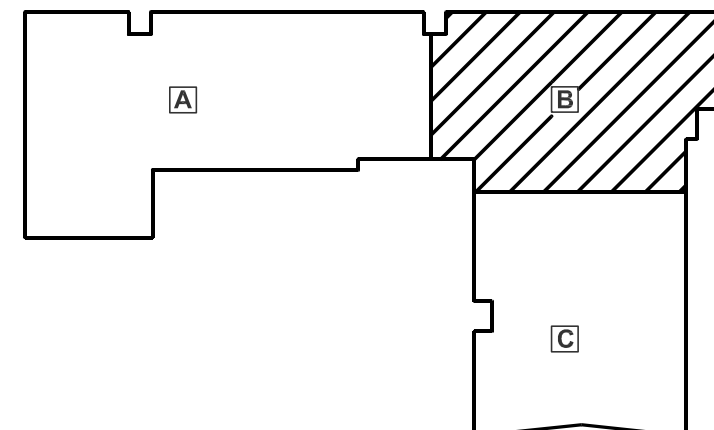
- ## GENERAL HVAC NOTES

1. REFER TO GENERAL NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.
2. ROUND BRANCH DUCT RUNOUTS AND FLEXIBLE DUCT SHALL BE THE SAME SIZE AS THE DIFFUSER NECK UNLESS NOTED OTHERWISE.
3. MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 5'-0".
4. ALL RUNOUTS TO TERMINAL BOXES SHALL BE ONE SIZE LARGER THAN BOX INLETS UNLESS NOTED OTHERWISE.
5. ALL AIR DISTRIBUTION DEVICES SHALL HAVE LOCKABLE VOLUME CONTROL DEVICES.
6. ALL 90 DEGREE TURNING ELBOWS SHALL BE SMOOTH ROUND OR SQUARE WITH TURNING VANES.
7. DUCT SIZES SHOWN ON PLANS ARE INSIDE FREE AREA.
8. PROVIDE ACCESS DOORS IN DUCTS AHEAD OF ALL AUTOMATIC, FIRE, AND SMOKE DAMPERS.
9. FOR BALANCING THE OUTSIDE AIRFLOW QUANTITIES, REFER TO HVAC SCHEDULES.

HVAC PLAN KEYED NOTES

- 1 EXISTING FURNACE RELOCATED. ROUTE CONDENSATE DRAIN TO NEAREST FLOOR DRAIN. PROVIDE CONDENSATE PUMP AS NEEDED.
- 2 PUMP FURNACE CONDENSATE TO NEAREST FLOOR DRAIN, DRAIN TRAP/PIECE, OR OTHER APPROVED INDIRECT DRAIN RECEPTOR.
- 3 CONDENSER LOCATED ON ROOF. COORDINATE EXACT LOCATION WITH SOLAR PANELS AND OTHER OBSTRUCTIONS.
- 4 EXISTING CONDENSER RELOCATED ON ROOF. COORDINATE EXACT LOCATION WITH SOLAR PANELS AND OTHER OBSTRUCTIONS.
- 5 NEW EXHAUST HOOD. LOCATION IS AN ESTIMATE. COORDINATE FINAL LOCATION WITH OWNER PRIOR TO INSTALLATION.
- 6 TERMINATE EXHAUST DUCT THROUGH ROOF WITH GOOSENECK. COORDINATE EXHAUST LOCATION WITH SOLAR PANELS AND OTHER OBSTRUCTIONS. OUTLET SHALL BE 10 FEET OR GREATER FROM THE NEAREST FRESH AIR INTAKE.
- 7 TERMINATE FRESH AIR DUCT THROUGH ROOF WITH GOOSENECK. COORDINATE EXHAUST LOCATION WITH SOLAR PANELS AND OTHER OBSTRUCTIONS.
- 8 TRANSFER DUCT ABOVE CEILING
- 9 ROUTE DUCT AS HIGH AS POSSIBLE IN SPACE. COORDINATE ROUTING WITH OTHER DISCIPLINES.
- 10 RE-USE EXISTING WALL PENETRATION FROM DEMOLISHED KITCHEN EXHAUST HOOD FOR TRANSFER.
- 11 PROVIDE MISSING TITUS 300RS WALL MOUNTED DIFFUSER FROM PHASE 1 WORK.
- 12 PAINT EXISTING REGISTER TO MATCH NEW WALL. REPAIR AS NEEDED.
- 13 TURN DUCTS UP INSIDE SOFFIT AND ROUTE THROUGH JOISTS TO DIFFUSER. COORDINATE WITH OTHER DISCIPLINES AND STRUCTURAL MEMBERS.
- 14 ROUTE KITCHEN HOOD EXHAUST UP THROUGH ROOF AND CAP WITH THE MANUFACTURER'S RECOMMENDED ROOF CAP.

KEY PLAN

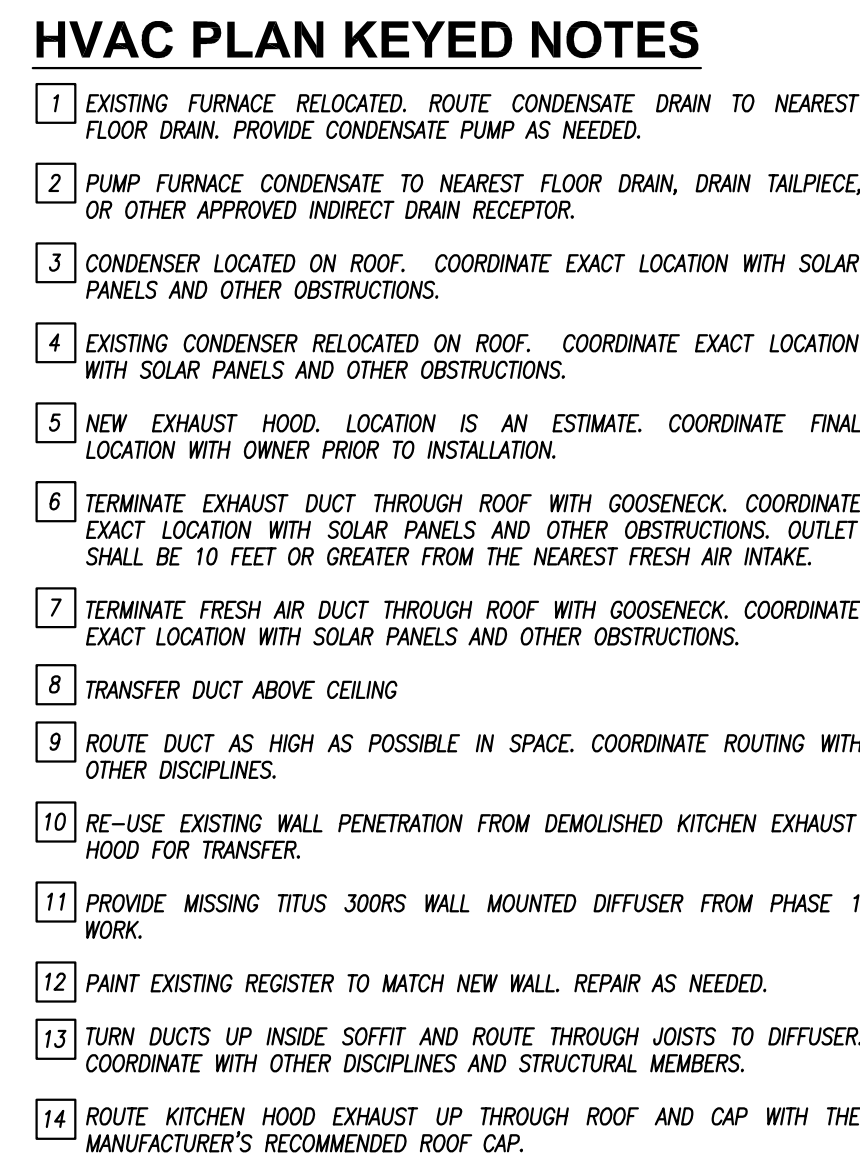


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4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205



KEY PLAN



D

C

B

A

GRILLE, REGISTER & DIFFUSER SCHEDULE

PLAN MARK	MANUFACTURER	MODEL NUMBER	MATERIAL	STYLE	DESCRIPTION	MOUNT TYPE	FACE SIZE (IN)	NECK SIZE (IN)	VOLUME DAMPER	MAX APD (IN. WG.)	MAX NC	FINISH COLOR	REMARKS
SUPPLY													
S1	TITUS	OMNI	STEEL	CEILING DIFFUSER	SQUARE PLAQUE FACE	LAY - IN	24x24	AS INDICATED	NO	0.08	25	WHITE	NOTE 3
S2	TITUS	300RS	STEEL	WALL/CEILING GRILLE	DOUBLE DEFLECTION 3/4" SPACING AEROBLADE	FLANGE	DUCT + FRAME	AS INDICATED	YES - 0.B.	0.07	30	WHITE	NOTE 4
RETURN													
R1	TITUS	350RL	STEEL	SQUARE WALL	35 DEG SINGLE DEFLECTION AEROBLADE 3/4" SPACING	WALL/CEILING	AS INDICATED	AS INDICATED	NO	0.08	25	WHITE	
R2	TITUS	OMNI	STEEL	SQUARE CEILING	SQUARE PLAQUE FACE	LAY - IN	24x24	AS INDICATED	NO	0.08	25	WHITE	NOTE 3
GENERAL REMARKS: 1. PROVIDE ALL GRD WITH ALL NECESSARY MOUNTING HARDWARE. 2. PROVIDE GRD WITHOUT SCREWHOLE WHEN INSTALLED IN LAY-IN CEILINGS 3. VERIFY CEILING CONFIGURATION, COLOR AND SPECIFICS WITH ARCHITECTURAL CEILING PLANS.									NOTES: 1. PROVIDE WITH INSULATED PLENUM 2. LENGTH AS INDICATED ON PLANS. 3. PROVIDE ROUND NECK ADAPTER WHERE SHOWN WITH ROUND CONNECTION. 4. COORDINATE FINISH WITH ARCHITECT. PROVIDE GALVANIZED OR MILL FINISH WHERE DUCTWORK IS NOT TO BE PAINTED. PROVIDE PRIMED PAINTABLE FINISH WHEN DUCTWORK IS TO BE PAINTED.				

FURNACE SCHEDULE

PLAN MARK	MANUFACTURER	MODEL NUMBER	CFM	O.A. CFM	FAN DATA		COOLING		HEATING		ELECTRICAL				REMARKS
					E.S.P. (IN)	HP	COIL MODEL	CAPACITY (MBH)	INPUT (MBH)	OUTPUT (MBH)	EFF.	VOLTS / PH	M.C.A.	M.O.C.P.	
F-1	LENNOX	ML296UH070XV36B	1,200	180	0.5"	1/2	CX35	34.0	66.0	63.4	96.0%	120V / 1PH	7.7	15	ALL
F-2	LENNOX	ML296UH070XV36B	1,200	180	0.5"	1/2	CX35	34.0	66.0	63.4	96.0%	120V / 1PH	7.7	15	ALL
F-3	LENNOX	ML296UH045XV36B	800	80	0.5"	1/2	CX35	24.0	44.0	42.2	96.0%	120V / 1PH	7.7	15	ALL
REMARKS: 1. HIGH EFFICIENCY FURNACE. ENERGY-STAR COMPLIANT. PROVIDE WITH CONDENSATE PUMP & CONCENTRIC VENT KIT. 2. PROVIDE WITH PROGRAMMABLE WIRED WALL MOUNTED THERMOSTAT WITH ADJUSTABLE TEMPERATURE LIMITS.															

CONDENSING UNIT SCHEDULE

PLAN MARK	MANUFACTURER	MODEL NUMBER	CAPACITY (MBH)	MINIMUM SEER	AMBIENT TEMP. (°F)	ELECTRICAL			REMARKS
						VOLTS / PH	M.C.A.	M.O.C.P.	
CU-1	LENNOX	ML14XC1	36.0	14.5	105°	208V / 1PH	18.0	30	ALL
CU-2	LENNOX	ML14XC1	36.0	14.5	105°	208V / 1PH	18.0	30	ALL
CU-3	LENNOX	ML14XC1	24.0	14.5	105°	208V / 1PH	14.6	25	ALL
REMARKS: 1. COOLING CAPACITY BASED ON A SUCTION TEMPERATURE OF 49°F. 2. ENERGY-STAR COMPLIANT. 3. PROVIDE WITH 3-1/2" COMPOSITE ROOF MOUNTING PAD.									

DUCTWORK INSULATION SCHEDULE

DUCT				INSULATION			
PURPOSE	DUTY	LOCATION	STYLE	MATERIAL	APPLICATION	THICKNESS	NOTES
SUPPLY	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	-----
		CONCEALED	ROUND	MINERAL FIBER	WRAPPED	1-1/2"	-----
RETURN	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	-----
		EXPOSED	RECTANGULAR	FIBERGLASS	LINED	1/2"	-----
EXHAUST	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	-----
		CONCEALED OR MECH. SPACE	ROUND	MINERAL FIBER	WRAPPED	1-1/2"	-----
<u>NOTES:</u> 1. PROVIDE LINER ONLY WITHIN 10' OF FAN FOR ACOUSTICS. 2. THICKNESS SHALL ENCAPSULATE DUCT CONSTRUCTION. 3. CONTRACTOR OPTION TO USE ROUND DUCT LINER OR PROVIDE PERFORATED LINER DOUBLE WALL DUCT (SOLID LINER FOR OUTSIDE AIR DUCTS). 4. IN ADDITION TO OTHER SCHEDULED INSULATION. 5. INSTALL FROM UNIT DISCHARGE TO FIRST DUCT ELBOW, THEN 10' FURTHER. NOT REQUIRED INSIDE CHASES OR MECHANICAL ROOMS, BUT SHALL BE INSTALLED ON REMAINING DUCTWORK WHEN 10' DIMENSION FALLS OUTSIDE ROOM. 6. PROVIDE ALUMINUM JACKETING OVER EXTERIOR DUCTWORK INSULATION. <u>GENERAL REMARKS (APPLICABLE TO ALL TYPES):</u> 1) ALL DUCTWORK, INSULATION AND MATERIALS IN PLENUMS MUST MEET ASTM E84 FLAME/SMOKE RATING OF 25/50. 2) ALL INSULATION THICKNESSES SHALL MEET ASHRAE 90.1 - 2016 REQUIREMENTS AT A MINIMUM. 3) REFER TO SPECIFICATIONS FOR MORE DETAILED INFORMATION FOR INSULATION PRODUCTS AND SYSTEMS.							

EXHAUST FAN SCHEDULE

PLAN MARK	MANUFACTURER	MODEL NUMBER	TYPE	SERVICE	CFM	E.S.P. (IN)	BHP	DRIVE	SONES	RPM	ELECTRICAL	CONTROL	REMARKS
EF-1	COOK	GC-166	CEILING CABINET	BATHROOM	100	0.300	38W	DIRECT	1.5	900	120V / 1PH	SWITCH	1,2
REMARKS: 1. UNIT SHALL BE PROVIDED WITH FAN SPEED CONTROL MOUNTED AT FAN. 2. PROVIDE WITH STARTER AND WIRE TO START SWITCH.													

KITCHEN HOOD SCHEDULE (KH-1&2/KEF-1&2)

PLAN MARK	MODEL	MANUFACTURER	LENGTH	CFM	WEIGHT (LBS)	FAN				ELECTRICAL	WEIGHT (LBS)	MATERIAL	REMARKS
						FAN MARK	CONTINUOUS OPERATING CURRENT (AMP)		MOCQ (AMP)				
KH-1 (KEF-1)	DS-30-D-IF	DENLAR	30"	330	29.25	KEF-1	2.5		15	120 / 60 / 1	8.5	STAINLESS STEEL	1,2,3,4,5
KH-2 (KEF-2)	DS-30-D-IF	DENLAR	30"	330	29.25	KEF-2	2.5		15	120 / 60 / 1	8.5	STAINLESS STEEL	1,2,3,4,5
REMARKS: 1. PROVIDE WITH STAINLESS STEEL FINISH. 2. PROVIDE WITH OPTINAL 120VAC SOLENOID GAS DISCONNECT. 3. HOOD PROVIDED PREINSTALLED FIRE SUPPRESSION SYSTEM. 4. INSTALL PER MANUFACTURER RECOMMENDATIONS.													

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M3.1



ROELAND PARK COMMUNITY CENTER PHASE 2 IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

[illegible]

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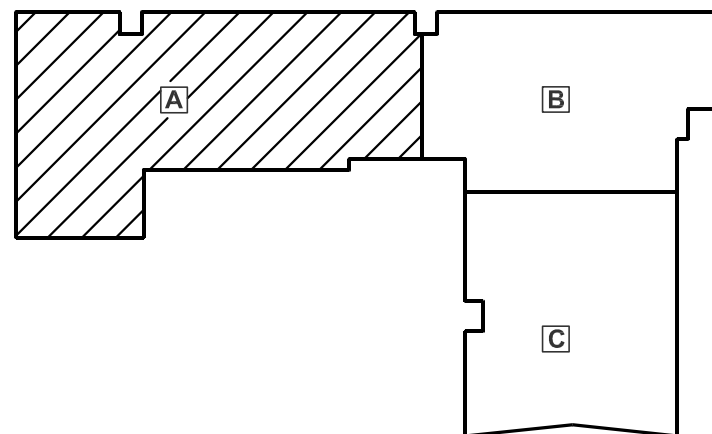
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**DEMO PLAN -
PLUMBING
AREA A**

P0.1



KEY PLAN



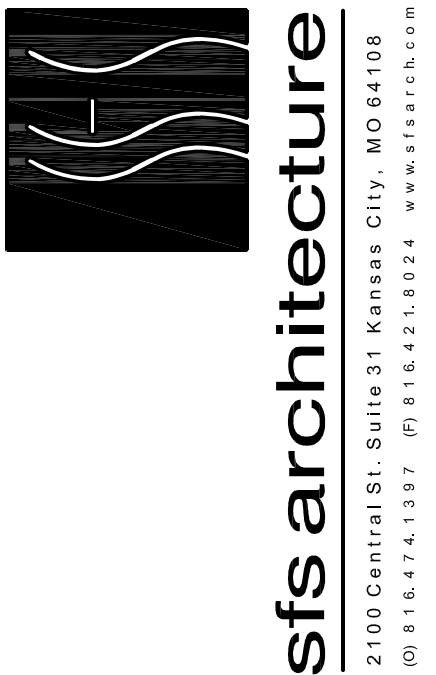
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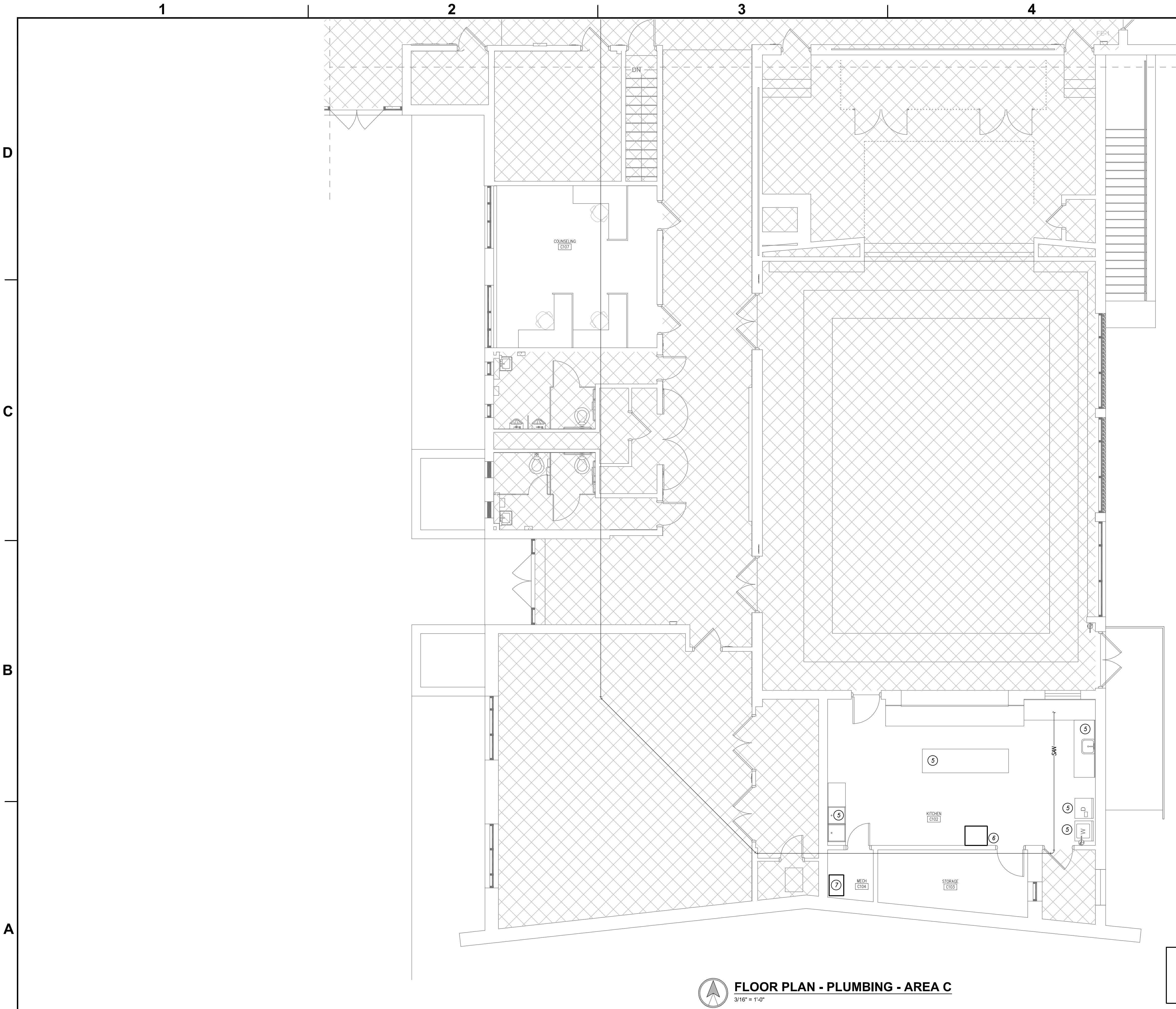
- ① CONNECT TO EXISTING COLD WATER MAIN IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ② CONNECT TO EXISTING HOT WATER MAIN IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ③ CONNECT TO EXISTING VENT IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ④ CONNECT TO EXISTING SANITARY IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ⑤ EXISTING TO REMAIN.
- ⑥ DEMOLISH EXISTING GAS PIPING UNDER EXISTING EXHAUST HOOD. CAP PIPE AT MAIN.
- ⑦ EXTEND GAS PIPE TO NEW FURNACE LOCATION. REFER TO MECHANICAL PLANS FOR EXACT LOCATION.

P1.1

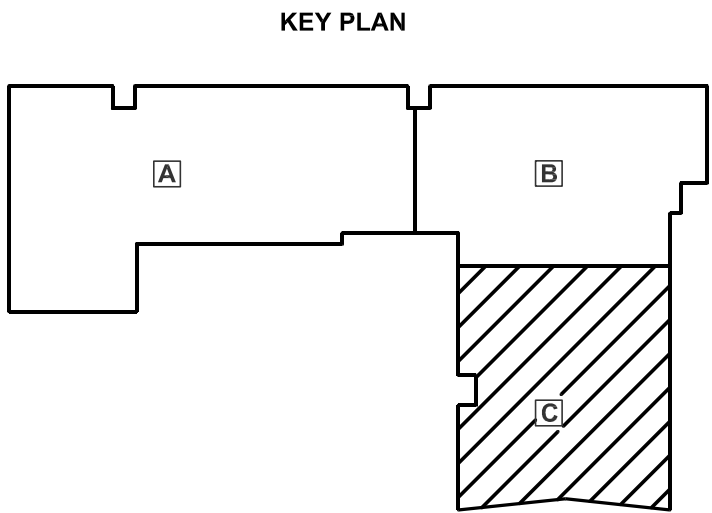


CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205





FLOOR PLAN - PLUMBING - AREA C
3/16" = 1'-0"



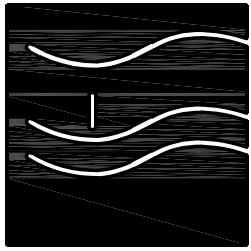
KEY PLAN

GENERAL PLUMBING NOTES

1. REFER TO GENERAL NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.
2. REFER TO PLUMBING FIXTURE / DRAIN SCHEDULES FOR PIPING SIZES FOR INDIVIDUAL CONNECTIONS TO FIXTURES AND RISERS NOT SHOWN ON PLANS.
3. NO SANITARY OR VENT PIPING BELOW GRADE SHALL BE LESS THAN 2".
4. NO DOMESTIC WATER PIPING SHALL BE SMALLER THAN 3/4" UNLESS NOTED OTHERWISE.
5. ALL VENT PIPING SHOWN IS DIAGRAMMATIC. USE APPROPRIATE FITTINGS FOR VENT PIPING BELOW FLOOD RIM OF FIXTURE.
6. NOT ALL INTERIOR CLEANOUTS ARE SHOWN FOR DRAWING CLARITY. CONTRACTOR SHALL INSTALL ALL CODE-REQUIRED CLEANOUTS (RE: GENERAL NOTES ON COVER SHEET). COORDINATE EXACT LOCATIONS OF CLEANOUTS WITH ARCHITECT.
7. ALL FLOOR DRAIN TRAPS SHALL BE PROTECTED BY ONE OF THE FOLLOWING METHODS, TO BE INSTALLED AT CONTRACTOR'S DISCRETION AND IN COMPLIANCE WITH ADOPTED VERSION OF PLUMBING CODE AND/OR AHJ.
7.1. PROVIDE TRAP SEALS LISTED FOR PROPOSED USE.
7.2. PROVIDE TRAP PRIMERS. 1/2" TRAP PRIMER PIPING TO NEAREST TRAP PRIMER VALVE. PIPING SHALL BE TYPE "K" SOFT COPPER SEAMLESS WITH NO JOINTS FROM VALVE TO DRAIN.

PLUMBING PLAN KEYED NOTES

- ① CONNECT TO EXISTING COLD WATER MAIN IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ② CONNECT TO EXISTING HOT WATER MAIN IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ③ CONNECT TO EXISTING VENT IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ④ CONNECT TO EXISTING SANITARY IN THIS AREA. CONTRACTOR SHALL FIELD VERIFY EXISTING MAIN PIPING AND CONNECT TO EXISTING.
- ⑤ EXISTING TO REMAIN.
- ⑥ DEMOLISH EXISTING GAS PIPING UNDER EXISTING EXHAUST HOOD. CAP PIPE AT MAIN.
- ⑦ EXTEND GAS PIPE TO NEW FURNACE LOCATION. REFER TO MECHANICAL PLANS FOR EXACT LOCATION.



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**ROELAND PARK COMMUNITY CENTER
PHASE 2 IMPROVEMENTS**

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 191022-08
ISSUED FOR: CONSTRUCTION DOCS
ISSUE DATE: 10/17/2024
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**FLOOR PLAN -
PLUMBING
AREA C**

P1.2



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LENEXA, KS 66156
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24.238



PLUMBING FIXTURE SCHEDULE									
MARK	FIXTURE MODEL	FIXTURE DESCRIPTION	FITTINGS AND TRIM		REMARKS	PLUMBING FIXTURE PIPE SIZES			
			FITTINGS MODEL	FITTINGS AND DESCRIPTION		WASTE	VENT	DCW	DHW
WC-1	AMERICAN STANDARD 2257.103	1.6 GALLON, WALL-MOUNTED FLUSH VALVE WATER CLOSET. SIPHON JET FLUSHING ACTION. TOP SPUD AND FLAT BOLT COVERS. WHITE VITREOUS CHINA ELONGATED BOWL. MOUNT TOP OF RIM AT 15" A.F.F. PROVIDE FACEPLATE AND FOOT SUPPORTS FOR HANGER AND ALL OTHER REQUIRED MOUNTING HARDWARE.	SLOAN 111 "ROYAL"	EXPOSED WATER CLOSET FLUSH VALVE. CHROME-PLATED, METAL OSCILLATING, NON-HOLD-OPEN HANDLE. 1" I.P.S. SCREWDRIVER BACK-CHECK ANGLE STOP WITH PROTECTIVE CAP. ADJUSTABLE TAILPIECE. 1.6 GALLON, VACUUM BREAKER FLUSH CONNECTION AND SPUD COUPLING FOR 1-1/2" TOP SPUD. PROVIDE WALL AND SPUD FLANGES. MAXIMUM HANDLE HEIGHT IS 24" A.F.F.	6	4"	2"	1-1/4"	---
	CHURCH 9500C	WHITE, SOLID PLASTIC, OPEN-FRONT SEAT FOR ELONGATED BOWL. INTEGRAL BUMPERS. EXTERNAL/CHECK HINGES WITH STAINLESS STEEL POSTS.							
L-1	---	INTEGRAL SOLID SURFACE SINK. REFERENCE ARCHITECTURAL DRAWINGS.	ELKAY LK9739C	THREE (3) BATTERY POWERED WITH AC PLUG-IN, SENSOR ACTIVATED LAVATORY FAUCET. ADA-COMPLIANT, VANDAL-RESISTANT, CHROME FINISH. ELECTRONIC CONTROL MODULE 0.5 GPM @ 60 PSI.	1,2,3,4,5	2"	2"	1/2"	1/2"
EW-1	OASIS PGB8EFSLTT	ADA-COMPLIANT, DUAL-HEIGHT, BARRIER-FREE, ELECTRIC WATER COOLER. GREEN SPECS LISTED. VANDAL RESISTANT. PROVIDES 8.0 GPM OF 50°F WATER AT 90°F AMBIENT. ADA-COMPLIANT FRONT PUSHBUTTON. LEAD FREE. MOUNT WITH KNEE CLEARANCE AND SPOUT HEIGHT PER ARCHITECTURAL ELEVATIONS AND MANUFACTURER'S RECOMMENDATIONS.	OASIS PGB8EFSLTT	BOTTLE FILLER SHALL INCLUDE ELECTRONIC SENSOR FOR NO-TOUCH ACTIVATION WITH AUTOMATIC 30-SECOND SHUT-OFF. SHALL PROVIDE 1.1 GPM LAMINAR FLOW. ANTI-MICROBIAL PROTECTED PLASTIC COMPONENTS.	4	2"	2"	1/2"	
S-1	ELKAY ELUH3D321655PD	5-3/8" DEEP DOVEDED COMPARTMENT. SELF-RIMMING WITH 1-3/4" RADIUS ROUNDED CORNERS. SEAMLESS #18 GAUGE, TYPE 304 STAINLESS STEEL. LUSTROUS SATIN FINISH. FULLY UNDERCOATED.	ELKAY LK4V3032	ADA-COMPLIANT. SINGLE HOLE, DECK-MOUNTED RIGID/SWING GOOSENECK, SPOUT. PULL-DOWN SPRAYHEAD. METAL LEVER HANDLE WITH CERAMIC MOVING CARTRIDGE AND VOLUME CONTROL. LUSTROUS STEEL FINISH. 1.8 GPM @ 60 PSI.	2,3,5,8	2"	2"	1/2"	1/2"
IMB-1	GUY GREY BIM875	ICE MAKER BACK BOX. PROVIDE WITH STOP VALVE.	---	---	---	---	---	1/2"	---
REMARKS: 1. PROVIDE CHROME-PLATED BRASS TAILPIECE AND GRID DRAIN. 2. PROVIDE CHROME-PLATED BRASS P-TRAP. 3. PROVIDE LOOSE KEY STOPS AND FLEXIBLE RISERS. 4. PROVIDE CONCEALED ARM TYPE CARRIER WITH SQUARE, TUBULAR STEEL UP-RIGHTS AND BLOCK TYPE BASES. 5. INSULATE ALL PIPES AND DRAIN LINES EXPOSED BELOW SINK. REFER TO SPECIFICATIONS FOR INSULATION METHODS. 6. PROVIDE FLUSH VALVE HANDLE ON WIDE SIDE OF STALL. 7. PROVIDE HANDLE STOPS AND FLEXIBLE RISERS. 8. PROVIDE CHROME-PLATED BRASS TAILPIECE AND BASKET STRAINER.									

PIPING									INSULATION	
SYSTEM	SIZE	TYPE/SCHED	MATERIAL	ACCEPTABLE FITTINGS	FIELD TEST PRESSURE/TIME	ALLOWABLE IN PLENUMS	TYPE	THICKNESS		
DOMESTIC COLD WATER	1/2"-2-1/2"	L	COPPER	SOLDER, PRO-PRESS	130 PSI - 1/2HR	YES	FIBERGLASS W/ ASJ	1/2"		
DOMESTIC HOT WATER & HW RETURN	1/2"-1-1/4"	L	COPPER	SOLDER, PRO-PRESS	130 PSI - 1/2HR	YES	FIBERGLASS W/ ASJ	1"		
DOM. HOT & COLD BELOW GRADE	1/2"-1-1/4"	K	COPPER	CONTINUOUS TUBING, BRAZED	130 PSI - 1/2HR	YES	ELASTOMERIC	1" (HOT ONLY)		
NATURAL GAS - ABOVE GRADE	1/2"-2"	SCH. 40	STEEL - SEAMLESS	THREADED IRON OR WELDED#4	75 PSI - 1HR	YES	-----	----		
SOIL & WASTE ABOVE GRADE	2"-8"	SCH. 40	PVC	SOLVENT JOINED	10 FT - 1/2HR	NO	-----	----		
SOIL & WASTE BELOW GRADE	2"-8"	SCH. 40	PVC	SOLVENT JOINED	10 FT - 1/2HR	NO	-----	----		
CONDENSATE DRAIN INTERIOR	3/4"-2"	SCH. 40	CPVC	SOLVENT JOINED	10 FT - 1/2HR	YES	FIBERGLASS W/ ASJ	1/2" (PLENUM ONLY)		
CONDENSATE DRAIN INTERIOR	1/2"-2"	L	COPPER	SOLDER, PRO-PRESS	10 FT - 1/2HR	YES	FIBERGLASS W/ ASJ	1/2" (PLENUM ONLY)		

NOTES

1. ALL PIPING AND MATERIALS IN PLENUMS MUST MEET ASTM E84 FLAME/SMOKE RATING OF 25/50.
2. ALL INSULATION THICKNESSES SHALL MEET ADOPTED IECC AND ASHRAE 90.1 - 2016 REQUIREMENTS AT A MINIMUM.
3. REFER TO SPECIFICATIONS FOR MORE DETAILED INFORMATION.
4. WELDED PIPING IS REQUIRED FOR GAS PIPING WHEN: A) PIPING IS AT OR OVER 2PSI; B) WHEN PIPING OF ANY PRESSURE IS ROUTED THROUGH CONCEALED SPACES.

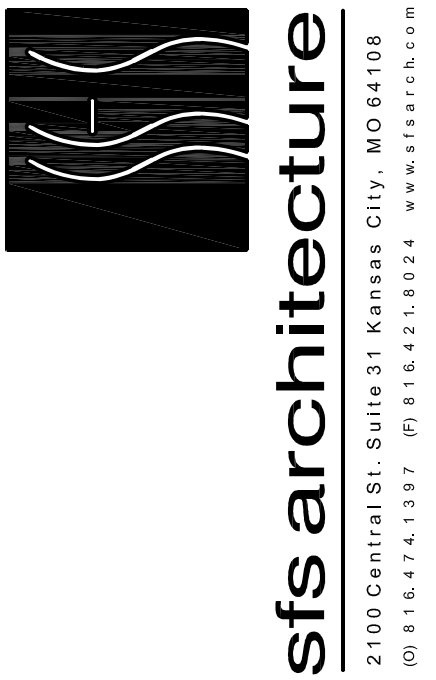
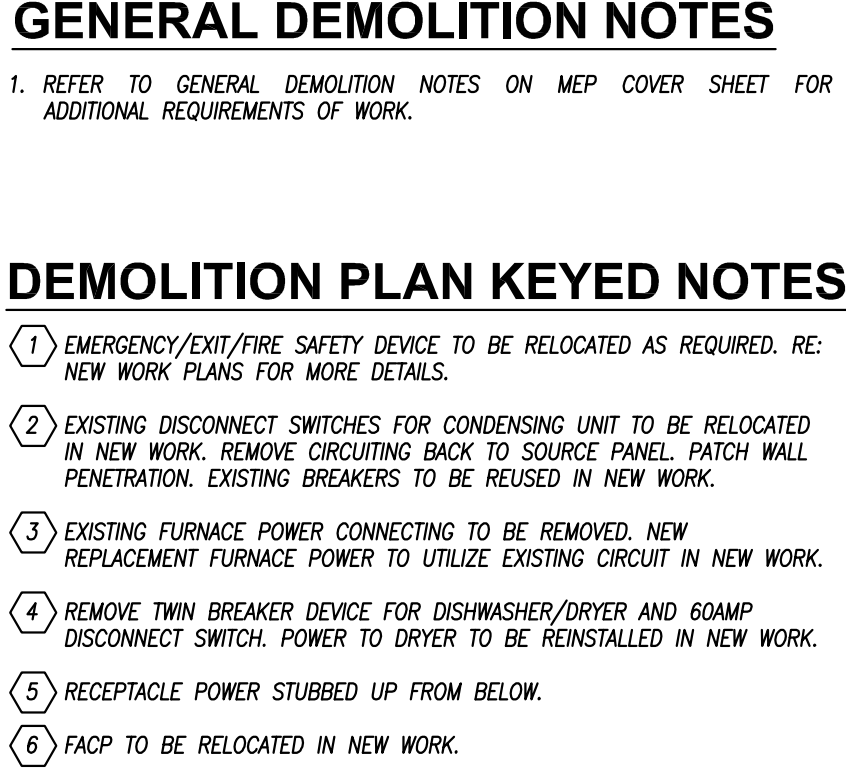
FLOOR / ROOF DRAIN SCHEDULE						
PLAN MARK	MANUFACTURER	MODEL NUMBER	SERVICE	TOP/GRATE SIZE	WASTE SIZE	REMARKS
FD-1	WADE	1100	FLOOR DRAIN	6"Ø	2"	-----
REMARKS: 1. PROVIDE WITH NICKEL BRONZE TOP. 2. PROVIDE CAST IRON DOME. 3. PROVIDE WITH 2" DAM. 4. PROVIDE WITH 3/4" GRATE.						

[illegible]

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PLUMBING SCHEDULES & DETAILS

P2.1



ROELAND PARK COMMUNITY CENTER PHASE 2 IMPROVEMENTS

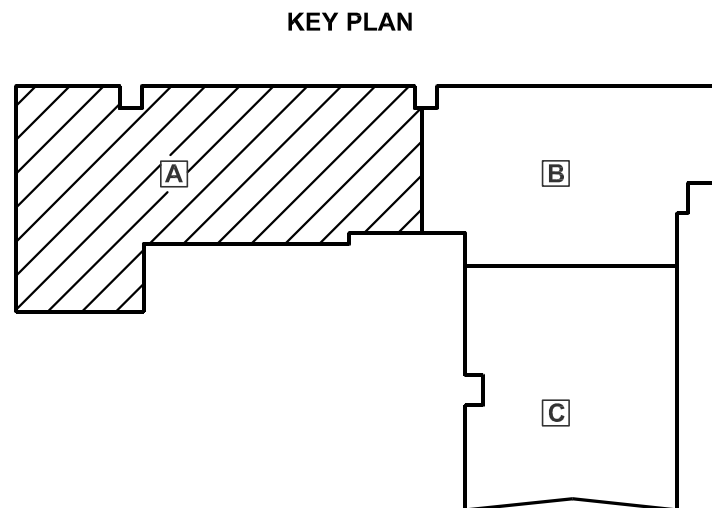
CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

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**DEMO PLAN -
ELECTRICAL
AREA A**

E0.1



CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

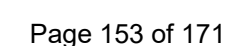
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E0.2

1. REFER TO GENERAL DEMOLITION NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.

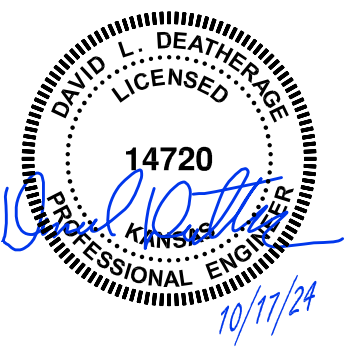
1. EMERGENCY/EXIT/FIRE SAFETY DEVICE TO BE RELOCATED AS REQUIRED. RE: NEW WORK PLANS FOR MORE DETAILS.
2. EXISTING DISCONNECT SWITCHES FOR CONDENSING UNIT TO BE RELOCATED IN NEW WORK. REMOVE CIRCUITING BACK TO SOURCE PANEL. PATCH WALL PENETRATION. EXISTING BREAKERS TO BE REUSED IN NEW WORK.
3. EXISTING FURNACE POWER CONNECTING TO BE REMOVED. NEW REPLACEMENT FURNACE POWER TO UTILIZE EXISTING CIRCUIT IN NEW WORK.
4. REMOVE TWIN BREAKER DEVICE FOR DISHWASHER/DRYER AND GAMPD DISCONNECT SWITCH. POWER TO DRYER TO BE REINSTALLED IN NEW WORK.
5. RECEPTACLE POWER STUBBED UP FROM BELOW.
6. PACP TO BE RELOCATED IN NEW WORK.







E1.1



ROELAND PARK COMMUNITY CENTER PHASE 2 IMPROVEMENTS

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

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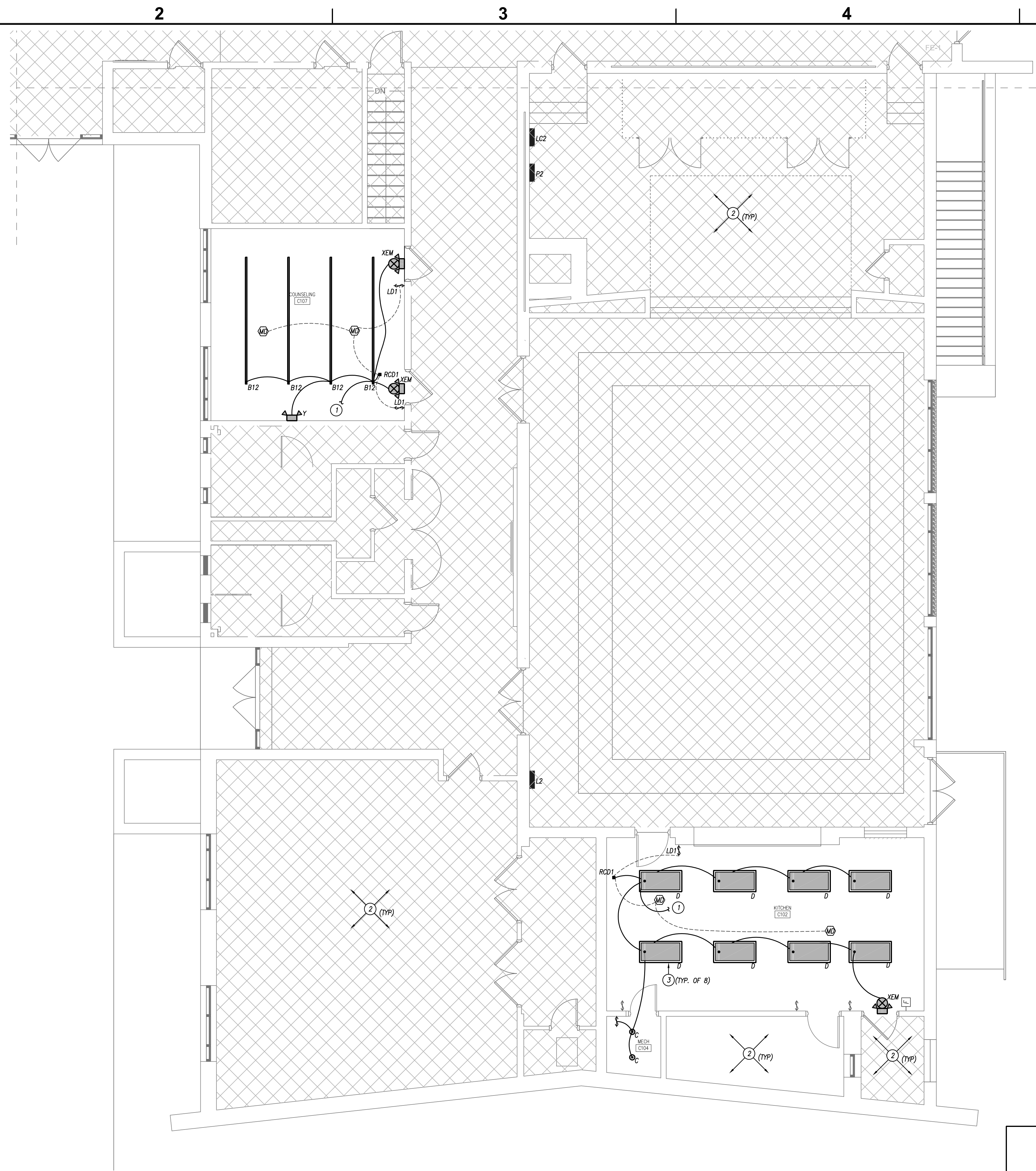
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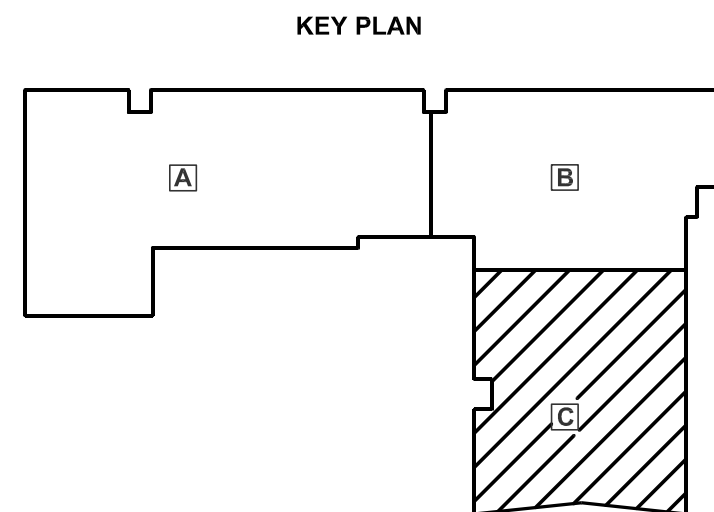
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**FLOOR PLAN -
ELECTRICAL
AREA C**

E1.2



 **FLOOR PLAN - LIGHTING - AREA C**
3/16" = 1'-0"



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PEARSON KENT MCKINLEY RAAF ENGINEERS LLC
13300 W 98TH STREET
913.492.2400
LENEXA, KS 66215
WWW.PKMRENG.COM



- 1 REPLACE EXISTING RECEPTABLES WITH NEW IN PLACE. TYPICAL FOR ALL EXISTING RECEPTACLE DEVICES.
- 2 ALL RECEPTABLES AND HARDWIRED CONNECTIONS IN KITCHEN TO BE GFI PROTECTED.
- 3 CONNECT TO EXISTING 20A SPARE BREAKER IN PANEL 3, P4, OR LC1. PROVIDE ADDITIONAL SPARE BREAKERS AS NECESSARY.
- 4 CONNECT TO EXISTING RECEPTACLE CIRCUIT SERVING SPACE.
- 5 POWER CONNECTION TO WALL MOUNTED FAN. COORDINATE EXACT MOUNTING HEIGHT AND LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
- 6 POWER CONNECTION FOR RANGE. COORDINATE WITH EXISTING RANGE IN SPACE FOR EXACT ELECTRICAL REQUIREMENTS PRIOR TO INSTALLATION. POWER CIRCUIT THROUGH EXISTING CIRCUIT SERVING RANGE.
- 7 EXISTING I.T. EQUIPMENT AND INFRASTRUCTURE. ENSURE EQUIPMENT ADJUSTED AND REINSTALLED AS NEEDED WITH NEW CLOSET DESIGN. ROUTE ALL NEW DATA DROPS TO THIS LOCATION. UTILIZE EXISTING RACEWAYS AND CABLE TRAYS AS AVAILABLE.
- 8 NEW DATA DROP WITH CONDUIT ROUTED UP TO ACCESSIBLE CEILING. REFER TO DETAIL ON SHEET EA.1. COORDINATE REQUIREMENTS WITH OWNER'S I.T. TEAM PRIOR TO INSTALLATION.
- 9 RELOCATED EXISTING FIRE ALARM CONTROL PANEL. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION. EXTEND POWER & TELEPHONE CONNECTIONS AS REQUIRED.
- 10 NEW LOCATION OF RELOCATED UNIT. RELOCATE DISCONNECT AND EXTEND CIRCUITING TO NEW LOCATION. ENSURE UNIT IS WITHIN 25' OF CONVENIENCE OUTLET.
- 11 NO WORK.
- 12 POWER FURNISHING USING EXISTING 120V CIRCUIT SERVING OLD FURNACE.
- 13 RELOCATE EXISTING I.T. EQUIPMENT AS NEEDED.
- 14 IN-FLLOOR POWER SYSTEM. COORDINATE WITH ARCHITECT FOR EXACT PLACEMENT AND CUTTING OF THE FLOOR SYSTEM TO ALLOW FOR POWER TO BE LEVEL WITH GYM FLOORING.
- 15 EXTEND EXISTING CIRCUIT DOWN TO EXISTING 30AMP DRYER RECEPTACLE. REPLACE EXISTING 60AMP 2-POLAR BREAKER IN PANEL TO A 30AMP 2-POLAR BREAKER.
- 16 POWER FURNISHING THROUGH NEW 15AMP 120V 1-POLAR BREAKER IN PANEL L2, P2, OR, LC2.
- 17 USE EXISTING POWER LOCATION AND CIRCUIT FOR NEW RANGE. COORDINATE EXACT MOUNTING REQUIREMENTS WITH EQUIPMENT PROVIDED ON SITE. PROVIDE ADDITIONAL POWER AS NEEDED.
- 18 AUTOMATIC DOOR OPENER SYSTEM. COORDINATE EXACT DOOR OPERATION PUSH-BUTTON STYLE AND LOCATIONS WITH OWNER/ARCHITECT PRIOR TO INSTALLATION.
- 19 DEVICES MOUNTED ON UNSTRUCT. ON ROOF. CONNECT RECEPTACLE TO EXISTING 120V CIRCUIT SERVING ROOFTOP RECEPTABLES.
- 20 30AMP, 600V, 2-POLAR, NON-FUSED, HEAVY-DUTY DISCONNECT SWITCH IN NEMA-3R ENCLOSURE.
- 21 POWER CONDENSING UNIT TO NEW 25A 2-POLAR BREAKER IN PANEL L2, P2, OR, LC2.
- 22 CONNECT TO EXISTING DEDICATED 20A SPARE BREAKER IN PANEL L2, P2, OR, LC2. PROVIDE ADDITIONAL SPARE BREAKERS AS NECESSARY.
- 23 POWER CONNECTION TO MONUMENT SIGN. SHOWN ON PLANS FOR REFERENCE ONLY AND IS LOCATED AT ENTRY TO PARKING LOT TO SOUTH. COORDINATE WITH OWNER/ARCHITECT FOR EXACT LOCATION.

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**FLOOR PLAN -
POWER
AREA A**

E2.1

CITY OF ROELAND PARK, KANSAS
4850 ROSEWOOD DRIVE
ROELAND PARK, KS 66205

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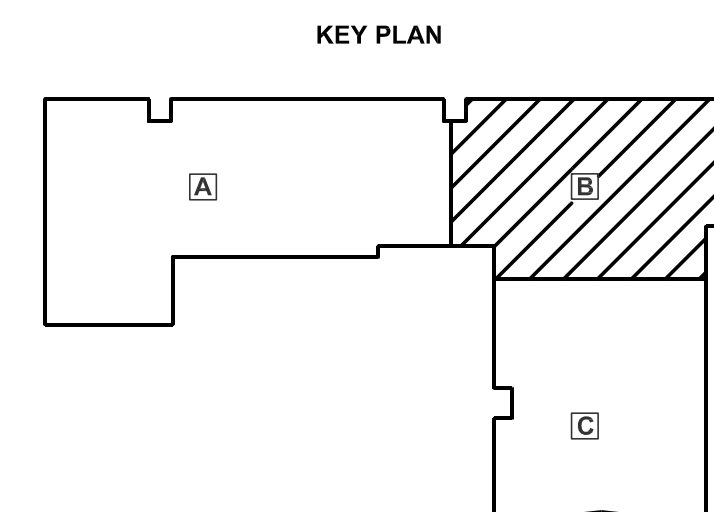
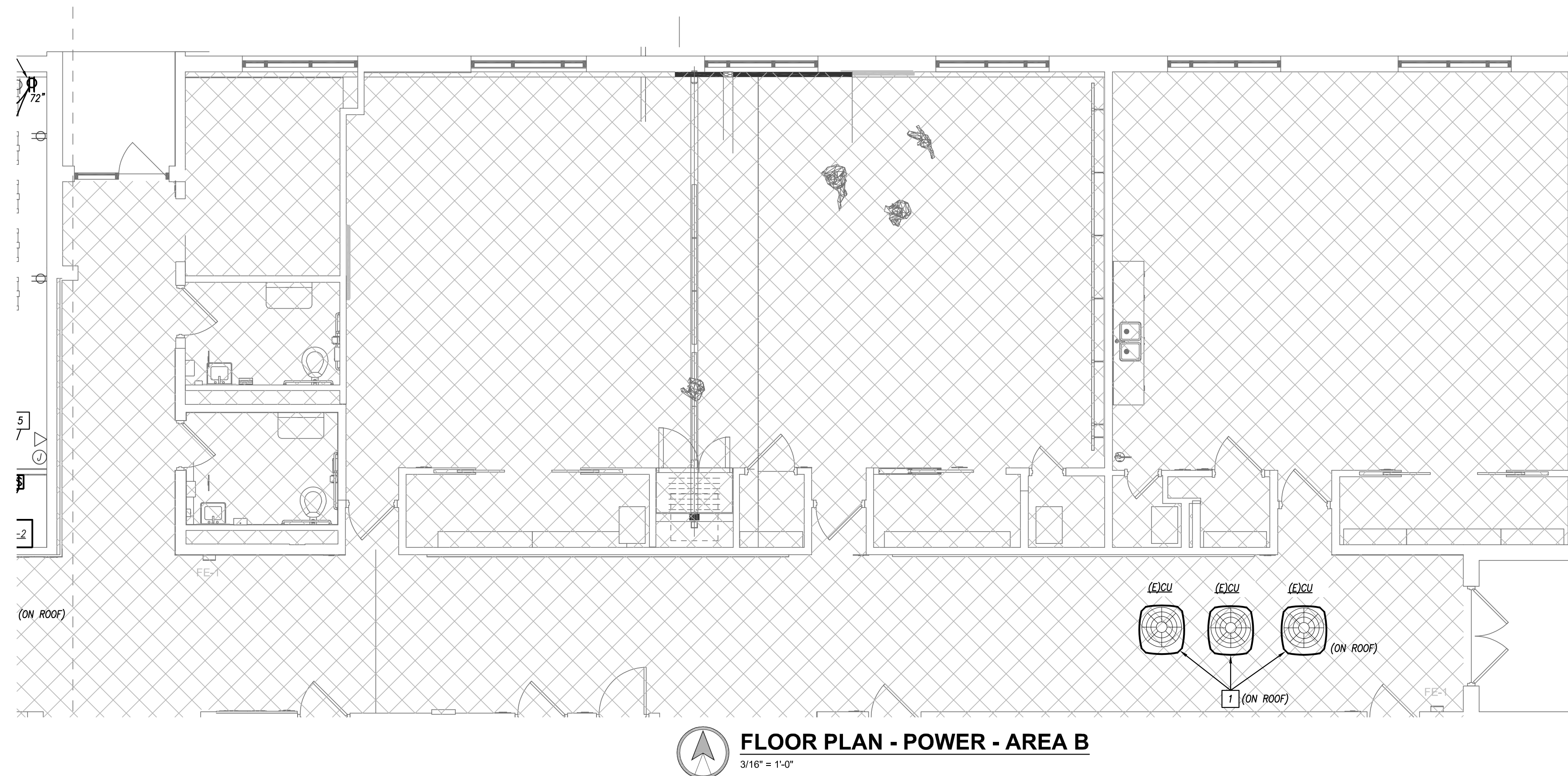
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FLOOR PLAN -
POWER
AREA B

E2.2

1. REFER TO GENERAL NOTES ON MEP COVER SHEET FOR ADDITIONAL REQUIREMENTS OF WORK.
2. COORDINATE EXACT NEW CONFIGURATIONS OF RECEPTACLES SERVING EQUIPMENT WITH EQUIPMENT BEING FURNISHED.
3. REFER TO THE SPECIFICATIONS FOR ADDITIONAL LOCATIONS/REQUIREMENTS FOR RECEPTACLES, INCLUDING GFCI, WEATHER-RESISTANT, HOSPITAL-GRADE, AND TAMPER-RESISTANT RECEPTACLES.
4. EXACT MECHANICAL EQUIPMENT LOCATIONS MAY NOT BE SHOWN FOR CLARITY. COORDINATE EXACT LOCATIONS OF ALL MECHANICAL EQUIPMENT, DUCTS, DETECTORS, ETC. WITH MECHANICAL DRAWINGS AND CONTRACTOR.
5. COORDINATE EXACT LOCATIONS OF SMOKE DETECTORS WITH CEILING FANS, HVAC DIFFUSERS, SPRINKLER HEADS, ETC. PER NFPA REQUIREMENTS.
6. FOR NEW DEVICES SHOWN IN EXISTING PLASTER WALLS. CONTRACTOR TO PROVIDE CUTTING AND PLASTER PATCHING AS REQUIRED TO PROVIDE A CEMENT OR GASTAR BASE OR PROVIDE A SURFACE MOUNTED METALLIC RACEWAY. NEW EXPOSED ENT EX CONDUIT IS NOT ACCEPTABLE IN EXPOSED LOCATIONS BELOW 8'-0" A.F.F.
7. ALL EXISTING RECEPTACLE CONDITIONS SHOULD NOT BE CONFIRMED ON SITE. ANY RECEPTACLE THAT DOES NOT INTERFERE WITH NEW WORK SHOULD BE EXISTING TO REMAIN WITH A NEW DEVICE INSTALLED IN ITS PLACE.

1 NEW LOCATION OF RELOCATED UNIT. RELOCATE DISCONNECT AND EXTEND CIRCUITING TO NEW LOCATION.



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The diagram shows a stepped profile with three regions. Region A is a white rectangle on the left. Region B is a white rectangle on the top right. Region C is a hatched rectangle on the bottom right, adjacent to region B. The profile has a complex, stepped top and bottom edge.

[illegible]



Item Number: XI. New
Business



City of Roeland Park
Action Item Summary

Submitted By:

Michael Poppa, Mayor

Committee/Department: Administration

Title: Approve Arts Committee Recommendations

Item Type: Action Item

Recommendation:

1. To approve art committee recommendations to decommission Industrialized Tree, Torso, and Mothers Passing.
2. To approve the art committee's recommended placement of Ballet Mechanique and Wedged.

Details:

The attached memo from the Art's Committee details the sculptures that they recommend decommissioning along with the rational for their recommendation. The memo also spells out the rational for relocating sculptures and depicting the proposed locations. The final location of the sculpture on the east side of Rosewood will be influenced by the new monument sign for the community center (see attached plan).

There is no cost associated with the decommissioning or the relocation.

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?

- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. Torso
2. Industrialized Tree
3. Wedged
4. Mother's Passing
5. 2 Sculpture_Locations
6. Ballet Mecanique
7. Monument Sign Location Plan 9-26-24













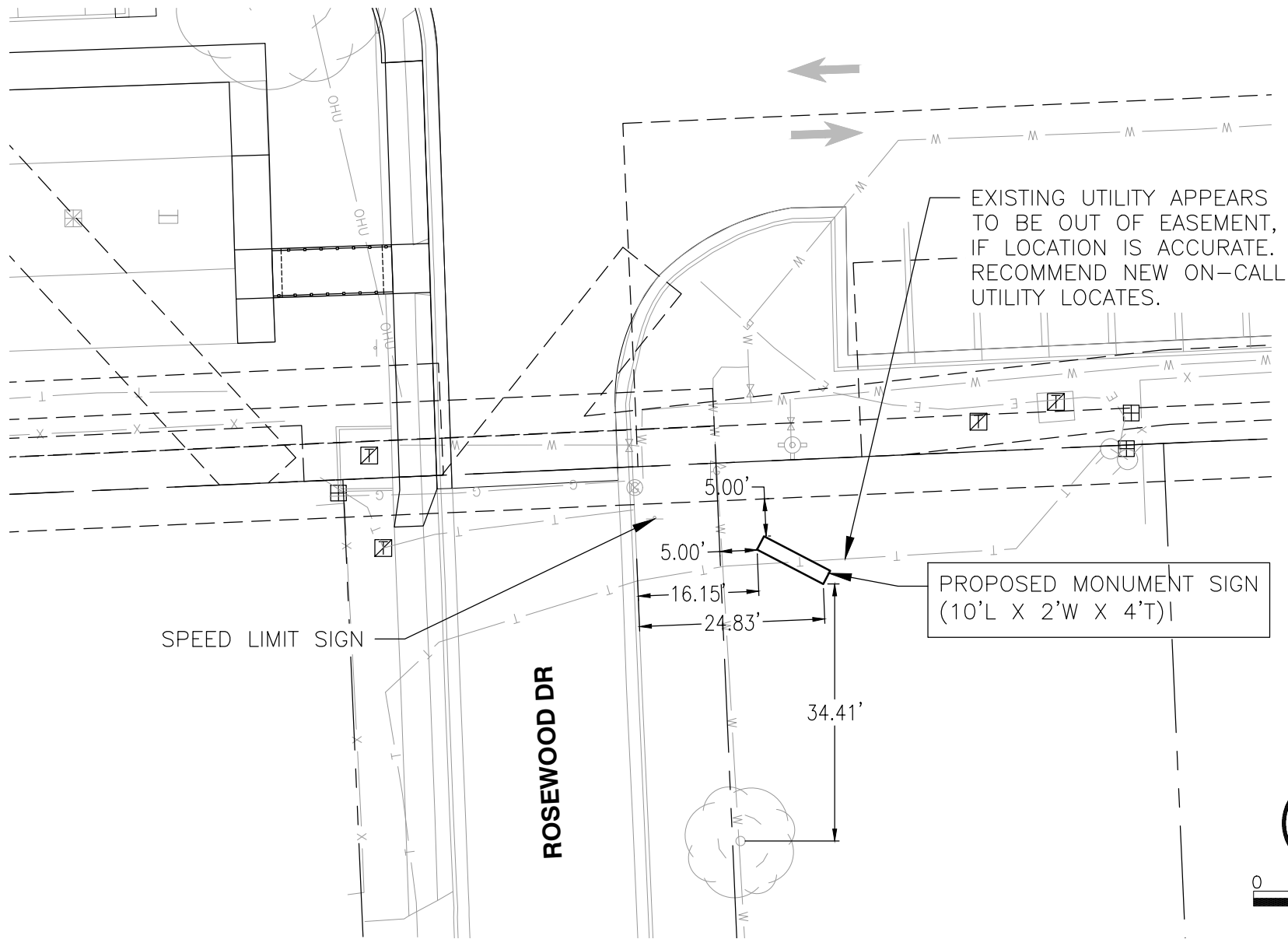
Ballet Mechanique (Hoffman)



Wedged (Northington)



LA\\Engineering\\0320001.03 Roeland Park KS CC and City Hall\\DRAWINGS\\BASE MODELS\\0320001.03 - CC-BASE.dwg, 9/26/2024, 1:49:40 PM, DAN MCGHEE, LAMP RYNEARSON



**LAMP
RYNEARSON**

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NE AUTH. NO. CA2130
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970) 226-0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816) 361-0440
MO AUTH. NO. E-2013611903 | LS-2015043127

DESIGNER / DRAFTER

MDM

REVIEWER

MDM

PROJECT NUMBER

0324001.01

DATE

SEPT 2024

SURFACE LOCATION

BOOK AND PAGE

PROPOSED MONUMENT SIGN
AT COMMUNITY CENTER

ROELAND PARK, KANSAS

FIGURE 1