

City Council Meeting

March 3, 2008



Dinner will be provided by:

Oklahoma Joe's BBQ

**Wood Smoked Combo including
Brisket and Pulled Pork
BBQ Beans
Potato Salad and Cole Slaw
Bread and Pickle Tray**

COUNCIL COMMITTEE
March 3, 2008
6:00 p.m.
Council Chamber

ANDREW WANG, COUNCIL PRESIDENT

AGENDA

CONSENT AGENDA

- COU2008-21: Consider Design Agreement for Project 190865: 2009 C.A.R.S.,
Roe Avenue Resurfacing from Somerset Drive to 83rd Street
- COU2008-22: Consider Design Agreement for Project 190869: 2009 Street
Resurfacing Program
- COU2008-26: Consider Interlocal Agreement with City of Mission Hills for the
Operation and Maintenance of Lights on Tomahawk Bridge

AGENDA ITEMS FOR DISCUSSION

- *COU2008-23 Consider Fund Transfer to Purchase Additional Road Salt
- *COU2008-24 Consider Correction of Right-of-Way Construction Cost Factor for
Right-of-Way Permit
- COU2008-25 Consider Design Agreement for Project 190871: Mission Lane
Bridge Replacement
- *COU2008-27 Consider Construction Administration Agreement for Project
190864: 2008 Paving Program, Project 190868: CARS Program
on Roe Avenue and Project 190719: Storm Drainage Repair
Program
- Discuss Notification for Large-Item Pickup
- COU2007-51 Village Vision



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 17, 2008

COU2008-21: CONSIDER DESIGN AGREEMENT FOR PROJECT 190865: 2009 C.A.R.S., ROE AVENUE RESURFACING FROM SOMERSET DRIVE TO 83RD STREET

RECOMMENDATION

Move to approve the design agreement with HNTB Corporation for Project 190865: 2009 CARS, Roe Avenue Resurfacing from Somerset Drive to 83rd Street in the amount of \$76,800.00.

BACKGROUND

Six consultants submitted proposals for the design of the 2009 CARS program. The six were narrowed down to three and on February 11, 2008, the Consultant Selection Committee conducted oral interviews of HNTB, Larkin and Wilson & Company. The committee selected HNTB.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$76,800 under project 190865: CARS, Roe Avenue from Somerset Drive to 83rd Street.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design agreement with HNTB.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 26, 2008

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190865: 2009 C.A.R.S. PROGRAM ROE AVENUE (83rd STREET TO SOMERSET DRIVE)

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, 2008, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and HNTB Corp., a corporation with offices at 7450 W. 130th St., Suite 300, Overland Park, Kansas 66213, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190865: 2009 CARS Program, Roe Avenue (83rd Street to Somerset Drive), hereinafter called the “Project”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

1. CITY RESPONSIBILITIES

- 1.1. The City shall has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the in formation provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded approximately \$643,000 for this project.

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.2. Concept Phase

- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. At this meeting the City will review philosophical changes in the program.
- 3.2.2. Review the list of work locations with applicable priorities as provided by the City
- 3.2.3. Review any criteria changes in the program
- 3.2.4. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project
- 3.2.5. Make on-site field investigations to define and to witness construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues and other special elements of the Project.
- 3.2.6. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved
- 3.2.7. Prepare a project schedule
- 3.2.8. Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. Add a project contingency equal to 20 percent of the total of construction costs and estimated Construction Administration fee.
- 3.2.9. Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget
- 3.2.10. Submit a report summarizing the project scope containing a list of streets, description of intended construction, probable construction cost per street, and location of new sidewalks.
- 3.2.11. Submit one full size plus one half size paper copy and one electronic copy in PDF format of all documents for review by the City.

3.3. Preliminary Design Phase

- 3.3.1. Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.3.2. Conduct field reconnaissance to evaluate and identify:
 - 3.3.2.1. Issues determined in the concept phase
 - 3.3.2.2. Need for full depth pavement repairs
 - 3.3.2.3. Need for sidewalk replacement
 - 3.3.2.4. Location for new sidewalk
 - 3.3.2.5. Need for curb and gutter replacement
 - 3.3.2.6. Need for and limits of driveway replacement
 - 3.3.2.7. Need for which type of ADA ramps
 - 3.3.2.8. Condition of drainage system by observing water flow during, immediately after and after three days with no rain
 - 3.3.2.9. Location and condition of existing storm drainage system.
 - 3.3.2.10. Utility locations
- 3.3.3. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.3.4. Determine pavement thickness to a coring schedule as approved by City
- 3.3.5. Determine drainage improvements after consultation with City and City Drainage Consultant
- 3.3.6. Record location of existing traffic markings and review for compliance with MUTCD and City standards
- 3.3.7. Identify tree conflicts
- 3.3.8. Identify location and scope of relocation through test pit locations of potential utility conflicts
- 3.3.9. Identify location of bench marks and section markers
- 3.3.10. Prepare preliminary construction plans
- 3.3.11. Prepare a project title sheet
- 3.3.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature
- 3.3.13. Prepare plan and profiles for street reconstruction showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits
- 3.3.14. Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations
- 3.3.15. Prepare a detail plan showing City details drawings and other special details pertinent to the project
- 3.3.16. Prepare an easement plan of existing and intended construction and required easements (both permanent and temporary) as well as any right of entry
- 3.3.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction
- 3.3.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.

- 3.3.19. Present one set (one full size and one half size) of preliminary (80% completion) construction plans for City review that include:
 - 3.3.19.1. Cover sheet
 - 3.3.19.2. Typical sections
 - 3.3.19.3. Standard and special details
 - 3.3.19.4. Plan and profile for streets to be reconstructed
 - 3.3.19.5. Plan for streets to be milled and overlaid
 - 3.3.19.6. Plan and profile for drainage improvements
 - 3.3.19.7. Plan and profile for new sidewalk construction
 - 3.3.19.8. Plan for traffic markings and traffic control during construction
 - 3.3.19.9. Erosion control plan
 - 3.3.19.10. Plan showing property, easements and right-of-way locations and ownership
- 3.3.20. Prepare all easement documents and submit to City in a form acceptable to Johnson County
- 3.3.21. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts
- 3.3.22. Conduct a field check with City
- 3.3.23. Participate in a public meeting to present project specifics
- 3.3.24. Present draft of detail specifications and special conditions for City review
- 3.3.25. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent
- 3.3.26. Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget.
- 3.3.27. Publish minutes of all monthly project review meetings and disperse the minutes to City representative and all other attendees within five working days.
- 3.3.28. Submit one full size plus one half-size paper copy and one electronic copy in PDF format of all documents for review by the City.

3.4. Final Design Phase

- 3.4.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans
- 3.4.2. Present final project manual for City review
- 3.4.3. Prepare and submit to City two copies of legal description for permanent and temporary easements, and any right-of-entry documents in approved Johnson County Register of Deeds format.
- 3.4.4. Present one half size set of final design plans and specifications for City review
- 3.4.5. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.4.6. Request utility comments and construction schedule.
- 3.4.7. Prepare a final opinion of probable construction cost.
- 3.4.8. Prepare all bid documents using the City's standard documents.

- 3.4.9. Publish minutes of all project review meetings and disperse to City representative and all other attendees within five working days.
- 3.4.10. Submit one paper copy and one electronic copy in PDF format of all documents for review by the City.

3.5. Bidding Phase

- 3.5.1. Provide the City a notice of bid for publication.
- 3.5.2. Mail notice to bid to potential contractors and plan houses
- 3.5.3. Provide to printing house plans, bid documents, and specifications for potential bidders to purchase
- 3.5.4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
- 3.5.5. Conduct a pre-bid meeting
- 3.5.6. Publish minutes of all pre-bid meeting and disperse to City representative and all other attendees within five working days.
- 3.5.7. If necessary after pre-bid meeting, prepare and distribute addenda prior to bid opening.
- 3.5.8. Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet.
- 3.5.9. Attend bid opening
- 3.5.10. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
- 3.5.11. Assemble five sets construction documents including bonds for execution by the contractor and the City.
- 3.5.12. Submit contractor signed contract documents to the City for execution and award.
- 3.5.13. Submit one full size plus one half-size paper copy and one electronic copy in PDF format of all documents for review by the City.

4. TIME SCHEDULE

- 4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.

If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.2. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase:	Due by May 15, 2008
Preliminary Design Phase:	Due by October 1, 2008
Final Design Phase:	Due by December 1, 2008
Letting Date:	January 9, 2009

5. COMPENSATION

- 5.1. The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Concept Phase	Total Maximum Fee	\$ <u>8,000</u>
Preliminary Design Phase	Total Maximum Fee	\$ <u>56,400</u>
Final Design Phase	Total Maximum Fee	\$ <u>8,200</u>
Bidding Phase	Total Maximum Fee	\$ <u>4,200</u>
Total Fees		\$ <u>76,800</u>

Consultant may alter the compensation distribution between individual phase, tasks, or work assignments to be consistent with the services actually rendered, within the total contract maximum amount.

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

- 6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.3 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.
- 6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.9 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment,

subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By: _____

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

HNTB Corp.

By  _____

Christopher J. Price, P.E.

Address for giving notices:

HNTB Corp
7450 West 130th Street, Suite 400
Overland Park, Kansas 66213

Telephone: 913-491-9333

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney

EXHIBIT A - EXTRA SCOPE OF SERVICES

**2009 CARS Program - Roe Avenue (Somerset to 83rd Street)
City Project No. 190865
Prairie Village, Kansas
February 25, 2008**

Project Description

This scope of services and fee estimate is based on the services described below to produce construction documents for the mill and overlay of Roe Avenue from Somerset to 83rd Street. This project is receiving funding assistance from Johnson County, Kansas through the CARS Program and is subject to the policies and requirements of that agency. The project will be developed in phases as outlined by the City's standard scope of services to include a Concept Phase, Preliminary Design Phase, Final Design Phase, and Bidding Phase. Construction administration, inspection, or shop drawing review services are not included with this scope of services and fee estimate. Design services include data collection, field evaluations, limited field surveys, coordination with utility companies and other agencies, plan production, contract documents, and quantity/cost estimating.

The project is anticipated to be mill and overlay of Roe Avenue asphalt pavement from the south side of the Somerset intersection to the south curb returns at 83rd Street. Along with mill and overlay of the pavement, it is expected that spot replacement of existing curb and gutter, drive aprons, and sidewalk on the west side of the street will be reconstructed to improve drainage or replace sections in need of repair. A new 5' sidewalk will be added along the east side from Somerset to 83rd Street. Full depth replacement of asphalt pavement at isolated locations on Roe Avenue is also anticipated and will be determined by field reconnaissance and pavement core evaluations. Replacement and modification of utility patches with an alternative typical section will also be considered. Concrete approaches are anticipated on all legs of the 83rd Street intersection and the north and west leg of the Somerset intersection. The intersecting side streets are not part of the project, but evaluation of the curb returns for these side streets is included. All of the sidewalk ramps and associated curbs will be reconstructed to current ADA standards. There may also be miscellaneous storm sewer improvements to replace deteriorated curb inlets or pipes.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores to be obtained by Terracon, existing drainage and pavement plans from the City, and existing plans as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, and detailed topography at the following locations: 1) Utility potholes/key locations (assumed 5 locations); 2) along the east side of the street from the back of curb to 10 feet beyond the property lines for installation of a new sidewalk; 3) Pavement core locations (assumes 10 locations).

Plans and Quantity/Cost Estimating: 1) Typical sections (assumes 1); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/sidewalk/drive apron/ramp replacements, new sidewalk placement, and drainage improvements; 3) Standard Details; 4) Cross

Sections at 25' intervals for sidewalk installation; 5) Concrete Pavement Joint Details; 6) Quantity/Cost Estimating at project milestones

Project Schedule

The project schedule will be generally as follows:

Notice to Proceed: March 5, 2008

Concept Phase Completed: June 1, 2008

Preliminary Plans to City: October 1, 2008

Final Plans to City: December 1, 2008

Advertise Project: December 23, 2008

Project Letting: January 9, 2009

Assumptions

1. Existing plats and AIMS information will be used to develop property lines as needed. No title work will be obtained. The City will obtain right of entry from adjacent property owners as necessary to allow for construction beyond the existing street right-of-way.
2. The City will coordinate with KCP&L for the design and placement of video detection at the signals of the Roe Avenue/83rd Street intersection.
3. Utility potholing will be performed by the utility company or contracted directly with the City. Field survey of utility potholes and locations will be performed (assumed to be a total of 5 locations).
4. Sidewalk ramp designs will be completed for each crossing of a public street or commercial entrance. Truncated domes are only necessary at public street crossings. Detailed elevations of points on ramps are not included, but instead the City standard details will be used to govern construction of ramps.
5. Traffic projections or analysis are not included in the services.
6. HNTB will be responsible for storm and sanitary sewer manhole adjustment plans. All other utility relocation plans will be developed by others. Utility coordination is limited to identifying utility locations, submitting plans to utilities, and requesting relocation designs and schedules.
7. This project will be advertised and constructed along with the other streets on the 2009 Paving Program using one set of plans and specifications.
8. This scope of services does not include design of sprinkler systems, septic systems or other privately owned facilities.
9. It is assumed no traffic control plans will be produced and traffic control can be handled with standard details.
10. Scope items in Exhibit B which have zero hours are assumed to be items that are not needed.

**Exhibit B - Scope of Services Compensation Estimate
2009 CARS Program - Roe Avenue (Somerset to 83rd Street)
City Project No. 190865**

Scope/Fee Estimate

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
TASK 1 - CONCEPT PHASE									
1.1 Schedule and attend one startup meeting with City to confirm project goals, schedule, budget, and expectations	0	1	1	0	0	0	0	0	2
1.2 Review the list of work locations with applicable priorities as provided by the City	0	0	0	0	0	0	0	0	0
1.3 Review any criteria changes in the program	0	0	0	0	0	0	0	0	0
1.4 Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project	0	2	2	0	0	0	0	0	4
1.5 Conduct early field reconnaissance to evaluate and identify construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues, other special elements	0	4	8	8	0	0	0	0	20
1.6 Meet with the City to discuss project limits and issues	0	2	2	0	0	0	0	0	4
1.7 Identify all utilities that may be affected by the project and make contact with them to determine the facilities involved	0	1	2	4	0	0	0	0	7
1.8 Prepare a project schedule	0	0	0	0	0	0	0	0	0
1.9 Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. List a project contingency equal to 20 percent of the total of construction costs	0	2	4	8	0	0	0	0	14
1.10 Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget	0	1	1	0	0	0	0	0	2
1.11 Meet with the City to review costs and scope of project	0	2	2	0	0	0	0	0	4
1.12 Submit a report summarizing the project scope	0	2	4	0	0	0	0	0	6
1.13 QA/QC by Senior Level Engineer	2	0	0	0	0	0	0	0	2
1.14 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	0	1	0	0	0	0	1
Task 1 Totals:	2	17	26	21	0	0	0	0	66

Hourly Rate: \$ 180 \$ 135 \$ 113 \$ 98 \$ 120 \$ 140 \$ 68 \$ 72
Subtotal Labor Fee: \$ 360 \$ 2,295 \$ 2,938 \$ 2,058 \$ - \$ - \$ - \$ - \$ 7,651

TASK 2 - PRELIMINARY DESIGN PHASE									
2.1 Conduct field reconnaissance to evaluate and identify:									
2.1.1 Issues determined in the concept phase	0	1	2	4	4	0	0	0	11
2.1.2 Identify existing drainage components in project area (size, material, capacity, storm design adequacy, and condition)	0	0	2	2	0	0	0	8	12
2.1.3 Need for drainage improvements	0	1	2	2	0	0	0	0	5
2.1.4 Need for pavement repairs	0	0	1	2	0	0	0	0	3
2.1.5 Need for sidewalk replacement	0	0	2	2	0	0	0	0	4
2.1.6 Need for curb and gutter replacement	0	1	2	2	0	0	0	0	5
2.1.7 Need for and limits of driveway replacement	0	0	2	2	0	0	0	0	4
2.1.8 Need for which type of ADA ramps	0	1	2	2	0	0	0	0	5
2.1.9 Location of existing pavement markings	0	0	0	1	0	0	0	0	1
2.1.10 Tree conflicts	0	0	0	1	0	0	0	0	1
2.1.11 Utility conflicts									
2.1.11.1 Determine location and scope of relocation	0	1	2	2	0	0	0	0	5
2.1.11.2 Identify test pit locations of potential utility conflicts	0	1	2	2	0	0	0	0	5
2.1.12 Location of bench marks and section markers	0	0	0	0	0	2	0	28	30

**Exhibit B - Scope of Services Compensation Estimate
2009 CARS Program - Roe Avenue (Somerset to 83rd Street)
City Project No. 190865**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.1.13 Perform Total Station mapping of cross slopes on Roe Avenue and full topography on east side of Roe Avenue for the new sidewalk.	0	0	0	0	0	4	0	120	124
2.2 Prepare preliminary construction plans (80%)									
2.2.1 Prepare a project title sheet	0	0	0	0	0	0	1	0	1
2.2.2 Prepare general site plan showing house outline, street, elevations, trees, address and owner names based on latest AIMS coverage data, field surveys, as well as boring locations	0	1	2	4	0	0	8	0	15
2.2.3 Prepare plan and profiles for street and drainage showing best information for all utility conflicts and test pits for location identification including drainage, sanitary sewer, water, gas, electric, telephone, drainage, signals, street lights									
2.2.3.1 Prepare Typical Sections (Assumes 1 typical section)	0	1	2	2	0	0	2	0	7
2.2.3.2 Plan sheets for Roe Avenue including new sidewalk design (Assumes 4 sheets @ 1"=20')	0	8	20	40	0	0	40	0	108
2.2.3.3 Concrete joint layout sheet (Assumes 6 approaches)	0	1	4	16	0	0	16	0	37
2.2.3.4 Develop storm sewer improvements and profiles (Assumes 1 sheet)	0	2	4	8	0	0	8	0	22
2.2.4 Prepare a cross section plan of typical sections for sidewalk installation. (Assumes 80 sections)	0	4	16	40	0	0	8	0	68
2.2.5 Prepare a standard and special detail plan showing City details, drawings and other special details pertinent to the project	0	1	2	2	0	0	4	0	9
2.2.6 Prepare an easement plan of intended construction and required easements (both permanent and temporary) as well as right of entry.	0	2	4	4	0	0	2	0	12
2.2.7 Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction	0	1	2	4	0	0	8	0	15
2.2.8 Prepare an erosion and sediment control plan showing all areas to be controlled during construction.	0	0	0	0	0	0	0	0	0
2.3 QA/QC by Senior Level Engineer	2	4	0	0	0	0	0	0	6
2.4 Establish existing right of way and lot lines from AIMS and plats	0	0	0	0	0	4	2	0	6
2.5 Prepare all right of entry documents and tract maps and submit to City	0	2	4	8	0	2	8	0	24
2.6 Present one set of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts	0	0	1	0	0	0	1	0	2
2.7 Present one set of preliminary plans for City review	0	0	1	0	0	0	1	0	2
2.8 Participate in a public meeting to present project intentions (Includes preparation for meeting with one exhibit)	0	0	0	0	0	0	0	0	0
2.9 Present draft of detail specifications (green pages) and special conditions (pink pages) for City review	0	8	8	0	0	0	0	0	16
2.10 Present a detailed opinion of probable construction cost including a compilation of typical and non-typical construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent	0	2	4	16	0	0	0	0	22
2.11 Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget	0	0	0	0	0	0	0	0	0
2.12 Attend and publish minutes of all meetings (held at least monthly) and disperse to City representative and all other attendees within five working days. (Assumes 2 meetings)	0	4	4	0	0	0	0	0	8
2.13 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	0	1	0	0	1	0	2
2.14 Conduct a field check with the City	0	2	2	0	0	0	0	0	4
Task 2 Totals:	2	49	99	169	4	12	110	156	601
Hourly Rate:	\$ 180	\$ 135	\$ 113	\$ 98	\$ 120	\$ 140	\$ 68	\$ 72	
Subtotal Labor Fee:	\$ 360	\$ 6,615	\$ 11,187	\$ 16,562	\$ 480	\$ 1,680	\$ 7,480	\$ 11,232	\$ 55,596

TASK 3 - FINAL DESIGN PHASE									
3.1 Prepare final design documents based on preliminary plans and comments received from City and other review agencies	0	2	4	8	0	0	8	0	22
3.2 Prepare final project manual	1	4	4	0	0	0	0	0	9

**Exhibit B - Scope of Services Compensation Estimate
2009 CARS Program - Roe Avenue (Somerset to 83rd Street)
City Project No. 190865**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
3.3 Present one set of final design plans and specifications for City review	0	0	0	1	0	0	1	0	2
3.4 Submit one set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans	0	0	0	1	0	0	0	0	1
3.5 Request utility comments and construction schedule	0	0	0	1	0	0	0	0	1
3.6 Prepare a final opinion of probable construction cost including a compilation of construction pay items with quantities and current unit cost estimates	1	1	4	8	0	0	0	0	14
3.7 Prepare all bid documents using the City's standard bid and contract	0	2	2	0	0	0	0	0	4
3.8 QA/QC by Senior Level Engineer	2	4	0	0	0	0	0	0	6
3.9 Attend and publish minutes of all meetings and disperse to City representative and all other attendees within five working days. (Assumes 2 meetings)	0	4	4	0	0	0	0	0	8
3.10 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	0	0	0	0	0	0	0
Task 3 Totals:	4	17	18	19	0	0	9	0	67

Hourly Rate: \$ 180 \$ 135 \$ 113 \$ 98 \$ 120 \$ 140 \$ 68 \$ 72
Subtotal Labor Fee: \$ 720 \$ 2,295 \$ 2,034 \$ 1,862 \$ - \$ - \$ 612 \$ - \$ 7,523

TASK 4 - BIDDING PHASE									
Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
4.1 Provide the City a notice of bid for publication	0	0	1	0	0	0	0	0	1
4.2 Mail bid notice to potential contractors	0	0	0	1	0	0	0	0	1
4.3 Provide plans, bid documents, and specifications for potential bidders to purchase	0	0	1	0	0	0	1	0	2
4.4 Provide all utilities with bid set of plans and request attendance at pre-bid meeting	0	0	1	0	0	0	1	0	2
4.5 Conduct a pre-bid meeting and answer any questions as addenda to the contract bid	0	2	3	0	0	0	0	0	5
4.6 After pre-bid meeting, prepare minutes and addenda. Distribute prior to bid opening	0	2	4	0	0	0	2	0	8
4.7 Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet	0	1	2	0	0	0	0	0	3
4.8 Attend bid opening and check all bids for accuracy	0	2	2	0	0	0	0	0	4
4.9 Evaluate the bidders and make a recommendation of award to the City	0	1	1	0	0	0	0	0	2
4.10 Assemble five construction documents including bonds for execution by the contractor and the City	0	1	1	0	0	0	0	0	2
4.11 Submit contractor signed contract documents to the City for execution and award	0	0	1	0	0	0	0	0	1
4.12 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	1	1	0	0	1	0	3
Task 4 Totals:	0	9	18	2	0	0	5	0	34

Hourly Rate: \$ 180 \$ 135 \$ 113 \$ 98 \$ 120 \$ 140 \$ 68 \$ 72
Subtotal Labor Fee: \$ - \$ 1,215 \$ 2,034 \$ 196 \$ - \$ - \$ 340 \$ - \$ 3,785

Total Labor Hours 8 92 161 211 4 12 124 156 768
% of Project Hours 1% 12% 21% 27% 1% 2% 16% 20%
Total Labor Fee \$ 1,440 \$ 12,420 \$ 18,193 \$ 20,678 \$ 480 \$ 1,680 \$ 8,432 \$ 11,232 \$ 74,555

Expenses: Transportation \$ 245
 Printing and Misc. \$ 2,000

Total Labor and Expenses: \$ 76,800



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 17, 2008

COU2008-22: CONSIDER DESIGN AGREEMENT FOR PROJECT 190869: 2009 STREET RESURFACING PROGRAM

RECOMMENDATION

Move to approve the design agreement with HNTB Corporation for Project 190869: 2009 Street Resurfacing Program in the amount of \$206,700.00.

BACKGROUND

Six consultants submitted proposals for the design of the 2009 street resurfacing program. The six were narrowed down to three and on February 11, 2008, the Consultant Selection Committee conducted oral interviews of HNTB, Larkin and Wilson & Company. The committee selected HNTB. The streets to be reviewed in the concept phase for project 190869 are:

- Falmouth Street (Windsor Street to 74th Street)
- 74th Street (Falmouth to Windsor Street)
- Fontana Street (75th Street to 79th Street)
- Fontana Street (79th Street to 82nd Street)
- Rosewood CDS (Rosewood Lane to End)
- 73rd Street (Nall Avenue to Tomahawk Road)

This list is subject to change after the consultant has completed the concept phase. The final list will be determined based on scope of work and available budget.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$206,700.00 under project 190869: 2009 Street Resurfacing Program.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design agreement with HNTB.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 26, 2008

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190869: 2009 PAVING PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, 2008, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and HNTB Corp., a corporation with offices at 7450 W. 130th St., Suite 300, Overland Park, Kansas 66213, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190869: 2009 Paving Program, hereinafter called the “Project”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

1. CITY RESPONSIBILITIES

- 1.1. The City shall has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the in formation provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded approximately \$1,920,000 for this project with this proposed list of streets (and possible treatments):
 - 1.6.1. Falmouth Drive (Windsor Street to 74th Street) Reconstruction
 - 1.6.2. 74th Street (Falmouth Drive to Windsor Street) Reconstruction
 - 1.6.3. 73rd Street (Tomahawk Road to Nall Avenue) Reconstruction
 - 1.6.4. Rosewood Drive CDS (Rosewood Drive to End) Mill and Overlay
 - 1.6.5. Fontana Drive (75th Street to 79th Street) Mill and Overlay
 - 1.6.6. Fontana Drive (79th Street to 82nd Street) Mill and Overlay

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below and in more details in Exhibit A.

3.2. Concept Phase

- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. At this meeting the City will review philosophical changes in the program.
- 3.2.2. Review the list of work locations with applicable priorities as provided by the City
- 3.2.3. Review any criteria changes in the program
- 3.2.4. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project
- 3.2.5. Make on-site field investigations to define and to witness construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues and other special elements of the Project.
- 3.2.6. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved
- 3.2.7. Prepare a project schedule
- 3.2.8. Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. Add a project contingency equal to 20 percent of the total of construction costs and estimated Construction Administration fee.
- 3.2.9. Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget

- 3.2.10. Submit a report summarizing the project scope containing a list of streets, description of intended construction, probable construction cost per street, and location of new sidewalks.
- 3.2.11. Submit one full size plus one half size paper copy and one electronic copy in PDF format of all documents for review by the City.

3.3. Preliminary Design Phase

- 3.3.1. Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.3.2. Conduct field reconnaissance to evaluate and identify:
 - 3.3.2.1. Issues determined in the concept phase
 - 3.3.2.2. Need for full depth pavement repairs
 - 3.3.2.3. Need for sidewalk replacement
 - 3.3.2.4. Location for new sidewalk
 - 3.3.2.5. Need for curb and gutter replacement
 - 3.3.2.6. Need for and limits of driveway replacement
 - 3.3.2.7. Need for which type of ADA ramps
 - 3.3.2.8. Condition of drainage system by observing water flow during, immediately after and after three days with no rain
 - 3.3.2.9. Location and condition of existing storm drainage system.
 - 3.3.2.10. Utility locations
- 3.3.3. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.3.4. Determine pavement thickness to a coring schedule as approved by City
- 3.3.5. Determine drainage improvements after consultation with City and City Drainage Consultant
- 3.3.6. Record location of existing traffic markings and review for compliance with MUTCD and City standards
- 3.3.7. Identify tree conflicts
- 3.3.8. Identify location and scope of relocation through test pit locations of potential utility conflicts
- 3.3.9. Identify location of bench marks and section markers
- 3.3.10. Prepare preliminary construction plans
- 3.3.11. Prepare a project title sheet
- 3.3.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature
- 3.3.13. Prepare plan and profiles for street reconstruction showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits
- 3.3.14. Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations
- 3.3.15. Prepare a detail plan showing City details drawings and other special details pertinent to the project

- 3.3.16. Prepare an easement plan of existing and intended construction and required easements (both permanent and temporary) as well as any right of entry
- 3.3.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction
- 3.3.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.3.19. Present one set (one full size and one half size) of preliminary (80% completion) construction plans for City review that include:
 - 3.3.19.1. Cover sheet
 - 3.3.19.2. Typical sections
 - 3.3.19.3. Standard and special details
 - 3.3.19.4. Plan and profile for streets to be reconstructed
 - 3.3.19.5. Plan for streets to be milled and overlaid
 - 3.3.19.6. Plan and profile for drainage improvements
 - 3.3.19.7. Plan and profile for new sidewalk construction
 - 3.3.19.8. Plan for traffic markings and traffic control during construction
 - 3.3.19.9. Erosion control plan
 - 3.3.19.10. Plan showing property, easements and right-of-way locations and ownership
- 3.3.20. Prepare all easement documents and submit to City in a form acceptable to Johnson County
- 3.3.21. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts
- 3.3.22. Conduct a field check with City
- 3.3.23. Participate in a public meeting to present project specifics
- 3.3.24. Present draft of detail specifications and special conditions for City review
- 3.3.25. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent
- 3.3.26. Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget.
- 3.3.27. Publish minutes of all monthly project review meetings and disperse the minutes to City representative and all other attendees within five working days.
- 3.3.28. Submit one full size plus one half-size paper copy and one electronic copy in PDF format of all documents for review by the City.

3.4. Final Design Phase

- 3.4.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans
- 3.4.2. Present final project manual for City review
- 3.4.3. Prepare and submit to City two copies of legal description for permanent and temporary easements, and any right-of-entry documents in approved Johnson County Register of Deeds format.
- 3.4.4. Present one half size set of final design plans and specifications for City review

- 3.4.5. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.4.6. Request utility comments and construction schedule.
- 3.4.7. Prepare a final opinion of probable construction cost.
- 3.4.8. Prepare all bid documents using the City's standard documents.
- 3.4.9. Publish minutes of all project review meetings and disperse to City representative and all other attendees within five working days.
- 3.4.10. Submit one paper copy and one electronic copy in PDF format of all documents for review by the City.

3.5. Bidding Phase

- 3.5.1. Provide the City a notice of bid for publication.
- 3.5.2. Mail notice to bid to potential contractors and plan houses
- 3.5.3. Provide to printing house plans, bid documents, and specifications for potential bidders to purchase
- 3.5.4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
- 3.5.5. Conduct a pre-bid meeting
- 3.5.6. Publish minutes of all pre-bid meeting and disperse to City representative and all other attendees within five working days.
- 3.5.7. If necessary after pre-bid meeting, prepare and distribute addenda prior to bid opening.
- 3.5.8. Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet.
- 3.5.9. Attend bid opening
- 3.5.10. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
- 3.5.11. Assemble five sets construction documents including bonds for execution by the contractor and the City.
- 3.5.12. Submit contractor signed contract documents to the City for execution and award.
- 3.5.13. Submit one full size plus one half-size paper copy and one electronic copy in PDF format of all documents for review by the City.

4. TIME SCHEDULE

- 4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.

If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits,

licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.2. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase:	Due by May 15, 2008
Preliminary Design Phase:	Due by October 1, 2008
Final Design Phase:	Due by December 1, 2008
Letting Date:	January 9, 2009

5. COMPENSATION

- 5.1. The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Concept Phase	Total Maximum Fee	\$ <u>20,900</u>
Preliminary Design Phase	Total Maximum Fee	\$ <u>154,600</u>
Final Design Phase	Total Maximum Fee	\$ <u>26,700</u>
Bidding Phase	Total Maximum Fee	\$ <u>4,500</u>
Total Fees		\$ <u>206,700</u>

Consultant may alter the compensation distribution between individual phase, tasks, or work assignments to be consistent with the services actually rendered, within the total contract maximum amount.

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

- 6.4. **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
 - 6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

- 6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.3 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- 6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.
- 6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.9 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By:

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

HNTB Corp.

By


Christopher J. Price, P.E.

Address for giving notices:

HNTB Corp
7450 West 130th Street, Suite 400
Overland Park, Kansas 66213

Telephone: 913-491-9333

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney

EXHIBIT A - SCOPE OF SERVICES

**2009 Paving Program
City Project No. 190869
Prairie Village, Kansas
February 25, 2008**

Project Description

The following scope of services and fee estimate are based on the services described below to produce construction documents for a select number of street resurfacing or reconstruction projects as outlined by the City of Prairie Village. The list of streets is as follows, and is described in further detail below:

1. Falmouth Drive (74th Street to Windsor Street)
2. 74th Street (Windsor Street to Falmouth Drive)
3. 73rd Street (Nall Avenue to Tomahawk Road)
4. Rosewood Drive CDS (West of Rosewood Lane)
5. Fontana Road (79th Street to 75th Street)
6. Fontana Road (82nd Street to 79th Street)

The projects will be developed in phases as outlined by the City's standard scope of services to include a Concept Phase, Preliminary Design Phase, Final Design Phase, and Bidding Phase. Construction administration, inspection, or shop drawing review services are not included with this scope of services and fee estimate. Design services include data collection, field evaluations, limited field surveys, coordination with geotechnical drilling company, coordination with utility companies and other agencies, plan production, contract documents, and quantity/cost estimating.

1. Falmouth Drive (74th Street to Windsor Street)

This project area is anticipated to be reconstructed including asphalt pavement and subgrade from the end of 74th Street to the east edge of pavement of Windsor Street. The reconstruction will result in no significant changes in profile grade of the road. It is expected that portions of the existing curb will be reconstructed to improve drainage or replace sections in need of repair. Some drive aprons, sidewalk on the east side of the street and ramps at the intersecting streets are expected to be replaced or modified. There is not an existing enclosed drainage system and it is anticipated no improvements will be needed.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 3 locations); 2) Pavement core and boring locations.

Plans and Quantity/Cost Estimating: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/sidewalk/ramp replacements; 3) Standard Details; 4) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 5) Quantity/Cost Estimating at project milestones

2. 74th Street (Windsor Street to Falmouth Drive)

This project area is anticipated to be reconstructed including asphalt pavement and subgrade from the end of east edge of pavement of Windsor Street to the end of pavement of Falmouth Drive. The reconstruction will result in no significant changes in profile grade of the road. It is expected that portions of the existing curb will be reconstructed to improve drainage or replace sections in need of repair. Some drive aprons, sidewalk on the south side of the street and ramps at the intersecting streets are expected to be replaced or modified. There is not an existing enclosed drainage system and it is anticipated no improvements will be needed.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 3 locations); 2) Pavement core and boring locations.

Plans and Quantity/Cost Estimating: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/sidewalk/ramp replacements; 3) Standard Details; 4) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 5) Quantity/Cost Estimating at project milestones

3. 73rd Street (Nall Avenue to Tomahawk Road)

This project area is anticipated to be fully reconstructed including asphalt pavement, subgrade, and curbs from the east edge of pavement of Nall Avenue to the north edge of pavement of Tomahawk Road. The full reconstruction will result in no significant changes in profile grade of the road. All drive aprons will be reconstructed, and spot replacement of the sidewalk on the north side of the street will be performed as needed along with ramp replacements at the intersecting streets. Storm drainage improvements were recently performed on the east end of the street and it is anticipated there may be further minor improvements needed on the west end. The new profile of the road will be developed to match elevations of these new facilities.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys and Evaluations: Full topographic survey within the right-of-way and along all driveways to the garage, including joint locations. The surveys will also include: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core and boring locations.

Plans and Quantity/Cost Estimating: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/sidewalk/ramp replacements, and drainage improvements; 3) Roadway profiles; 4) Intersection Details; 5) Standard Details; 6) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 7) Cross Sections (including driveways) at 25' intervals; 8) Quantity/Cost Estimating at project milestones

4. Rosewood Drive CDS (West of Rosewood Lane)

This project area is anticipated to be mill and overlay of Rosewood Drive CDS asphalt pavement from the west edge of pavement of Rosewood Lane. Along with mill and overlay of the pavement, it is expected that large portions of the existing curb will be reconstructed to replace sections in need of repair. Full depth replacement of asphalt pavement along the project at isolated locations is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. Some drive aprons are expected to be replaced or modified. It is anticipated a sidewalk will be constructed on the south side from Rosewood Lane to the back of the cul-de-sac. There is not an existing enclosed drainage system and it is anticipated no improvements will be needed.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from City, pavement cores from City (coordinated by HNTB), existing drainage and pavement plans from City, existing plats as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 2 locations); 2) along back of the curb on the south side to 10 feet beyond the property lines for design of the sidewalk; 3) Pavement core locations.

Plans and Quantity/Cost Estimating: 1) Typical sections (assumes maximum of 2); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, and curb/drive/sidewalk/ramp replacements; 3) Standard Details; 4) Cross Sections at 25' intervals for sidewalk installation in cul-de-sac; 5) Quantity/Cost Estimating at project milestones

5. Fontana Road (79th Street to 75th Street)

This project area is anticipated to be mill and overlay of Fontana Road asphalt pavement from the north edge of pavement of 79th Street to the south edge of pavement of 75th Street. Along with mill and overlay of the pavement, it is expected that large portions of the existing curb will be reconstructed to improve drainage or replace sections in need of repair. It is the intent to correct minor geometric flaws that may include bumps, dips, or loss of crown. Full depth replacement of asphalt pavement along the project at isolated locations is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. Some drive aprons, sidewalk on the west side of the street, and inadequate curb inlets are expected to be replaced or modified.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from City, pavement cores from City (coordinated by HNTB), existing drainage and pavement plans from City, existing plats as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core locations.

Plans and Quantity/Cost Estimating: 1) Typical sections (assumes 1); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/drive/sidewalk/ramp replacements and drainage improvements; 3) Intersection Details for special design areas; 4) Pipe profiles; 5) Standard Details; 6) Quantity/Cost Estimating at project milestones

6. Fontana Road (82nd Street to 79th Street)

This project area is anticipated to be mill and overlay of Fontana Road asphalt pavement from the north edge of pavement of 82nd Street to the south edge of pavement of 79th Street. Along with mill and overlay of the pavement, it is expected that portions of the existing curb will be reconstructed to improve drainage or replace sections in need of repair. It is the intent to correct minor geometric flaws that may include bumps, dips, or loss of crown. Full depth replacement of asphalt pavement along the project at isolated locations is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. Some drive aprons and sidewalk on the west side of the street are expected to be replaced or modified. The existing storm drainage system appears to be in good condition and we anticipate no improvements.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from City, pavement cores from City (coordinated by HNTB), existing drainage and pavement plans from City, existing plats as needed from Johnson County.

Field Surveys and Evaluations: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core locations.

Plans and Quantity/Cost Estimating: 1) Typical sections (assumes 1); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/drive/sidewalk/ramp replacements and drainage improvements; 3) Intersection Details for special design areas; 4) Pipe profiles; 5) Standard Details; 6) Quantity/Cost Estimating at project milestones

Project Schedule

The project schedule will be generally as follows:

Notice to Proceed: March 5, 2008

Concept Phase Completed: June 1, 2008

Preliminary Plans to City: October 1, 2008

Final Plans to City: December 1, 2008

Advertise Project: December 23, 2008

Project Letting: January 9, 2009

Assumptions

1. City will contract directly with geotechnical drilling company to perform borings/cores as needed.

2. Existing plats and AIMS information will be used to develop property lines as needed. No title work will be obtained. The City will obtain right of entry from adjacent property owners as necessary to allow for construction beyond the existing street right-of-way.
3. Utility potholing will be performed by utility or contracted directly with the City. Field survey of utility potholes and locations will be performed (assumed to be a total of 22 locations for all project areas in this scope).
4. Utility relocation plans will be developed by others. Utility coordination is limited to identifying utility locations, submitting plans to utilities, and requesting relocation designs and schedules.
5. The only permit necessary for this program will be an NPDES Land Disturbance Permit (NOI) through KDHE for Falmouth Drive, 74th Street, and 73rd Street.
6. Sidewalk ramp designs will be completed for each crossing of a public street or commercial entrance. Truncated domes are only necessary at public street crossings. Detailed elevations of points on ramps are not included, but instead the City standard details will be used to govern construction of ramps.
7. Traffic projections or analysis are not included in the services.
8. HNTB will be responsible for storm and sanitary sewer manhole adjustment plans. All other utility relocation plans will be developed by others. Utility coordination is limited to identifying utility locations, submitting plans to utilities, and requesting relocation designs and schedules.
9. The projects will be advertised and constructed along with the 2009 CARS Program Project No. 190865 using one set of plans and specifications.
10. This scope of services does not include design of sprinkler systems, septic systems or other privately owned facilities.
11. It is assumed no traffic control plans will be produced and traffic control can be handled with standard details.
12. Scope items in Exhibit B which have zero hours are assumed to be items that are not needed.

**Exhibit B - Compensation Estimate
2009 Paving Program
City Project No. 190869**

Scope/Fee Estimate

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
TASK 1 - CONCEPT PHASE									
1.1 Schedule and attend one startup meeting with City to confirm project goals, schedule, budget, and expectations	0	2	2	0	0	0	0	0	4
1.2 Review the list of work locations with applicable priorities as provided by the City	0	2	2	0	0	0	0	0	4
1.3 Review any criteria changes in the program	0	1	1	0	0	0	0	0	2
1.4 Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project	0	2	2	2	0	0	0	0	6
1.5 Conduct early field reconnaissance to evaluate and identify construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues, other special elements	0	16	24	24	0	0	0	0	64
1.6 Meet with the City to discuss project limits and issues	0	3	3	0	0	0	0	0	6
1.7 Determine coring locations and coordinate with Geotechnical firm for corings	0	1	4	0	0	0	0	0	5
1.8 Evaluate corings and pavement repair option	0	4	6	0	0	0	0	0	10
1.9 Identify all utilities that may be affected by the project and make contact with them to determine the facilities involved	0	1	2	4	0	0	0	0	7
1.10 Prepare a project schedule	0	1	3	0	0	0	0	0	4
1.11 Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. List a project contingency equal to 20 percent of the total of construction costs	0	2	8	16	0	0	0	0	26
1.12 Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget	0	2	2	4	0	0	0	0	8
1.13 Meet with the City to review costs and scope of project	0	2	2	0	0	0	0	0	4
1.14 Submit a report summarizing the project scope	0	2	8	8	0	0	0	0	18
1.15 QA/QC by Senior Level Engineer	2	2	0	0	0	0	0	0	4
1.16 Submit one paper copy and one electronic copy in PDF format for review by the City	0	1	1	2	0	0	0	0	4
Task 1 Totals:	2	44	70	60	0	0	0	0	176
Hourly Rate:	\$ 180	\$ 135	\$ 113	\$ 98	\$ 120	\$ 140	\$ 68	\$ 72	
Subtotal Labor Fee:	\$ 360	\$ 5,940	\$ 7,910	\$ 5,880	\$ -	\$ -	\$ -	\$ -	\$ 20,090

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
TASK 2 - PRELIMINARY DESIGN PHASE									
2.1 Conduct field reconnaissance to evaluate and identify:									
2.1.1 Issues determined in the concept phase	0	4	8	8	4	0	0	0	24
2.1.2 Identify existing drainage components in project area (size, material, capacity, storm design adequacy, and condition)	0	0	4	4	0	0	0	16	24
2.1.3 Need for drainage improvements	0	2	8	8	0	0	0	0	18
2.1.4 Need for pavement repairs	0	0	4	4	0	0	0	0	8
2.1.5 Need for sidewalk replacement	0	2	8	8	0	0	0	0	18
2.1.6 Need for curb and gutter replacement	0	2	8	8	0	0	0	0	18
2.1.7 Need for and limits of driveway replacement	0	2	8	8	0	0	0	0	18
2.1.8 Need for which type of ADA ramps	0	2	4	4	0	0	0	0	10
2.1.9 Location of existing pavement markings	0	0	1	1	0	0	0	0	2

**Exhibit B - Compensation Estimate
2009 Paving Program
City Project No. 190869**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.1.10 Tree conflicts	0	0	0	2	0	0	0	0	2
2.1.11 Utility conflicts									
2.1.11.1 Determine location and scope of relocation	0	1	2	4	0	0	0	0	7
2.1.11.2 Identify test pit locations of potential utility conflicts	0	1	2	4	0	0	0	0	7
2.1.12 Location of bench marks and section markers for all 6 projects	0	0	0	0	0	2	0	80	82
2.1.13 Perform Total Station mapping of cross slopes on Falmouth Drive	0	0	0	0	0	2	0	24	26
2.1.14 Perform Total Station mapping of cross slopes on 74th Street	0	0	0	0	0	2	0	24	26
2.1.15 Perform Total Station mapping of 73rd Street	0	0	0	0	0	4	0	112	116
2.1.16 Perform Total Station mapping for new sidewalk and pavement cross slopes on Rosewood Drive CDS	0	0	0	0	0	2	0	16	18
2.1.17 Perform Total Station mapping of cross slopes on Fontana Road (North)	0	0	0	0	0	4	0	32	36
2.1.18 Perform Total Station mapping of cross slopes on Fontana Road (South)	0	0	0	0	0	4	0	32	36
2.1.19 Survey pothole locations on Falmouth Drive	0	0	0	0	0	0	0	2	2
2.1.20 Survey pothole locations on 74th Street	0	0	0	0	0	0	0	2	2
2.1.21 Survey pothole locations on 73rd Street	0	0	0	0	0	0	0	4	4
2.1.22 Survey pothole locations on Rosewood Drive CDS	0	0	0	0	0	0	0	4	4
2.1.23 Survey pothole locations on Fontana Road (North)	0	0	0	0	0	0	0	4	4
2.1.24 Survey pothole locations on Fontana Road (South)	0	0	0	0	0	0	0	4	4
2.2 Prepare preliminary construction plans (80%)									
2.2.1 Prepare a project title sheet	0	0	0	1	0	0	2	0	3
2.2.2 Prepare general site plan showing house outline, street, elevations, trees, address and owner names based on latest AIMS coverage data, field surveys, as well as boring locations	0	2	8	16	0	0	40	0	66
2.2.3 Prepare plan and profiles for street and drainage showing best information for all utility conflicts and test pits for location identification including drainage, sanitary sewer, water, gas, electric, telephone, drainage, signals, street lights									
2.2.3.1 Prepare Typical Sections	0	2	4	16	0	0	16	0	38
2.2.3.2 Plan sheets for streets to have pavement reconstructed (Falmouth Drive and 74th Street) (Assumes 4 sheets @ 1"=20')	0	8	16	24	0	0	24	0	72
2.2.3.3 Plan and profile sheets for street to be reconstructed (73rd Street) (Assumes 4 sheets @ 1"=20')	1	8	30	60	0	0	50	0	149
2.2.3.4 Plan and profile sheets for street to be mill and overlaid with new sidewalk construction (Rosewood Drive CDS) (Assumes 1 sheet @ 1"=20')	1	4	8	16	0	0	16	0	45
2.2.3.5 Plan sheets for street to be mill and overlaid (Fontana Road) (Assumes 10 sheets @ 1"=20')	0	12	40	60	0	0	48	0	160
2.2.3.6 Intersection details and details of special design areas (Assumes 5 sheets @ 1"=10')	0	8	12	40	0	0	32	0	92
2.2.3.7 Prepare driveway profiles for 73rd Street only (Assumes 38 driveways)	0	4	16	30	0	0	0	0	50
2.2.3.8 Develop storm sewer improvements and profiles (Assumes 5 sheets)	0	8	16	24	0	0	16	0	64
2.2.4 Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations. (Assumes 80 sections on 73rd Street and 15 sections on Rosewood Drive Cul-de-Sac)	0	6	12	48	0	0	8	0	74
2.2.5 Prepare a standard and special detail plan showing City details, drawings and other special details pertinent to the project	0	2	4	8	0	0	8	0	22
2.2.6 Prepare an easement plan of intended construction and required easements (both permanent and temporary) as well as right of entry	0	1	4	8	0	0	0	0	13

**Exhibit B - Compensation Estimate
2009 Paving Program
City Project No. 190869**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.2.7 Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction	0	0	0	0	0	0	0	0	0
2.2.8 Prepare an erosion and sediment control plan showing all areas to be controlled during construction (Falmouth Drive, 73rd Street and 74th Street)	0	1	8	16	0	0	8	0	33
2.3 QA/QC by Senior Level Engineer	4	8	0	0	0	0	0	0	12
2.4 Establish existing right of way and lot lines from AIMS and plat	0	2	4	16	0	4	4	0	30
2.5 Prepare all right of entry documents and tract maps and submit to City	0	2	8	24	0	4	16	0	54
2.6 Present one set of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts	0	1	1	1	0	0	1	0	4
2.7 Present one set of preliminary plans for City review	0	1	1	1	0	0	1	0	4
2.8 Participate in a public meeting to present project intentions (Includes preparation for meeting with one exhibit)	0	0	0	0	0	0	0	0	0
2.9 Present draft of detail specifications (green pages) and special conditions (pink pages) for City review	0	16	16	0	0	0	0	0	32
2.10 Present a detailed opinion of probable construction cost including a compilation of typical and non-typical construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent	0	4	16	24	0	0	0	0	44
2.11 Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget	0	2	2	0	0	0	0	0	4
2.12 Attend and publish minutes of all meetings (held at least monthly) and disperse to City representative and all other attendees within five working days. (Assumes 3 meetings)	0	6	6	0	0	0	0	0	12
2.13 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	0	2	0	0	2	0	4
2.14 Conduct a field check with the City	0	4	4	0	0	0	0	0	8
2.15 Prepare and submit NPDES permit and SWPPP for Falmouth Drive, 73rd Street and 74th Street.	0	1	8	16	0	0	0	0	25
Task 2 Totals:	6	129	301	514	4	28	292	356	1630

Hourly Rate: \$ 180 \$ 135 \$ 113 \$ 98 \$ 120 \$ 140 \$ 68 \$ 72
Subtotal Labor Fee: \$ 1,080 \$ 17,415 \$ 34,013 \$ 50,372 \$ 480 \$ 3,920 \$ 19,856 \$ 25,632 \$ 152,768

TASK 3 - FINAL DESIGN PHASE									
3.1 Prepare final design documents based on preliminary plans and comments received from City and other review agencies	0	16	40	40	0	0	40	0	136
3.2 Prepare final project manual	0	8	12	0	0	0	0	0	20
3.3 Present one set of final design plans and specifications for City review	0	0	1	1	0	0	1	0	3
3.4 Submit one set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans	0	0	1	1	0	0	2	0	4
3.5 Request utility comments and construction schedule	0	1	4	8	0	0	0	0	13
3.6 Prepare a final opinion of probable construction cost including a compilation of construction pay items with quantities and current unit cost estimates	0	2	8	16	0	0	0	0	26
3.7 Prepare all bid documents using the City's standard bid and contract	0	2	4	0	0	0	0	0	6
3.8 QA/QC by Senior Level Engineer	4	8	0	0	0	0	0	0	12

**Exhibit B - Compensation Estimate
2009 Paving Program
City Project No. 190869**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
3.9 Attend and publish minutes of all meetings and disperse to City representative and all other attendees within five working days. (Assumes 2 meetings)	0	4	4	0	0	0	0	0	8
3.10 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	0	2	0	0	2	0	4
Task 3 Totals:	4	4	4	2	0	0	2	0	232
Hourly Rate:	\$ 180	\$ 135	\$ 113	\$ 98	\$ 120	\$ 140	\$ 68	\$ 72	
Subtotal Labor Fee:	\$ 720	\$ 5,535	\$ 8,362	\$ 6,664	\$ -	\$ -	\$ 3,060	\$ -	\$ 24,341

TASK 4 - BIDDING PHASE									
Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
4.1 Provide the City a notice of bid for publication	0	0	1	0	0	0	0	0	1
4.2 Mail bid notice to potential contractors	0	0	0	1	0	0	0	0	1
4.3 Provide plans, bid documents, and specifications for potential bidders to purchase	0	0	1	0	0	0	1	0	2
4.4 Provide all utilities with bid set of plans and request attendance at pre-bid meeting	0	0	1	0	0	0	1	0	2
4.5 Conduct a pre-bid meeting and answer any questions as addenda to the contract bid	0	2	3	0	0	0	0	0	5
4.6 After pre-bid meeting, prepare minutes and addenda. Distribute prior to bid opening	0	2	4	0	0	0	2	0	8
4.7 Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet	0	1	2	0	0	0	0	0	3
4.8 Attend bid opening and check all bids for accuracy	0	2	2	2	0	0	0	0	6
4.9 Evaluate the bidders and make a recommendation of award to the City	0	1	1	0	0	0	0	0	2
4.10 Assemble five construction documents including bonds for execution by the contractor and the City	0	1	1	0	0	0	0	0	2
4.11 Submit contractor signed contract documents to the City for execution and award	0	0	1	0	0	0	0	0	1
4.12 Submit one paper copy and one electronic copy in PDF format for review by the City	0	0	1	1	0	0	1	0	3
Task 4 Totals:	0	9	18	4	0	0	5	0	36
Hourly Rate:	\$ 180	\$ 135	\$ 113	\$ 98	\$ 120	\$ 140	\$ 68	\$ 72	
Subtotal Labor Fee:	\$ -	\$ 1,215	\$ 2,034	\$ 392	\$ -	\$ -	\$ 340	\$ -	\$ 3,981

Total Labor Hours	12	223	463	646	4	28	342	356	2074
% of Project Hours	1%	11%	22%	31%	0%	1%	16%	17%	
Total Labor Fee	\$ 2,160	\$ 30,105	\$ 52,319	\$ 63,308	\$ 480	\$ 3,920	\$ 23,256	\$ 25,632	\$ 201,180

Expenses:	Transportation	\$ 520
	Printing and Misc.	\$ 5,000

Total Labor and Expenses: \$ 206,700



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 17, 2008

COU2008-26: CONSIDER INTERLOCAL AGREEMENT WITH CITY OF MISSION HILLS FOR THE OPERATION AND MAINTENANCE OF LIGHTS ON TOMAHAWK BRIDGE

RECOMMENDATION

Move to approve the interlocal agreement with the City of Mission Hills for the operation and maintenance of the lights on the Tomahawk Bridge.

BACKGROUND

The Tomahawk Bridge is currently under construction and nearly complete. This bridge includes lights which are both in the City of Mission Hills and Prairie Village. The electric meter is on the Prairie Village side so an interlocal agreement is needed to split the costs (50%-50%) for electricity and maintenance. Prairie Village will be responsible for the maintenance of the lights and will invoice Mission Hills for half of any associated costs.

FUNDING SOURCE

The cost for maintenance and operation of the lights will come from the Public Works operations budget.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Interlocal agreement with the City of Mission Hills.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 6, 2008

AGREEMENT BETWEEN THE CITY OF MISSION HILLS, KANSAS, AND PRAIRIE
VILLAGE, KANSAS, FOR THE OPERATION AND MAINTENANCE OF
TOMAHAWK BRIDGE LIGHTS

THIS AGREEMENT, made and entered into this _____ day of _____
_____, 2008, by and between the CITY OF MISSION HILLS, KANSAS and the CITY OF
PRAIRIE VILLAGE, KANSAS, each party having been organized and now existing under the
laws of the State of Kansas.

WHEREAS, a bridge on Tomahawk Street (the "Tomahawk Bridge") is located partially
in each city; and

WHEREAS, the Governing Bodies of both cities have previously approved the
installation of bridge lights on the Tomahawk Bridge (the "Tomahawk Bridge Lights"); and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in operating
and maintaining the aforesaid bridge lights which are the property of the two cities; and

WHEREAS, the Governing Bodies of both parties hereto have determined to enter into
this agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908
and K.S.A. 68-169; and

WHEREAS, the governing body of the City of Prairie Village, Kansas, did approve and
authorize its Mayor to execute this Agreement by official vote of said body on the _____ day
of _____, 2008; and

WHEREAS, the Governing Body of the Mission Hills, Kansas, did approve and
authorize its Mayor to execute this Agreement by official vote of said body on the _____ day
of _____, 2008;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and
agreements herein contained, and for other good and valuable considerations, the parties
hereto agree as follows:

1. DURATION OF AGREEMENT: The parties hereto agree that this agreement shall
exist for the lifetime of the bridge lights, unless sooner terminated by written notice presented
by either party.

2. NO LEGAL ENTITY CREATED: There will be no separate legal entity created under this Agreement. The parties to this Agreement shall be responsible for the administration of this Agreement.
3. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of the Tomahawk Bridge Lights.
4. OWNERSHIP OF SYSTEM: The parties acknowledge that the Tomahawk Bridge Lights are owned equally by both cities and operated and maintained by the City of Prairie Village.
5. SHARING OF COSTS: Each party shall pay 50% percent of the costs for operation and maintenance of the Tomahawk Bridge Lights. The electrical utility costs will be billed to the City of Prairie Village, and the City of Prairie Village will furnish personnel, equipment and supplies necessary to perform routine maintenance and service on the Tomahawk Bridge Lights. The City of Prairie Village will issue to the City of Mission Hills invoices for 50% of the above operation and maintenance costs at least quarterly, and the City of Mission Hills will pay such invoices within thirty (30) days of receipt of same. The cities acknowledge that it is anticipated that no maintenance costs will be required during the first five years following installation of the Tomahawk Bridge Lights because the manufacturer, Holophane, has guaranteed operation (except for bulb replacement) for the first 5 years.
6. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: The cities of Mission Hills and Prairie Village, Kansas, being the owners of the Tomahawk Bridge Lights, shall continue to own same at the termination of the Agreement. Said ownership shall be equally shared by both parties.
7. ADMINISTRATION OF PROJECT: The operation and maintenance of the Tomahawk Bridge Lights shall be administered by the Governing Body of the City of Prairie Village, Kansas, acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, he is empowered to do all things reasonably necessary to cause the operation and maintenance of said lights.

8. CHANGES, MODIFICATIONS, UPGRADES AND ADDITIONS: The Public Works Directors of both cities shall review and agree to any changes, modifications, upgrades and additions to the Tomahawk Bridge Lights.

9. PLACING AGREEMENT IN FORCE. The attorney for the City of Mission Hills, Kansas, shall cause this Agreement to be executed in three parts. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in three (3) parts by each of the parties hereto on the day and year first above written. This Agreement shall become effective _____.

CITY OF PRAIRIE VILLAGE, KANSAS

CITY OF MISSION HILLS, KANSAS

Ronald L. Shaffer, Mayor

Courtney Christensen, City Administrator

ATTEST:

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Charles E. Wetzler, City Attorney

Stephen P. Chinn, Attorney for the City



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 3, 2008

COU2008-23: CONSIDER FUND TRANSFER TO PURCHASE ADDITIONAL ROAD SALT

RECOMMENDATION

Staff recommends the City Council approve the transfer of \$35,000.00 from General Fund Contingency to Public Works Operating Budget to purchase additional road salt on the existing bid.

COUNCIL ACTION REQUESTED ON MARCH 3, 2008

BACKGROUND

As of February 27, 2008, Public Works has removed snow/ice on 13 occasions. Slightly more than 2,000 tons of road salt have been used (salt barn holds 2,000 tons). Right after January 1, 2008, Public Works had less than 200 tons of road salt in the salt barn. Fortunately, the new budget year started and provided funds for ordering 1,000 tons at the last March bid price of \$37.22 per ton. The last of the order was delivered on February 25th. Currently the salt barn has about 300 tons of salt, enough for 1.5 storms.

The vendor states that Prairie Village has 1,350 tons on the 2007 commitment, which means the City could order 1,350 tons right now. Normally, Public Works seeks new bids in late March for the next winter season. The vendor will sell the 1,350 tons at the same price of \$37.22. Public Works estimates that purchasing the salt now could save \$6,000 to \$8,000 for next season.

FUNDING SOURCE

The 2008 Public Works Operating Budget has \$15,000 balance for salt purchases. The 1,350 tons will cost just over \$50,000.00. Therefore, Public Works is requesting a transfer of \$35,000.00 from General Fund Contingency for purchasing road salt.

RELATION TO VILLAGE VISION

CFS3. Streets and Sidewalks

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 27, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 3, 2008

COU2008-24: CONSIDER CORRECTION OF RIGHT-OF-WAY CONSTRUCTION COST FACTOR FOR RIGHT-OF-WAY PERMIT

RECOMMENDATION

Staff recommends the City Council approve new construction cost factor of \$11.33 for mill and overlay, \$2.76 for slurry seal and \$55.47 for new pavement.

COUNCIL ACTION REQUESTED ON MARCH 3, 2008

BACKGROUND

Staff recently recommended a change for the construction cost factor to \$11.10 from \$9.91 for new pavement, to \$4.76 from \$4.75 for overlay pavement and \$0.68 from \$0.61 for slurry seal surfaces. An error was discovered in method used in the calculation of the adjusted rates. The new rates being recommended are \$11.33 for mill and overlay pavement, \$2.76 for slurry seal pavement and \$55.47 for new pavement.

These rates are used to determine the right-of-way fee for disruption of the pavement. At the time of permit issuance, the pavement age and pavement type is determined. The age is used to recognize the time deterioration of the pavement. The product of age, type of pavement and area of excavation is added to the permit fee. The intent of this additional fee is to recognize the shorten life of the pavement due to the excavation.

FUNDING SOURCE

There is no funding, but rather revenue will be generated.

RELATION TO VILLAGE VISION

- CCS2a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.*
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

PREPARED BY

S Robert Pryzby, Director of Public Works
February 27, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 17, 2008

COU2008-25: CONSIDER DESIGN AGREEMENT FOR PROJECT 190871: MISSION LANE BRIDGE REPLACEMENT

RECOMMENDATION

Move to approve the design agreement with George Butler Associates Inc. for project 190871: Mission Lane Bridge Replacement in the amount of \$134,000.00.

BACKGROUND

The Mission Lane Bridge (over Brush Creek) is located in the Prairie Village shopping Center approximately 250 feet north of Mission Road. It is currently a continuous, three-span, reinforced concrete flat slab structure. Culverts owned by Highwoods Properties abut the bridge on both sides. The bridge was originally constructed in 1947. The original structure included piers consisting of square columns with a concrete pier beam and footings below the concrete column locations. During construction of the shopping center non-load bearing masonry was added between columns to create separate channels. In addition, non-bearing walls were added at each end to match the channel formed by the adjacent Highwoods Properties structures. The bridge is classified as structurally deficient and needs to be replaced.

The construction cost of the Mission Lane Bridge was previously estimated during the biennial bridge inspection. It may not represent the actual cost to complete this work. The design and construction of this project is complicated due to its location in the shopping center. The tight area in which to perform construction, and the fact it spans brush creek which is very unpredictable as to flooding. Attached is some information that you may find useful in understanding the complexity and scope of this project.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$59,000.00 with a transfer of \$75,000.00 from Project 190719: 2008 Storm Drainage Improvements.

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Design Agreement with George Butler Associates, Inc. (GBA)
2. "Understanding the Scope" of the Mission Lane Bridge Replacement

PREPARED BY

S Robert Pryzby, Director of Public Works
February 27, 2008

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190871: MISSION LANE BRIDGE

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and George Butler Associates, Inc. a corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas 66219-9745, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190871: Mission Lane Bridge, hereinafter called the “Project”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

1. CITY RESPONSIBILITIES

- 1.1. The City has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded \$450,000 for the construction of this project.

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

GENERAL SCOPE OF SERVICES FOR ENGINEERING PROJECT DESIGN

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.

Objective

The City of Prairie Village, Kansas, hereafter referred to as the **CITY**, intends to engage the services of a professional engineer, hereafter referred to as the **CONSULTANT**. The **CONSULTANT** will provide engineering design services to the **CITY** for the **Replacement of the Mission Lane Bridge**, as commonly provided by peers in this profession. Typical tasks could be concept study, preliminary design, final design, and bid assistance.

Work Area/Project Description

The Mission Lane Bridge over Brush Creek is located in the Prairie Village Shopping Center approximately 250 feet north of Mission Road. It is currently a continuous, three-span, reinforced concrete flat slab structure. Culverts owned by Highwoods Properties abut the bridge on both sides. The bridge was originally constructed in 1947 with span lengths of 22 feet, 26 feet, and 22 feet. The original structure included piers consisting of square columns with a concrete pier beam and footings below the concrete column locations. During construction of the shopping center, non-load bearing masonry was added between columns to create separate channels. In addition, non-bearing walls were added at each end to match the channel formed by the adjacent Highwoods Properties structures. The effective span opening is now 12 feet, 26 feet and 12 feet. The masonry walls obstruct view of the abutments and portions of the end span slabs. Vents in the masonry walls allow limited view into the cavities. The cavities appear to be filled to an approximate depth of 4 feet. The bridge is classified as structurally deficient per FHWA standards and needs to be replaced.

3. Concept Study

3.1 Schedule and attend one startup meeting with City to confirm project goals, schedule, and expectations. Provide project management for Concept Study

3.1.1. Review with City staff, the available plans, previous studies, and pertinent information regarding the Project.

3.1.2. Provide project management and quality review for the concept study

3.2 Evaluate two (2) structure alternatives for the bridge replacement; the inverted tee beam and the double tee beam.

3.2.1. Determine existing bridge structure depth for bridge replacement alternatives.

3.2.2. Compare structure alternatives for speed of construction, construction costs, long term maintenance, and utility accommodation.

3.2.3. Perform hydraulic calculations with the two structure alternatives

3.2.4. Update existing and evaluate proposed backwater analysis for bridge alternatives using the models from the Northeast Johnson County Watershed Study.

3.3 Perform field surveys for the concept study

3.3.1. Establish project horizontal and vertical control for completion of this specific project.

3.3.2. Perform a topographic survey of the project area (approximately 60,000 square feet)

3.3.3. Locate bridge superstructure, substructure on the surface and inside the culvert

3.4 Identify utilities that may be affected by the project and begin contact with owners to determine the facilities involved. (FHWA SUE Quality Level D)

3.4.1. Identify utilities within 25 feet of the bridge.

3.4.2. Schedule and attend one utility coordination meeting to establish utility contacts.

3.5 Summarize concept findings and make a bridge structure recommendation to the City

3.6 Submit one paper copy and one electronic copy in Microsoft Office, or pdf of documents for review by the City.

4. Preliminary Design Phase

4.1 Prepare a project schedule and general project management plan for the preliminary design phase

4.2 Conduct a field reconnaissance visit to the project site and analyze data

4.2.1. Locate right-of-way as established from Johnson County records.

4.2.2. Begin the environmental permitting process

4.2.2.1. Prepare floodplain development permit application

4.2.2.2. Prepare Kansas Division of Water Resources Stream Obstruction / Floodplain permit application

4.2.2.3. Conduct Preliminary Jurisdictional Wetland Identification per the Clean Water Act Section 404 / 401

- Jurisdictional wetlands are not anticipated to be within the projects limits. If potential wetlands are identified during the Wetland Identification and are proposed to be impacted, then a *Preliminary Jurisdictional Wetland Delineation* will need to be conducted as an additional service.

- 4.2.2.4 Document Clean Water Act Section 404 Nationwide Permitting
 - The project is not anticipated to impact more than ½ acre of jurisdictional waters of the U.S. including wetlands. If the ½ acre impact limit is exceeded, then a Section 404 Individual Permit Application will be required as an additional service for the project. The project is not anticipated to impact more than 1/10 acre of waters of the U.S. or impact jurisdictional wetlands; therefore, the Corps should not need to be notified of the NWP 14 activities. If impacts are greater than 1/10 acre or wetlands are impacted, then a Pre-Construction Notification to the Corps will be required as an additional service. The project shall comply with the General Conditions and the Kansas City District Corps Regional Conditions set forth for Nationwide Permits.
- 4.2.2.5 Determine NPDES Land Disturbance permitting and Stormwater Pollution Prevention Plan required per City Stormwater Management Code
- 4.2.3. Identify existing storm drainage components within twenty five feet of existing bridge
 - 4.2.3.1 Size
 - 4.2.3.2 Material
 - 4.2.3.3 Capacity
 - 4.2.3.4 Storm Design Adequacy per APWA criteria
 - 4.2.3.5 Condition
- 4.2.4. Determine the need for drainage improvements within twenty five feet of existing bridge
- 4.2.5. Determine the need for pavement repairs within twenty five feet of existing bridge
- 4.2.6. Determine the need for sidewalk replacement within twenty five feet of existing bridge
- 4.2.7. Determine the need for curb and gutter replacement within twenty five feet of existing bridge
- 4.2.8. Determine the need for ADA compliance within twenty five feet of existing bridge
- 4.2.9. Identify utility conflicts for the project (FHWA SUE Quality level B)
 - 4.2.9.1 Determine with utility owner plans for relocation and scope of relocation
 - 4.2.9.2 Attend two utility coordination meetings
- 4.2.10. Perform a condition assessment of existing Highwoods Properties' culvert within 10 feet adjacent to the bridge structure. This is to determine if the Highwoods structure can be self-supporting during construction.
 - 4.2.10.1 Evaluate the upstream and downstream culvert for section loss
 - 4.2.10.2 Verify member size and span lengths for upstream and downstream sections
 - 4.2.10.3 Evaluate existing load bearing wall condition
 - 4.2.10.4 Evaluate the load carrying capacity of existing Highwoods Properties culvert structure, including the addition of traffic barrier loads.
 - 4.2.10.5 Visually identify scour areas under the bridge in rock flow line for new floor slab and wall construction.
- 4.3 Coordinate with the City's approved geotechnical firm for sub-surface investigation and foundation recommendations.**
- 4.4 Prepare preliminary construction plans.**

- 4.4.1. Prepare a project title sheet.
- 4.4.2. Prepare a construction layout showing information for utility conflicts including drainage, sanitary sewer, water, gas, electric, telephone, and street lights. (FHWA SUE Quality level B)
- 4.4.3. Prepare a preliminary sheet detailing potential rehabilitation needed for the existing Highwoods' culvert structure within ten feet of the bridge. This would only be necessary to complete City construction of the new bridge. This would be contingent on the field investigation and load carrying capacity of the existing culvert channels near the bridge.
- 4.4.4. Prepare a demolition sheet for the existing bridge identifying how utilities will be staged.
- 4.4.5. Prepare a type, size, and location sheet for the proposed replacement bridge structure.
- 4.4.6. Prepare a boring log layout sheet to provide to the City's geotech.
- 4.4.7. Prepare channel sections, under the bridge, to model the bridge opening.
- 4.4.8. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction after City has consultation with Highwoods.
- 4.4.8. Prepare an erosion and sediment control plan showing areas to be controlled during construction.
- 4.5 Prepare easement documents and submit to City (2 planned)**
- 4.6 Present one set of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts**
- 4.7 Present one set of preliminary plans to City for review**
- 4.8 Present draft of specifications and special conditions for City review**
- 4.9 Present a detailed opinion of probable construction cost including a compilation of typical and non-typical construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.**
- 4.10 Participate in a stakeholders (local businesses) meeting to present project**
- 4.11 Publish minutes of meetings (held monthly) and disperse to City representative and other attendees within five working days.**
- 4.12 Submit one paper copy and one electronic copy in Microsoft Office, or pdf of documents for review by the City.**
- 5. Final Design Phase**
- 5.1 Prepare final design documents based on preliminary plans and comments received from City and other review agencies.**
- 5.2 Prepare final design plans and specifications**
- 5.2.1 Prepare bridge replacement plans detailing aspects of existing bridge removal and proposed bridge construction. Bridge design will meet KDOT Specifications and the 17th Edition AASHTO Standard Specifications for Highway Bridges. If the existing culvert structure requires rehabilitation to allow this

City bridge replacement, then GBA will design and detail plans to rehabilitate existing culvert. This rehabilitation work shall be limited to 10 feet adjacent to the bridge structure.

- 5.2.1.1. General notes required for construction and estimated quantities
- 5.2.1.2. Bridge Construction layout sheet showing a plan and elevation of the bridge
- 5.2.1.3. Geology sheet with boring logs
- 5.2.1.4. Highwoods' Culvert rehabilitation (if required for City construction project)
- 5.2.1.5. Detailed Demolition plan
- 5.2.1.6. Abutment wall details
- 5.2.1.7. Abutment strip drain
- 5.2.1.8. Floor slab details
- 5.2.1.9. Girder details
- 5.2.1.10. Utility details
- 5.2.1.11. Deck slab details
- 5.2.1.12. Listing of reinforcing steel required for the project.
- 5.2.1.13. Video Survey and visually identify existing building problem areas for the three surrounding buildings.
The survey will include an external survey for three buildings and one internal building survey. This is only to document the condition of the buildings prior to demolition for the City Project.
- 5.2.1.14. Document survey findings of in a letter report to the City along with the video survey.
- 5.2.2. Prepare Final Roadway Plans and Specifications per AASHTO guidelines
 - 5.2.2.1. Title Sheet for the entire project
 - 5.2.2.2. Typical roadway sections including the approaches to the bridge
 - 5.2.2.3. Horizontal and Vertical Control Sheet
 - 5.2.2.4. Plan and Profile Sheets
 - 5.2.2.5. Drainage Sheets (as required)
 - 5.2.2.6. Detail Sheets (ADA ramps, medians, sidewalks, etc.)
 - 5.2.2.7. Temporary Erosion Control Plan
 - 5.2.2.8. Evaluate post construction bmp.
 - 5.2.2.9. Summary of Quantities
 - 5.2.2.10. Cross Sections (as required for construction of this project)
 - 5.2.2.11. Construction traffic control plans
- 5.3 Internal QA/QC**
 - 5.3 Submit one set of final plans and specifications to the City and provide utility companies with identification of significant changes from preliminary design plans.**
 - 5.4 Request written comments from utility owners and utility relocation construction schedule.**
 - 5.6 Attend two utility coordination meetings.**

- 5.7 Prepare a final opinion of probable construction cost including a compilation of construction pay items with quantities and current unit cost estimates.
- 5.8 Prepare all bid documents using the City's standard bid and contract documents.
- 5.9 Publish minutes of all meetings and disperse to City representative and attendees within five working days.

5.10 Submit one paper copy and one electronic copy in Microsoft Office, or pdf of documents for review by the City.

6. Bidding Phase

6.1. Provide the City a notice of bid for publication.

6.2. Mail bid notice to potential contractors.

6.2.1. Provide plan, bid documents and specifications for potential bidders through a plan printing house.

6.3. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.

6.4. Conduct a pre-bid meeting and answer any questions.

6.5. After pre-bid meeting, prepare minutes and addenda. Distribute prior to bid opening.

6.6. Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet.

6.7. Attend bid opening and check all bids for accuracy.

6.8. Evaluate the bidders and make a recommendation of award to the City.

6.9. Assemble five construction documents including bonds for execution by the contractor and the City.

6.10. Submit contractor signed contract documents to the City for execution and award.

6.11. Attend a pre-construction meeting

6.12. Be available for discussion and consultation during the construction phase, and construction observation services could be provided if necessary.

7. Construction Administration Phase

7.1 To be negotiated at a later date.

8. TIME SCHEDULE

8.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.

8.2. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

8.3. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to

procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

8.4 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

8.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase:	Due by May 5, 2008
Preliminary Design Phase:	Due by August 1, 2008
Final Design Phase:	Due by December 3, 2008
Letting Date:	January 9, 2009

9. COMPENSATION

9.1. The City agrees to pay the Consultant as maximum compensation as defined in the scope of services the following fees:

Concept Phase:	Total Maximum Fee	\$ <u>25,421</u>
Preliminary Design Phase:	Total Maximum Fee	\$ <u>36,410</u>
Final Design Phase:	Total Maximum Fee	\$ <u>65,990</u>
Bidding Phase:	Total Maximum Fee	\$ <u>5,500</u>
Total Fees		\$ <u>133,321</u>

9.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs as shown on Exhibit A, Standard Hourly Chargeout Rates.

9.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

9.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services, and detail list of Direct Non-Salary Costs.

9.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

10. GENERAL PROVISIONS

10.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- 10.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 10.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

- 10.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 10.4.1. Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- 10.4.2. Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 10.4.3. Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- 10.4.4. If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's

liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- 10.5. **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 10.6. **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 10.7. **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.
- 10.8. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 10.9. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 10.10. **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by

law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By: _____

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

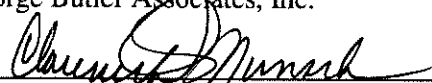
ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

George Butler Associates, Inc.

By: _____


Clarence D. Munsch, P.E., Vice President

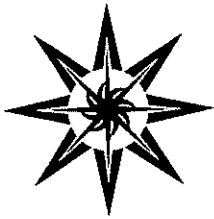
Address for giving notices:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

Telephone: 913-492-0400

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008
Council Meeting Date: March 3, 2008

COU2008-27: CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT FOR PROJECT 190864: 2008 PAVING PROGRAM, PROJECT 190868: CARS PROGRAM ON ROE AVENUE AND PROJECT 190719: STORM DRAINAGE REPAIR PROGRAM

RECOMMENDATION

Move to approve the construction administration agreement with BHC Rhodes for Project 190864: 2008 Street Resurfacing Program, Project 190868: CARS, Roe Avenue from 91st Street to Somerset Drive and Project 190719: 2008 Storm Drainage Repair Program in the total amount of \$211,000.

City Council Approval Requested on March 3, 2008

BACKGROUND

Six consultants submitted proposals for construction administration services for 2008 projects. The six were narrowed down to three and On February 11, 2008, the Consultant Selection Committee conducted oral interviews of GBA, SKW and BHC Rhodes. The committee selected BHC Rhodes.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$115,500 under Project 190864: 2009 Street Resurfacing Program, \$40,500 under Project 190868: CARS, Roe Avenue from 91st Street to Somerset Drive and \$55,000 under Project 190719: 2008 Storm Drainage Repair Program. Fifty percent (50%) or \$20,250 of the construction administration costs for Project 190868 (Roe Ave) will be reimbursed by the County.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Construction Administration with BHC Rhodes for Project 190719: 2008 Storm Drainage Repair Program
2. Construction Administration with BHC Rhodes for Project 190864: Storm Resurfacing Program
3. Construction Administration with BHC Rhodes for Project 190868: 2008 CARS on Roe Avenue

PREPARED BY

S Robert Pryzby, Director of Public Works

February 28, 2008

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

PROJECT 190864: 2008 STREET RESURFACING PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2008, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Brungardt Honomichl & Company, P.A., a Kansas corporation with offices at 6363 College Boulevard, Suite 500, Overland Park, Kansas 66211, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190864: 2008 Street Resurfacing Program hereinafter called the “**Project**”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

ARTICLE I **RESPONSIBILITIES OF THE CITY**

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates John Sanders, Manager of Construction, who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.

2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and

interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$115,500.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT'S current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

Controlling Law: This Agreement is to be governed by the laws of the State of Kansas.

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant,

the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

City of Prairie Village, KS

By: _____

Ronald L. Shaffer

Mayor

CONSULTANT:

Brungardt Honomichl & Company, P.A.

By: Bill A. Brungardt

Bill Brungardt, P.E.

Executive Vice President

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

ATTEST:

Joyce Hagen Mundy, City Clerk

Address for giving notices:

Brungardt Honomichl & Company, P.A.
6363 College Boulevard, Suite 500
Overland Park, Kansas 66211
913-663-1900

APPROVED BY:

Charles E. Wetzler, City Attorney

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

PROJECT 190868: 2008 C.A.R.S., ROE AVENUE RESURFACING (91st STREET TO SOMERSET DRIVE)

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2008, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Brungardt Honomichl & Company, P.A., a Kansas corporation with offices at 6363 College Boulevard, Suite 500, Overland Park, Kansas 66211, hereinafter called the "Consultant".

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190868: 2008 CARS, Roe Avenue Resurfacing (91st Street to Somerset Drive) hereinafter called the "Project",

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

ARTICLE I RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates John Sanders, Manager of Construction, who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.

2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and

interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$48,000.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT'S current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

Controlling Law: This Agreement is to be governed by the laws of the State of Kansas.

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant,

the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

City of Prairie Village, KS

By: _____

Ronald L. Shaffer

Mayor

CONSULTANT:

Brungardt Honomichl & Company, P.A.

By: Bill A. Brungardt

Bill Brungardt, P.E.

Executive Vice President

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

ATTEST:

Joyce Hagen Mundy, City Clerk

Address for giving notices:

Brungardt Honomichl & Company, P.A.
6363 College Boulevard, Suite 500
Overland Park, Kansas 66211
913-663-1900

APPROVED BY:

Charles E. Wetzler, City Attorney

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2008, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Brungardt Honomichl & Company, P.A., a Kansas corporation with offices at 6363 College Boulevard, Suite 500, Overland Park, Kansas 66211, hereinafter called the "Consultant".

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190719: 2008 Storm Drainage Repair Program hereinafter called the "Project",

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

ARTICLE I RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates John Sanders, Manager of Construction, who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.

2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and

interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$47,500.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT'S current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

Controlling Law: This Agreement is to be governed by the laws of the State of Kansas.

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant,

the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

City of Prairie Village, KS

By: _____

Ronald L. Shaffer

Mayor

CONSULTANT:

Brungardt Honomichl & Company, P.A.

By:  _____

Bill Brungardt, P.E.

Executive Vice President

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

ATTEST:

Joyce Hagen Mundy, City Clerk

Address for giving notices:

Brungardt Honomichl & Company, P.A.
6363 College Boulevard, Suite 500
Overland Park, Kansas 66211
913-663-1900

APPROVED BY:

Charles E. Wetzler, City Attorney

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
March 3, 2008
7:30 p.m.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC PARTICIPATION
- V. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

- 1. Approve Regular Council Meeting Minutes – February 19, 2008
- 2. Ratify the Mayor's appointment of Dr. Anthony Rostberg to the Prairie Village Tree Board.
- 3. Ratify the Mayor's appointment of Tom Cannon to the Prairie Village Insurance Committee.
- 4. Approve the design agreement with George Butler Associates Inc. for the 2008 Biennial Bridge Inventories in the amount of \$5,000.00.
- 5. Approve the First Amendment to the Prairie Village Tower Lease dated April 20, 1992 between the City of Prairie Village and New Cingular Wireless PCS.

By Committee:

- 6. Approve Engineering Change Order #5 with HNTB Corporation for an increase of \$8,900.00 to Project 190864: 2008 Street Resurfacing Program. (Council Committee of the Whole Minutes – February 19, 2008)
- 7. Adopt Ordinance 2165 amending Chapter 1 of the Prairie Village Municipal Code, 2003, entitled "Administration" by repealing Article 12 entitled "Disposition of Unclaimed Property" and amending Chapter 10, Article 2, entitled "Property in Police Custody." (Council Committee of the Whole Minutes – February 19, 2008)
- 8. Approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2008 Minor Home Rehabilitation Program with funding not to exceed \$6,000 from the 2008 Park, Recreation, and Community Services budget. (Council Committee of the Whole Minutes – February 19, 2008)
- 9. Approve the application for the 2009-2013 County Assistance Roads System (CARS) Program. (Council Committee of the Whole Minutes – February 19, 2008)
- 10. Approve Construction Change Order #1 with John Belger, Construction Company, Inc. for an increase of \$47,120.00 for Project 190855: Tomahawk Road Bridge Replacement and a transfer of \$47,120.00 from Capital Infrastructure Program Street Unallocated to Project 190855. (Council Committee of the Whole Minutes – February 19, 2008)
- 11. Approve the Construction Agreement with Miller Paving and Construction for Project 190719: 2008 Storm Drainage Repair Program in the amount of \$371,635.65. (Council Committee of the Whole Minutes – February 19, 2008)

12. Approve the Construction Contract with O'Donnell & Sons Construction for Project 190863: SME parking lot expansion for \$283,033.35; Project 190864: 2008 Street Resurfacing Program for \$1,631,516.30 and for Project 190868: 2008 CARS Roe Avenue – 91st Street to Somerset Drive for \$313,381.75 for a total contract amount of \$2,227,931.40. (Council Committee of the Whole Minutes – February 19, 2008)
13. Approve the proposed Exterior Residential Grant Program as written. (Council Committee of the Whole Minutes – February 19, 2008)
14. Approve an Interlocal Cooperative Agreement with Johnson County and other Johnson County Cities to form Johnson County Transportation Cooperation Council and direct Mayor Shaffer to appoint two representatives to represent Prairie Village on the Transportation Cooperation Council. (Council Committee of the Whole Minutes – February 19, 2008)
15. Ratify the Mayor's appointment of David Belz as the City's representative to the Transportation Cooperative Council with Bob Pryzby as the alternate.

VI. STAFF REPORTS

VII. COMMITTEE REPORTS

COU2008-23 Consider Fund Transfer to Purchase Additional Road Salt

COU2008-24 Consider Right-of-Way Construction Cost Factor for Right-of-Way Permit

COU2008-27 Consider Construction Administration Agreement for Project 190864: 2008 Paving Program, Project 190868: CARS Program on Roe Avenue and Project 190719: Storm Drainage Repair Program

Park and Recreation Committee Report

Ratification of appointment of Park and Recreation Master Plan Subcommittee

VIII. OLD BUSINESS

IX. NEW BUSINESS

X. ANNOUNCEMENTS

XI. ADJOURNMENT

If any individual requires special accommodations -- for example, qualified interpreter, large print, reader, hearing assistance -- in order to attend the meeting, please notify the City Clerk at 381-6464, Extension 4616, no later than 48 hours prior to the beginning of the meeting.

If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@PVKANSAS.COM

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

March 3, 2008

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
February 19, 2008**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, February 19, 2008, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark, Nancy Wallerstein, Diana Ewy Sharp and David Belz.

Also present were: Quinn Bennion, City Administrator; Charles Wetzler, City Attorney; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer called for a moment of silence in memory of those killed and injured in Kirkwood, Missouri and then led all those present in the Pledge of Allegiance.

PRESENTATION

Chief Wes Jordan introduced Jeff Johnson, Med-act Division Chief for Community Education, to recognize three Prairie Village Police Department members for their life saving actions taken on September 25, 2007. This recognition is given for life saving action taken with the use of AED's. Mr. Johnson noted Prairie Village was the first police department to place AED's in all squad cars. Following Prairie Village's lead all Johnson County law enforcement departments now carry AED's in their police vehicles and became the first county in the nation to do so.

On the morning of September 25th, a woman collapsed outside of the Municipal Building. Officers Seth Meyers, Troy Johnson⁹⁹ and Sgt. Steve Hunter responded to the

call and with the use of an AED were able to restart the individual's heart and provide care until Med-Act personnel arrived on the scene. All three individuals were presented with the "Heart Saver Award" and will have their names engraved on the "Hall of Fame" hung in the Public Safety Center identifying Heart Saver Honorees. Mr. Johnson noted this was the second such award for Sgt. Steve Hunter and the fourth save involving members of the police department.

Mayor Shaffer joined with the Council and those present commending the Officers on their actions.

PUBLIC PARTICIPATION

John Faerber, 4806 West 68th Street, addressed the Council with his concerns regarding the proposed construction of a communication tower at the intersection of 67th & Roe on the property owned by Faith Lutheran Church. He feels this 120' tower will be out of character with the neighborhood and will devalue neighboring properties. He was surprised to learn that the City does not have any zoning regulations against communication towers and feels the City needs to address this issue. Mr. Faerber noted the cities of Leawood, Mission Hills, Westwood and Fairway all have specific zoning regulations addressing communication towers. He asked the City Council to place a moratorium on the construction of any communication towers until zoning regulations can be put in place. Mr. Faerber extended an invitation to attend a neighborhood meeting at their home on February 24th to discuss the proposed tower.

Kate Faerber, 4806 West 68th Street, noted they recently built a new home at this address and had to comply with the city's regulations on building height and felt there should be restrictions placed on communication towers. Mrs. Faerber distributed copies of the zoning regulations on towers referenced by her husband earlier to all council members.

Bob Banker, 4305 West 82nd Street, addressed the Council as a 50 year resident of the City thanking the past and present Council's for their work and diligence to make Prairie Village a wonderful place to live and to address the needs of its residents. Mr. Banker stated he would be leaving the area and will miss Prairie Village greatly.

Lyndall Caldwell, 4009 West 84th Street, addressed the Council with his concerns regarding smoking in the apartment complex where he lives. Mr. Caldwell stated the tenant below his apartment smokes and the smoke travels through the ventilation system into his apartment. He is allergic to smoke and has related medical problems caused by exposure to smoke. Mr. Caldwell would like the City to consider adopting regulations that would require apartments to set aside a percentage of their units to be non-smoking.

Mr. Caldwell also noted problems with black mold in the apartment that, although he has addressed the issue with the apartment management, are being ignored. He noted there are simple steps that can be taken to address this potential health issue, but nothing is being done. Mayor Shaffer advised Mr. Caldwell that City staff will look into his concerns.

Mayor Shaffer acknowledged three boy scouts attending the meeting to earn their Citizenship in the Community and communications badges.

CONSENT AGENDA

Nancy Wallerstein announced that she would recuse herself from voting on item #15 due to a conflict of interest. Andrew Wang moved the approval of the Consent Agenda for Tuesday, February 19, 2008:

1. Approve Regular Council Meeting Minutes – February 4, 2008
2. Approve the purchase of three fuel dispensers from P.B. Hoidale Co. Inc., for \$19,545.20 and the trade-in of the used three fuel dispensers.
3. Approve the purchase of a 2008 Scag Mower with grass catcher for \$11,732.00 from Bledsoe's Rental and the disposal of Asset 1124, 1127, and 1129, by auction.

4. Approve the purchase of a replacement pickup truck from Shawnee Mission Ford for \$22,596.00 and the disposal of Asset #1581 by auction.
5. Approve the purchase of a car wash machine from Kim Supply, Inc., for \$7,897.58 and disposal of Asset #0826 by trade-in.
6. Approve the purchase of a walk behind aerator from Bledsoe's Rental, Inc., for \$2,500.00.
7. Approve the purchase of an 18-foot trailer from Croft Trailer Supply for \$4,845.00 and disposal of Asset #1427 by auction.
8. Approve Construction Change Order #2 with Linaweaver Construction for a time extension until February 29, 2008.
9. Approve the purchase of a replacement spreader attachment from Coleman Equipment for \$685.00 and dispose of Asset #1515 by junk disposal.
10. Adopt Ordinance 2166 amending Chapter 1 of the Prairie Village Municipal Code, 2003; entitled "Administration" by amending Article 2, Section 212 entitled "Code of Ethics" paragraph H "Applicability of Code" and paragraph J "Enforcement of Code".
11. Adopt Ordinance 2164 amending Chapter 1 of the Prairie Village Municipal Code, 2003, entitled "Administration" by repealing the existing Article 8 entitled "Committees" and adopting a new Article 8 entitled "Committees" in its place.
12. Approve the participating membership agreement for the National Joint Powers.
13. Approve revisions to Council Policies 010, 056, 058, 250, and 301 and Personnel Policies 1100, 1125 and 1150 inserting "Council Committee of the Whole" in place of "Policy/Services Committee" and/or "Legislative/Finance Committee."
14. Direct Staff to prepare an amendment to Council Policy 058 entitled "Industrial Revenue Bonds" to allow tax abatements as a possible economic development tool and bring to the Council for review.
15. Approve all three Johnson County Park and Recreation District Contracts as written.
16. Amend Council Policy CP001 entitled "Public Committees" Section 5 "Prairie Village Sister City Committee."

A roll call vote was taken with the following members voting "aye": Herrera, Griffith, Hopkins, Voysey, Kelly, Wang, Wassmer, Daniels, Clark, Wallerstein (except #15), Ewy Sharp and Belz.

STAFF REPORTS

Public Safety - Chief Wes Jordan

- Stated he covered his items in the earlier Council Committee meeting.

Public Works - Bob Pryzby

- The Tomahawk Bridge Project continues to wait for acceptable weather to install the sidewalk and finishing items of the project. He noted the projected forecast does not have a window of opportunity for the work in the near future.
- The City is still having salt delivered and should have enough salt on hand for the remainder of the snow season.

Legal - Charles Wetzler

- Nothing new to report.

Administration - Quinn Bennion

- Dennis Enslinger, Assistant City Administrator, will begin with the City next week.
- There will be a joint bridge opening with Mission Hills upon the completion of the Tomahawk Bridge Project. A tentative date for the event is March 29th.

COMMITTEE REPORTS

Sister City Committee

Michael Kelly encouraged all Council members to attend the Sister City event welcoming the Shawnee Mission East Exchange Students to our community. The event will be held in the Council Chamber on Wednesday, February 27th at 7 p.m. Last year's event was well attended by the students and their host families and is both educational and entertaining.

OLD BUSINESS

There was no Old Business to come before the Council.

NEW BUSINESS

Bill Griffith asked the city attorney for clarification on Council members attending meetings similar to the one mentioned earlier by Mr. Faerber. Mr. Wetzler responded he would prefer Council members not attend such meetings noting the Council will be deciding whether or not the requested Special Use Permit is approved. By attending, the Council member would have information that was not available to all others and therefore, places their vote in jeopardy of being challenged. It is not appropriate to attend.

Quinn Bennion noted Council members want to be responsive to their constituents; however, if you do attend you must state, at the time of the hearing before the Council, what information was gathered at the meeting that influenced your decision.

ANNOUNCEMENTS

Prairie Village Arts Council	02/20/2008	7:00 p.m.
Environment/Recycle Committee	02/27/2008	7:00 p.m.
Villagefest Committee	02/28/2008	7:00 p.m.
Council Committee of the Whole	03/03/2008	6:00 p.m.
City Council	03/03/2008	7:30 p.m.

=====

Mayor Shaffer noted there would be a Northeast Johnson County Chamber luncheon on Thursday, February 21st and asked Council members interested in attending to contact Jeanne.

The Prairie Village Arts Council is pleased to feature an oils exhibit by Mark Glover in the R. G. Endres Gallery for the month of February.

There will be a welcome reception for the 2007-2008 Shawnee Mission East high School International Students on Wednesday, February 27, 2008 at 7:00 p.m. It will be held in the Council Chambers at the City of Prairie Village. Please RSVP to Carole Mosher by February 22, 2008 at 913-381-3108.

The NLC Congressional Conference will be held March 8-12. Council members attending should contact Jeanne to coordinate and make travel arrangements.

The annual large item pick-up has been scheduled with Deffenbaugh for April 19th.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

Executive Session

Andrew Wang moved pursuant to KSA 75-4319(b)(2) and (b) (6) that the Governing Body recess into Executive Session for a period not to exceed twenty minutes for the purpose of discussing security issues. The motion was seconded by Bill Griffith and passed unanimously.

Mayor Shaffer reconvened the Council meeting at 8:30 p.m.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned
at 8:30 p.m.

Joyce Hagen Mundy
City Clerk



ADMINISTRATION DEPARTMENT

Council Meeting Date: March 3, 2008

CONSENT AGENDA: Consider appointment to the Prairie Village Tree Board and the Prairie Village Insurance Committee

RECOMMENDATION

Ratify the Mayor's appointment of Dr. Anthony Rostberg to the Prairie Village Tree Board and Tom Cannon to the Prairie Village Insurance Committee.

BACKGROUND

Mayor Shaffer is pleased to place before you the appointment of Dr. Anthony Rostberg to the Prairie Village Tree Board and Tom Cannon to the Prairie Village Insurance Committee.

ATTACHMENTS

1. Dr. Rostberg's Application
2. Mr. Cannon's Application

PREPARED BY

Jeanne Koontz, Deputy City Clerk
February 27, 2008



City of Prairie Village

APPLICATION TO VOLUNTEER

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

913 381-7755

Name Dr. Anthony Rostberg Spouse's Name Amy

Address 916 E 84th St. Kansas City MO Zip 64131 Ward

Telephone: Home 816 926-0321 Work 913-381-WELL Fax 913-381-9359

E-mail Drrostberg@att.net Other Number(s): _____

Business Affiliation Rostberg Chiropractic + Acupuncture

Business Address 4121 W 83rd St. Prairie Village KS 66208

What Committee(s) interests you? Environment/Recycle, Village Fest, Tree Board

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

Previous Experience as a High School Physics/Chemistry teacher
so I love to help out by teaching/volunteering type roles. Previously
helped out with a disaster relief effort in Minnesota from a tornado.
Experience with insurance/investments due to a Finance degree
Just interested in helping out.

Thank you for your interest in serving our community.

RECEIVED
JUN 12 2007
BY: _____



City of Prairie Village

APPLICATION TO VOLUNTEER

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name TOM CANNON Spouse's Name N/A
Address 9324 CATALINA Zip 66207 Ward _____
Telephone: Home 913 5304247 Work 816-9609158 Fax _____
E-mail _____ Other Number(s): _____
Business Affiliation Lockton Companies LLC
Business Address 44
What Committee(s) interests you? INSURANCE Committee

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

Attached is my resume which details my
INSURANCE EXPERIENCE. A NUMBER OF YEARS
I HAD A FOCUS ON PUBLIC ENTITY CLIENTS
I BELIEVE MY EXPERIENCE COULD BE AN ASSET
TO THIS COMMITTEE

Thank you for your interest in serving our community.

THOMAS C. CANNON

9324 Catalina Street
Prairie Village, KS 66207
thomascannon@aol.com

Office: 816-960-9158
Mobile: 913-530-4247

Summary of Qualifications:

Client driven, results-oriented insurance executive with diverse industry experience in both Regional and National Insurance brokerage companies, including start-up, expansion, and turnaround environments. Comprehensive senior level capabilities in all industry functions, including P&L, risk management sales, marketing, and underwriting. Consistent record of excellence in revenue growth, profit and client retention. Broad industry knowledge and solid risk management technical skills. Recognized for creating a teamwork environment while building and motivating a highly effective staff. Top-level relationship manager with track record of exceeding performance goals. Major account experience includes Texaco, Celanese, Chrysler, Phoenix Home Life, Raytheon, Kentucky Association of Counties, Public Entities in New England, USAir.

PROFESSIONAL EXPERIENCE

Lockton Companies LLC

2002-Present

Vice President/Account Executive-Construction Practice responsible for all lines of insurance, including professional liability, and risk management for Architect & Engineering firms, Street and Road Contractors, and General Building Contractors. Duties include risk identification and analysis, insurance contract and coverage analysis, preparation of specifications for bidding, analysis of risk retention, policy limits and pricing.

MARSH USA INC., Boston, MA

1997 to 2002

Senior Vice President- responsibility for all lines of insurance and risk management for major defense contractor and risk retention programs for association of county government and religious affinity groups.

- Primary contact for client relationship management of key accounts, including middle-market accounts with revenue totaling \$1.5 million.
- Achieved 23% reduction in costs and significantly improved insurance coverage for public entity and religious risk retention programs including writing RFP and negotiating for TPA services.
- Turn around of insolvent risk retention program to \$2.2 million underwriting profit by implementing marketing, underwriting and pricing parameters.
- Public Entity Practice Leader for five state New England operations.
- Developed business and training model for \$1.8 million revenue public entity practice.

AMERICAN PHOENIX CORPORATION, Hartford CT

1994 to 1997

Senior Vice President-responsibility for marketing and servicing of multinational commercial and municipality accounts.

- Negotiated with underwriters all property & casualty, professional liability and specialty coverage's.
- Principal Area of Practice-Public Entities
- Re-marketed property programs and negotiated significant premium reductions of 23% and 18% for USAir and Phoenix Home Life.
- Increased book of revenue 42%.
- "Outstanding Producer" first year.

KALVIN MILLER INTERNATIONAL, New York, NY (acquired by American Phoenix) 1992 to 1994
Executive Vice President-P&L responsibility for property, casualty, and risk management, including development and execution of growth and operational efficiency for \$18 million revenue regional broker.

- Significantly increased revenue while streamlining operations and adding \$1 million to the bottom-line in first year, including 17% profit increase in small account unit.
- Created Quality Control Program with emphasis on client service and developed operational procedures.
- Negotiated Casualty SIR program for major holding company, which included diverse retail operations, resulting in reducing total cost of risk by 18%.
- Account Executive servicing \$675,000 book of revenue

JARDINE INSURANCE BROKERS NEW YORK, INC., New York, NY 1986 to 1992
National Marketing Director

- Cultivated relationships with key home office insurance executives.
- Negotiated the resolution of complex company-wide E&O claims.
- Developed marketing and sales strategies, including new products.

President/CEO-Selected CEO responsible for P&L and integrating the two organizations with combined revenue of \$13 million and staff of 125, and included sales, client service, and marketing activities for personal and commercial lines.

- Achieved average profit of 12 % (1987-1991) and revenue per employee of \$126,000.
- Achieved a 96% retention rate by implementing a quality control program standardizing procedures and enhancing service to clients.
- Account Executive responsibilities for \$ 1.8 million of revenue, including renewal strategies and implementing innovative solutions, including large deductible, SIR, captive, loss portfolio transfer programs.
- Personally produced \$1.5 million new business revenue.

Emett & Chandler New York, Inc., New York, NY (acquired by Jardine) 1979 to 1986
President-Recruited by this California based company to establish a startup office in New York City, which included property, casualty, marine, employee benefits, and risk management services.

- Grew revenues from \$500,000 to \$5.5 million in four years.
- Office achieved profit objectives in 3 years and averaged annual profits of 15%.
- Recruited key staff and initiated new agency accounting system which became the company standard countrywide.
- Account Executive responsibilities for \$1.2 million of revenue, including market negotiations on major accounts: Texaco, Washington Redskins, IMCERA and included captive management and self-insurance initiatives.

Marsh & McLennan, Dallas TX 1976 to 1979
Vice President

Unit Manager and Account Executive responsible for \$2 million property & casualty revenue and staff of 10. Serviced and marketed all P&C lines to clients, which consisted of local and national accounts.

Prior Work Experience

Began career in local Montana insurance agency after attending several insurance company schools for agents. Joined the Aetna Life and Casualty as a trainee in Kansas City and was transferred to Houston as marketing representative. Recruited by Houston regional agency and transferred to New York City to establish a local office to service the Gulf & Western account. Hired staff of 6 to provide services for Aviation, Marine, and International programs for Gulf & Western, including personal lines for key executives. Performed risk management due diligence on G&W acquisition candidates.

Education Undergraduate courses leading to BA in Economics Carroll College, Helena Montana.

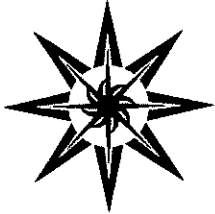
Professional Development

- American Management Association, Presidents Course-New York
 - Jardine Insurance Brokers- Leadership Training School-London
 - Marsh- Leadership School; Alternative Financing School
 - CRIS-Construction Risk Insurance Specialist
 - CIC-Certified Insurance Counselor
- RMPE (Risk Management Public Entity) currently enrolled in this program

Professional Affiliations

- National Association of Insurance Brokers-Board Member (1984-1992)
- NAIB Workers Compensation Reform Committee, Chairman (1991)

Military United States Marine Corp- Corporal (E-4) Honorable Discharge
Hawk Missile Specialist; National Reserve Rifle Team



PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 3, 2008

CONSENT AGENDA: CONSIDER AGREEMENT FOR 2008 BIENNIAL BRIDGE INVENTORIES

RECOMMENDATION

Move to approve the design agreement with George Butler Associates, Inc. for the 2008 Biennial Bridge Inventories in the amount of \$5,000.00.

BACKGROUND

The Federal Highway Administration (FHWA) requires a biennial inspection of the nation's vehicular bridges to update the National Bridge Inventory System (NBIS). The City of Prairie Village has 7 vehicular bridges (one of which is shared with Overland Park and one shared with Mission Hills) and 11 pedestrian bridges. The City of Prairie Village has historically included the pedestrian bridges as part of the inspection program.

According to Council Policy CP016: "Selection of Professional Architect/Engineer Consulting", Where fees will not exceed \$5,000 a consultant may be contracted by the department manager after considering firms on the roster who are best qualified at a reasonable written fee. George Butler Associates recently performed the inspection on the Tomahawk Bridge and has been selected by the Council Committee to perform the design of the Mission Lane Bridge Replacement (which still needs Council approval). They were selected for this project due their good experience in both bridge design and inspection.

FUNDING SOURCE

Funding is available in the 2008 Public Works Operating Budget.

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Design Agreement with GBA
2. Scope of Services

PREPARED BY

S Robert Pryzby, Director of Public Works
February 27, 2008

AGREEMENT FOR PROFESSIONAL ENGINEER

For

2008 BIENNIAL BRIDGE INVENTORIES

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and George Butler Associates, Inc., a corporation with offices at One Renner Ridge, 9801 Renner Boulevard, Lenexa, KS 66219, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the 2008 Biennial Bridge Inventories, hereinafter called the “Project”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

1. CITY RESPONSIBILITIES

- 1.1. The City has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. Proposed list of bridges:

Vehicular Bridges:

- 1.6.1. Mission Lane over Brush Creek (S-01)
- 1.6.2. Mission Road over Brush Creek (S-02)

- 1.6.3. 71st Street over Brush Creek (S-03)
- 1.6.4. Roe Avenue over Brush Creek (S-04)
- 1.6.5. Tomahawk Road over Brush Creek (S-05)
- 1.6.6. 75th Street/Nall Avenue over Brush Creek (S-06)
- 1.6.7. 95th Street South of Meadow Lake Golf Course (S-07) (To Be Done by Overland Park)

Pedestrian Bridges:

- 1.6.7 77th Street and Colonial Drive (P-01)
- 1.6.8 Tomahawk Road and Ash (P-02)
- 1.6.9 72nd Terrace and Tomahawk Road (P-03)
- 1.6.10 73rd Street and Cherokee Drive (P-04)
- 1.6.11 67th Street West of Mission Road (P-05)
- 1.6.12 71st Street and Mission Road (P-06)
- 1.6.13 North of Prairie School (P-07)
- 1.6.14 West of Roe Avenue Bridge over Brush Creek (P-08)
- 1.6.15 Windsor Park East (P-09)
- 1.6.16 Windsor Park Middle (P-10)
- 1.6.17 Windsor Park West (P-11)

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1 Consultant will prepare Structure Inventory and Appraisals (SIA) for six bridges (greater than 20 feet in length) as required by KDOT. Also included is the visual inspection of eleven pedestrian bridges. No SIA sheets will be completed for pedestrian bridges, however the same inspection forms will be used.

More specifically, the Consultant shall perform the following services pertaining to the Project:

- 3.2 Make field surveys to visually assess the existing conditions of the six bridges and eleven pedestrian bridges, prepare SIA for the six vehicular bridges, and submit such SIA's to City and KDOT. Color photos shall be taken of all brides, including areas needing repair. The PONTIS software will be used as required. Problem areas will be identified and analyzed, corrective measures will be recommended, and cost estimate prepared.
- 3.3. Perform Type I and Type II substructure inspections as defined below by KDOT (i.e.-structures that are accessible by wading without too strong of a current).

Type I - Structures that are currently dry or in shallow and clear water such that visual observation is possible.

Type II - Structures with substructure elements that are not visible from above the surface of the water and the water depth at the time of the inspections is generally four (4) feet at time of observation and substructure elements are accessible by wading. If the depth of the water at the time of the observation is greater than four (4) feet or the stream current is too strong for wading, then the observation would be re-identified as a Type III assessment.

Type III - Substructures that at the time of observation are in water greater than four (4) feet deep or are inaccessible by wading because of swift current. These structures should be observed by boat with necessary equipment to profile the channel bottom and possibly detect previous scour. Diving (Type IV assessments) may be required for some Type III classified bridges.

Type IV - Structures that are inundated by water year around and require a diver to gain access to substructure elements.

3.4. Note: All underwater observations identified as Type I or Type II shall be completed by the ENGINEER under the contract. Remaining underwater observations identified as Type III or Type IV shall not be observed under this contract, but shall be noted on the bridge observation reports.

3.5 Deliverables will be:

3.5.1 One draft copy for review and comment by the City of Prairie Village.

3.5.2 Four final color copies with tabs for each bridge.

3.5.3 Four CD-ROM discs containing the PONTIS data and report text.

EXCLUDED SERVICES

3.6 Consultant will not provide any new structural load rating calculations on the bridges. The AASHTO Manual allows an engineer to update a load rating evaluation strictly from a physical observation.

3.7 The load rating for the Tomahawk Road Bridge will be provided by Black and Veatch.

3.8 Consultant will not perform Type III or Type IV underwater inspections, but shall note any structures needing such inspections on the bridge observation reports.

4. TIME SCHEDULE

4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress.

4.2. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

4.3. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials,

accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

- 4.4. Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Completion Date: June 1, 2008

COMPENSATION

- 4.6. The City agrees to pay the Consultant as maximum compensation for the scope of services the following fees:
Total Fee: \$5000.00
- 4.7. The compensation will detail the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 4.8. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 4.9. Consultant will submit a final invoice at the completion and acceptance of the project.. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 4.10. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

5. GENERAL PROVISIONS

- 5.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 5.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 5.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such

documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.3 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

6.4.4 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

6.5 Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.6 Controlling Law: This Agreement is to be governed by the laws of the State of Kansas.

6.7 Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

6.8 Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.9 Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.10 Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By: _____

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208
Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

GBA, Inc.

By _____

Timothy J. Ross, P.E.

Address for giving notices:

GBA, Inc.
One Renner Ridge
9801 Renner Boulevard
Lenexa, Kansas 66219-9745
Telephone: 913-492-0400

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney



CITY CLERK DEPARTMENT

Council Committee Meeting Date:
Council Meeting Date: March 3, 2008
Consent Agenda

Consider approval of amendment to the Prairie Village tower lease with Cingular Wireless

SUGGESTED MOTION:

The City Council approve the First Amendment to the Prairie Village Tower Lease dated April 20, 1992 between the City of Prairie Village and New Cingular Wireless PCS

BACKGROUND

On December 2, 2006, the Prairie Village Planning Commission recommended approval of the Special Use Permit for communication antenna & related equipment at 7700 Mission Road for Cingular Wireless. The City Council directed the City Attorney to review and renegotiate the lease agreement initiated in 1992 for space on the tower. After several months of negotiation with Cingular Wireless the city attorney negotiated the attached amendment to the lease agreement. The new agreement increases the monthly rent from \$200 per month to \$400 per month for the next five years with subsequent increases each five-year period. The terms of the initial agreement remain unchanged.

FUNDING SOURCE

No funding appropriations are required to implement this agreement

ATTACHMENTS

Recommended Amendment to Agreement

PREPARED BY

Joyce Hagen Mundy

City Clerk

Date: February 27, 2008

**FIRST AMENDMENT TO
PRAIRIE VILLAGE TOWER LEASE**

THIS FIRST AMENDMENT TO PRAIRIE VILLAGE TOWER LEASE (“**Amendment**”) is made and entered into as of the ____ day of February, 2008, by and between the City of Prairie Village, Kansas (“**City**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Kansas City SMSA Limited Partnership (collectively hereinafter “**Tenant**”) (City and Tenant sometimes collectively referred to as “parties”).

RECITALS

A. Tenant and City entered into that certain Prairie Village Tower Lease dated April 20, 1992 (the “**Tower Lease**”) pursuant to which the City is leasing to Tenant the communication tower located at 7700 Mission Road, in the City of Prairie Village, Johnson County, Kansas, and more particularly described in the Tower Lease.

B. The parties desire to amend certain terms of the Tower Lease as set forth below.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and in exchange for good, valuable and sufficient consideration received, agree as follows:

1. **Capitalized Terms.** All terms defined in the Tower Lease and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Tower Lease.

2. **Initial Term.** The parties agree that the Commencement Date of the Tower Lease is May 1, 1992 and the Initial Term of the Tower Lease shall expire on April 30, 2017.

3. **Rental For Initial Term.** Effective October 1, 2007, for the remainder of the Initial Term, Tenant shall pay to City, at Prairie Village City Hall, the following rent:

Period	Monthly Rent
60 months commencing October 1, 2007 ending September 30, 2012	\$400.00
55 months commencing October 1, 2012 and ending April 30, 2017	\$440.00

4. **Rental For Renewal Term:** If Tenant exercises its renewal option, monthly rent during the Additional Term shall be as follows:

Period	Monthly Rent
5 months commencing May 1, 2017 and ending September 30, 2017	\$440.00
60 months commencing October 1, 2017 ending September 30, 2022	\$484.00
60 months commencing October 1, 2022 and ending September 30, 2027	\$532.40
60 months commencing October 1, 2027 and ending September 30, 2032	\$585.64
60 months commencing October 1, 2032 and ending September 30, 2037	\$644.20
55 months commencing October 1, 2037 and ending April 30, 2042	\$708.62

5. **Airtime.** Section 4(c) of the Tower Lease relating to free airtime is hereby deleted in its entirety.

6. **Effect of Amendment.** As amended hereby, the Tower Lease continues in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the remaining terms of the Tower Lease, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective signatures as of the day and date first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
 Ronald L. Shaffer, Mayor

ATTEST:

 Joyce Hagen Mundy
 City Clerk

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
 a Delaware limited liability company

By: _____
 Name: _____
 Title: _____

Approved by:

 City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 19, 2008
Council Meeting Date: March 3, 2008

COU2007-27 CONSIDER PROJECT 190864: 2008 STREET RESURFACING PROGRAM ENGINEERING CHANGE ORDER #5

RECOMMENDATION

Staff recommends the City Council approves Engineering Change Order #5 with HNTB Corporation for an increase of \$8,900.00 to Project 190864: 2008 Street Resurfacing Program.

BACKGROUND

Public Works received a telephone call from a resident located at 5510 W. 75th Terrace which is located on a cul-de-sac adjacent to Brush Creek. The resident requested that we look at a large ponding of water in front of his house. We inspected this location in the field and there is a large amount of water which stands in front of the driveway. Since project 190864 already includes work on Colonial Drive - 75th Street to Lamar Avenue and 75th Terrace - 75th Street to Colonial Drive, it would be prudent to address this problem.

A requested design fee, obtained from HNTB, amounts to \$8,900.00.

FUNDING SOURCE

Funds are available in the Capital Infrastructure Program under project 190864 - 2008 Street Resurfacing Program.

RELATED TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CC1b. Evaluate street cleaning and sanitation practices to identify potential gaps in service provision. Offer supplementary services as necessary to keep streets clean.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

ATTACHMENTS

1. Engineering Change Order #5 from HNTB.

PREPARED BY

S Robert Pryzby, Director of Public Works

February 6, 2008



POLICE DEPARTMENT

Council Committee Meeting Date: February 19, 2008
Council Meeting Date: March 3, 2008

COU2008-18 Consider Amending City Ordinance On Unclaimed Property

RECOMMENDATION

Staff recommends the City Council amend existing ordinances that establishes procedures for the disposal of unclaimed property in police custody.

SUGGESTED MOTION

City Council adopt Ordinance 2165 amending Chapter 1 of the Prairie Village Municipal Code entitled "Administration" by repealing Article 12 entitled "Disposition of Unclaimed Property" and amending Chapter 10, Article 2, entitled "Property in Police Custody" Amend Ordinances as requested.

BACKGROUND

State statutes allow the City to dispose of unclaimed property after the property has been held for a minimum period of six months. There are two separate ordinances that address the procedures for the disposal of unclaimed property and property in police custody. Both ordinances are redundant in the procedures and conflict when addressing the time which property must be held. The attached amended ordinance combines current ordinances to meet statutory requirements and establish current procedures for the disposal of unclaimed property in police custody.

ATTACHMENTS

Article 2 Mark-up
Article 12 Mark-up
Proposed Ordinance 2165

Wes Jordan
Chief of Police
Date: February 13, 2008



ADMINISTRATION DEPARTMENT

Council Committee Meeting Date: February 19, 2008

COU2008-20: Consider 2008 Minor Home Rehabilitation Program

RECOMMENDATION

Recommend City Council approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2008 Minor Home Rehabilitation Program in the amount of \$6,000 with funding from the 2008 Park, Recreation, and Community Services budget.

Council Action Requested: March 3, 2008

BACKGROUND

For many years the City has participated in Johnson County's Minor Home Rehabilitation Program. Through this program, Prairie Village residents with low to moderate incomes can receive assistance with home repairs, accessibility improvements, and to correct certain code violations. City funds are matched with County CDBG funds to finance repairs under this program.

In order for Prairie Village residents to participate in this program, the City Council must enter into a Letter of Understanding with the County to allow the County to administer the program.

The attached Letter of Understanding and Program Policies provide detailed information about the program.

The 2008 Letter of Understanding is similar to an agreement approved by the City Council last year.

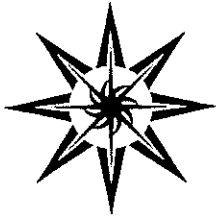
During 2007, the program provided \$6,000 in assistance to Prairie Village residents.

FUNDING SOURCE

All funding comes from the Park, Recreation, and Community Services budget.

PREPARED BY

Chris Engel
Assistant to the City Administrator
Date: 2/28/08



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2008-15 CONSIDER 2009-2013 CARS APPLICATION

RECOMMENDATION

Staff recommends the City Council approve the application for the 2009-2013 County Assistance Roads System program.

BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2009-2013. The Public Works Department compiled the list based on the pavement condition. The work will include where necessary full depth pavement repair, curb and gutter replacement, sidewalk repair, and milling/overlaying the pavement.

Program Year	Street Segment	Limits	Total Estimated Construction Cost	Prairie Village Village Cost
2009	Roe Avenue	Somerset Drive to 83 rd Street	\$525,000	\$262,500
2009	83 rd Street	Roe Ave. to Somerset Drive	\$262,000	\$131,000
2009	Roe Avenue	North City Limit to 63 rd St.	\$76,000	\$38,000
		Total	\$863,000	\$431,500
2010	Lamar Avenue	75th Street to 79 th Street	\$486,000	\$243,000
2010	83rd Street	Nall Avenue to Roe Avenue	\$495,000	\$247,500
		Total	\$981,000	\$490,500
2011	Nall Avenue	75th Street to 79 th Street	\$569,000	\$284,500
2011	Somerset Drive	83rd Street to Delmar Street	\$380,000	\$190,000
		Total	\$949,000	\$474,500
2012	Somerset Drive	Roe Avenue to Nall Avenue	\$935,000	\$467,500
		Total	\$935,000	\$467,500
2013	Somerset Drive	83rd Street to Mission Road	\$480,000	\$240,000
2013	83rd Street	Mission Rd to Somerset Dr	\$504,000	\$252,000
		Total	\$984,000	\$492,000

It should be noted that the City submits an application annually and can revise future year requests. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

FUNDING SOURCE

No funds are required at this time.

RELATION TO VILLAGE VISION

CC1. Attractive Environment

CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.

CFS3. Streets and Sidewalks

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1. Bike and Pedestrian Friendly

TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.

TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.

PUBLIC NOTICE

None required.

ATTACHMENTS

1. Application to CARS

PREPARED BY

S Robert Pryzby, Director of Public Works

February 12, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2008-12 CONSIDER PROJECT 190855: TOMAHAWK ROAD BRIDGE REPLACEMENT CONSTRUCTION CHANGE ORDER #1

RECOMMENDATION

Staff recommends the City Council approves Construction Change Order #1 with John Belger Construction Company, Inc. for an increase of \$47,120.00 to project 190855: Tomahawk Road Bridge Replacement, and a transfer of \$47,000.00 from Capital Infrastructure Program Street Unallocated to Project 190855.

BACKGROUND

As Council is aware, existing pavement adjacent to the bridge on Mission Road was failing and needed to be replaced. This work is independent of the joint bridge project with Mission Hills and therefore it is the sole responsibility of Prairie Village to reimburse the Contractor for this work. Part of this work included the replacement of a sanitary sewer manhole in the failed roadway. The cost of this work is \$4,273.00 and will be billed to Johnson County Wastewater. Also, WaterOne previously excavated some pavement in this area and will be billed \$9,479.00 for repairs. Inspection services were performed by George Butler Associates at a cost of \$2,967.00. This amount is included in the total of \$47,120.00. The net additional cost to the City is \$33,368.00.

FUNDING SOURCE

Funds are available in the Capital Infrastructure Program under project 190855 - Tomahawk Bridge Replacement after a transfer of \$47,000.00 from Capital Infrastructure Program Streets Unallocated.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Provide interconnected bike routes, lanes and paths to facilitate safe bicycle travel throughout the Village.*
- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Construction Invoice from John Belger Construction Company, Inc..

PREPARED BY

S Robert Pryzby, Director of Public Works

February 1, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2007-33 CONSIDER PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM CONSTRUCTION AGREEMENT

RECOMMENDATION

Move to approve the construction agreement with Miller Paving and Construction for Project 190719: 2008 Storm Drainage Repair Program for \$371,635.65.

BACKGROUND

On February 1, 2008, the City Clerk opened bids for Project 190719: 2008 Storm Drainage Repair Program. The 2008 Storm Drainage Repair Program consists of miscellaneous drainage improvements throughout the City. Eleven bids were received:

Miller Paving and Construction	\$371,635.65
Redford Construction	\$379,070.00
D. F. Freeman Contractors, Inc.	\$397,593.30
Linaweaver Construction	\$425,258.00
J.M Fahey Construction	\$440,000.00
Mega Industries	\$446,262.00
Bazin Excavating	\$454,334.10
Pyramid Excavating and Construction	\$469,583.00
Wiedenmann & Godfrey	\$478,000.00
Radmacher Brothers Excavating	\$487,011.80
Dennis Johnson Construction, Inc.	\$607,808.00
Engineer's Estimate	\$524,214.00

The Engineer has reviewed all bids and one error was found. On one of the items Pyramid Excavating and Construction appears to have mistakenly entered a lump sum price rather than a unit cost that was required. This error has no effect on the low bidder.

FUNDING SOURCE

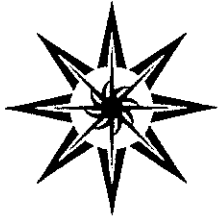
Funds are available in the Capital Infrastructure Program under project 190719 - 2008 Storm Drainage Repair Program.

RELATED TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

ATTACHMENTS

1. Construction Agreement with Miller Paving and Construction.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2008-16 CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 190864: 2008 STREET RESURFACING PROGRAM, PROJECT 190868: ROE AVENUE - 91ST STREET TO SOMERSET DRIVE CARS, AND PROJECT 190863: SME HIGH SCHOOL PARKING LOT EXPANSION

RECOMMENDATION

Move to approve the construction contract with O'Donnell & Sons Construction for Project 190863: SME Parking Lot Expansion for \$283,033.35, Project 190864: 2008 Street Resurfacing Program for \$1,631,516.30 and for 190868: Roe Avenue -91st Street to Somerset Drive for \$313,381.75 for a total of contract of \$2,227,931.40.

BACKGROUND

Project 190864, 2008 Street Resurfacing Program includes work on:

- Colonial Drive - Lamar Avenue to 75th Street
- 75th Terrace - 75th Street to Colonial Drive
- 80th Street - Nall Avenue to Rosewood Drive
- Delmar Street - 67th Street to 69th Street
- Hodges Drive - 63rd Street to 67th Street
- Mission Road - 75th Street to Somerset Drive (replacement of failing concrete pavement)
- SME High School Parking Lot Expansion

On February 1, 2008, the City Clerk opened bids for Project 190864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91st Street to Somerset Drive CARS and Project 190863: SME High School Parking Lot Expansion. Six bids were received:

O'Donnell & Sons Construction	\$2,227,931.40
Miller Paving and Construction	\$2,423,867.45
Emery Sapp & Sons	\$2,452,184.10
J.M. Fahey Construction	\$2,550,895.16
D. F. Freeman Construction	\$2,904,006.20
Mega Industries	\$2,986,108.86

	<u>Engineer's Estimate</u>	<u>Low Bidder</u>
2008 Streets	\$2,144,045.00	\$1,631,516.30
Roe Ave	\$ 428,389.00	\$ 313,381.75
SME High	<u>\$ 301,022.00</u>	<u>\$ 283,033.35</u>
TOTAL	\$2,873,456.00	\$2,227,931.40

The Engineer has reviewed all bids and no errors were found.

The low bid for Project 190864: 2008 Street Resurfacing Program is \$1,631,516.30. This project is not eligible for CARS funding. The budget estimate for construction only is \$1,920,000.

The low bid for Project 190863: SME High School Parking expansion is \$283,033.35. The budget estimate for construction only is \$308,000. As per the Interlocal Agreement with the Shawnee Mission School District, the City will pay 31% or \$87,740.34 and the school district will pay 69% or \$195,293.01.

The low bid for Project 190868: Roe Avenue - 91st Street to Somerset Drive is \$313,381.75. The budget estimate for construction only is \$722,000.00. The County share is \$156,690.88 and the City share is \$156,690.87.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program. Project 190863: SME Parking Lot Expansion in the amount of \$360,000.000, Project 190864: 2008 Street Resurfacing Program in the amount of \$1,920,000.00, and Project 190868: Roe Avenue - 91st Street to Somerset Drive in the amount of \$313,381.75. A fund transfer will be requested at a later date for Project 190863: SME Parking Lot expansion from the Economic Development Fund to the Capital Infrastructure Program.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Construction Agreement with O'Donnell & Sons Construction.

PREPARED BY

S Robert Pryzby, Director of Public Works

February 6, 2008



ADMINISTRATION DEPARTMENT

Council Committee Meeting Date: February 19, 2008

COU2008-17: Consider Exterior Improvement Grant Program

RECOMMENDATION

Staff recommends approval of the Exterior Grant Program as written.

COUNCIL ACTION REQUESTED ON: March 3, 2008

BACKGROUND

At the December 3, 2007 City Council meeting, staff was directed to do further research into the feasibility and logistics of an exterior grant program for Prairie Village. The attached memo represents the result of that research and presents a proposed program that staff believes to be workable.

FUNDING SOURCE

The program would be funded \$37,500 from the Economic Development Fund. In addition, a \$35 application fee would offset some of the personnel costs for items that do not require a permit fee. If all of these funds are expended the City can anticipate a minimum private investment of \$150,000 in the City's housing stock.

RELATION TO VILLAGE VISION

A key component of Village Vision is addressing the City's aging housing stock. One of the suggestions to remedy this is to create a financial incentive. A grant is one such incentive.

ATTACHMENTS

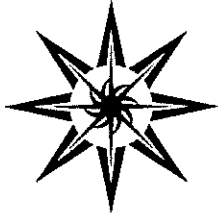
Grant memo, sample application, Village Vision map, proposed improvement zone map and sample program flyer.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 2/12/2008



CITY CLERK DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2008-19 Consider Interlocal Cooperation Agreement to form a Johnson County Transportation Cooperation Council.

SUGGESTED MOTION:

The City Council approve an Interlocal Cooperation Agreement with Johnson County and other Johnson County cities to form a Johnson County Transportation Cooperation Council and direct Mayor Shaffer to appoint two representative to represent Prairie Village on the Transportation Cooperation Council.

BACKGROUND

On April 2, 2007, the City Council adopted Resolution 2007-02 supporting the formation of a transportation cooperation council to provide a structure for further discussions, planning and action in conjunction with other communities of Johnson County relating to transportation issues. This Council/Task Force has been meeting over the past several months and prepared a draft of the Transportation Cooperation Council Charter which is attached.

The approval of the Interlocal Cooperation Agreement basically codifies the TCC Charter into the appropriate form for consideration by the participating municipalities. When six cities (with at least one from each class) have adopted the Interlocal Cooperation Agreement, the Transportation Cooperation Charter will be officially constituted. Therefore, cities are encouraged to at the time of approval to also move forward with authorizing the appointment of the primary and alternate representative to the Transportation Cooperation Charter.

FUNDING SOURCE

No funding appropriations are required to implement this agreement

RELATED TO VILLAGE VISION

- LG2 Build on intermunicipal cooperative activities, agreements, and planning initiatives*
- TR2a Participate in region-wide initiatives to assess and implement public transit improvements*

ATTACHMENTS

Transportation Cooperation Council Charter
Proposed Interlocal Cooperation Agreement

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: February 14, 2008

COUNCIL COMMITTEE OF THE WHOLE
February 19, 2008

The Council Committee of the Whole met on Tuesday, February 19, 2008 at 6:00 p.m. The meeting was called to order by Council President Andrew Wang with the following members present: Mayor Shaffer, Al Herrera, Ruth Hopkins, David Voysey, Michael Kelly, Laura Wassmer, Pat Daniels, Charles Clark, Nancy Wallerstein, Diana Ewy Sharp and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, City Clerk.

Andrew Wang announced that item #3 on the Consent Agenda would be removed and discussed separately. David Belz moved the approval of the Consent Agenda for Tuesday, February 19, 2008 as amended:

- Approve Engineering Change Order #5 with HNTB Corporation for an increase of \$8,900.00 to Project 190864: 2008 Street Resurfacing Program
- Adopted Ordinance 2165 amending Chapter 1 of the Prairie Village Municipal Code, 2003, entitled "Administration" by repealing Article 12 entitled "Disposition of Unclaimed Property" and amending Chapter 10, Article 2, entitled "Property in Police Custody".

COUNCIL ACTION REQUIRED
CONSENT AGENDA

The motion was voted on and passed unanimously.

COU2008-20 Consider 2008 Minor Home Repair Program

Quinn Bennion noted there are a number of county assistance programs including a Home Repair Program and a Minor Home Repair Program. The City has participated in the Minor Home Repair Program for the past several years. The 2008 budget includes \$6,000 for this program. Through this program, residents with low to moderate income can receive assistance with home repairs, accessibility improvements and to correct certain code violations. City funds are matched with County CDBG funds to finance repairs under this program. The Home Repair Program is funded through the Prairie Village Municipal Foundation based on annual appropriations and approvals.

Ruth Hopkins made the following motion, which was seconded by David Belz and passed unanimously:

Approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2008 Minor Home Rehabilitation Program with funding not to exceed \$6,000 from the Community Programs budget.

COUNCIL ACTION REQUIRED
CONSENT AGENDA

COU2008-15 Consider 2009-2013 CARS Application

Bob Pryzby stated in order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The Public Works Department compiles the list based on the pavement condition. The work will include where necessary full depth pavement repair, curb and gutter replacement, sidewalk repair and milling/overlaying the pavement.

Mr. Pryzby noted the City submits an application annually and can revise future year's requests. The costs include construction and construction administration. Design costs are not included as the CARS program does not fund design. The program submitted does not include any work on 75th Street. This work can be added in subsequent years as the 75th Street Corridor Program develops.

The proposed 2009 program includes the following:

	<u>Total Cost</u>	<u>PV Cost</u>
Roe Avenue - Somerset Drive to 83 rd Street	\$525,000	\$262,500
83 rd Street - Roe Avenue to Somerset Drive	\$262,000	\$131,000
Roe Avenue - North City limit to 63 rd Street	<u>\$ 76,000</u>	<u>\$ 38,000</u>
	\$863,000	\$431,500

The proposed 2010 program includes the following:

Lamar Avenue - 75 th to 79 th Street	\$486,000	\$243,000
83 rd Street - Nall Avenue to Roe Avenue	<u>\$495,000</u>	<u>\$247,500</u>
	\$981,000	\$490,500

The proposed 2011 program includes the following:

Nall Avenue - 75 th Street to 79 th Street	\$569,000	\$284,500
Somerset Drive - 83 rd Street to Delmar St.	<u>\$380,000</u>	<u>\$190,000</u>
	\$949,000	\$474,500

The proposed 2012 program includes the following:

Somerset Drive - Roe Avenue to Nall Avenue	\$935,000	\$467,500
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The proposed 2013 program includes the following:

Somerset Drive - 83 rd Street to Mission Road	\$480,000	\$240,000
83 rd Street - Mission Road to Somerset Drive	<u>\$504,000</u>	<u>\$252,000</u>
	\$984,000	\$492,000

Diana Ewy Sharp made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

**RECOMMEND THE CITY APPROVE THE APPLICATION FOR THE
2009-2013 COUNTY ASSISTANCE ROADS SYSTEM (CARS) PROGRAM
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2008-12 Consider Project 190855: Tomahawk Bridge Replacement

Bob Pryzby noted the existing pavement adjacent to the bridge on Mission Road was failing and needed to be replaced. This work is independent of the joint bridge project with Mission

Hills and therefore it is the sole responsibility of Prairie Village to reimburse the Contractor for this work. Part of this work included the replacement of a sanitary sewer manhole in the failed roadway. The cost of this work (\$4,273.00) will be billed to Johnson County Wastewater. Also, WaterOne previously excavated some pavement in this area and will be billed \$9,479.00 for repairs. Inspection services were performed by George Butler Associates at a cost of \$2,967.00. This amount is included in the total of \$47,120.00. The net additional cost to the City is \$33,368.00.

Mr. Pryzby stated funds are available in the Capital Infrastructure Program under project 190855 - Tomahawk Bridge Replacement after a transfer of \$47,000.00 from Capital Infrastructure Program Streets Unallocated.

The pipe is all in the ground and the contractor is waiting for appropriate weather to complete the remaining concrete work.

Pat Daniels expressed his disappointment with the progress of this project and the negative impact it has had on the Prairie Village Shopping Center businesses. He hopes future projects can be handled more efficiently. Bob Pryzby responded the size of this project and the number of service locations to be dealt with made the project more difficult.

David Belz confirmed when the costs being billed to other agencies are paid they will be returned to the Capital Infrastructure Program.

Diana Ewy Sharp made the following motion, which was seconded by David Belz and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE CONSTRUCTION CHANGE ORDER #1 WITH JOHN BELGER, CONSTRUCTION COMPANY, INC. FOR AN INCREASE OF \$47,120.00 FOR PROJECT 190855: TOMAHAWK ROAD BRIDGE REPLACEMENT AND A TRANSFER OF \$47,120.00 FROM CAPITAL INFRASTRUCTURE PROGRAM STREET UNALLOCATED TO PROJECT 190855.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program

Bob Pryzby was pleased to report the City received several bids for this project with the bids being very competitive. On February 1, 2008, the City Clerk opened bids for Project 190719: 2008 Storm Drainage Repair Program. The 2008 Storm Drainage Repair Program consists of miscellaneous drainage improvements throughout the City. Eleven bids were received:

Miller Paving and Construction	\$371,635.65
Redford Construction	\$379,070.00
D. F. Freeman Contractors, Inc.	\$397,593.30
Linaweaver Construction	\$425,258.00
J.M Fahey Construction	\$440,000.00
Mega Industries	\$446,262.00

Bazin Excavating	\$454,334.10
Pyramid Excavating and Construction	\$469,583.00
Wiedenmann & Godfrey	\$478,000.00
Radmacher Brothers Excavating	\$487,011.80
Dennis Johnson Construction, Inc.	\$607,808.00
Engineer's Estimate	\$524,214.00

The Engineer has reviewed all bids and one error was found. On one of the items Pyramid Excavating and Construction appears to have mistakenly entered a lump sum price rather than a unit cost that was required. This error has no effect on the low bidder.

Funds are available in the Capital Infrastructure Program under project 190719 - 2008 Storm Drainage Repair Program.

Nancy Wallerstein asked if the City had worked with Miller Paving previously. Mr. Pryzby responded they had and did not have any problems but have been advised of potential problems other cities had experienced and will keep on top of the work for this project.

David Belz made the following motion, which was seconded by Diana Ewy Sharp and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE THE CONSTRUCTION AGREEMENT WITH MILLER PAVING AND CONSTRUCTION FOR PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM IN THE AMOUNT OF \$371,635.65

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2008-16 Consider Construction Contract for Project 190000864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91st Street to Somerset Drive (CARS) and Project 190863: SME High School Parking Lot expansion.

Bob Pryzby stated the past few years, the City has chosen to bid street related construction projects together getting higher volumes of similar work resulting in lower bids. Project 190864, 2008 Street Resurfacing Program includes work on the following streets: Colonial Drive - Lamar Avenue to 75th Street; 75th Terrace - 75th Street to Colonial Drive; 80th Street - Nall Avenue to Rosewood Drive; Delmar Street - 67th Street to 69th Street; Hodges Drive - 63rd Street to 67th Street; Mission Road - 75th Street to Somerset Drive (replacement of failing concrete pavement). Project 190868: Roe Avenue - 91st Street to Somerset Drive is the City's CARS Project and Project 190863: is the SME High School Parking Lot Expansion

Again, the bids received were competitive and within the budgeted funds. Mr. Pryzby reported the cost for the Shawnee Mission East parking lot was less than he had anticipated.

On February 1, 2008, the City Clerk opened bids for Project 190864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91st Street to Somerset Drive CARS and Project

190863: SME High School Parking Lot Expansion. Six bids were received:

O'Donnell & Sons Construction	\$2,227,931.40
Miller Paving and Construction	\$2,423,867.45
Emery Sapp & Sons	\$2,452,184.10
J.M. Fahey Construction	\$2,550,895.16
D. F. Freeman Construction	\$2,904,006.20
Mega Industries	\$2,986,108.86

	<u>Engineer's Estimate</u>	<u>Low Bidder</u>
2008 Streets	\$2,144,045.00	\$1,631,516.30
Roe Ave	\$ 428,389.00	\$ 313,381.75
SME High	\$ 301,022.00	\$ 283,033.35
TOTAL	\$2,873,456.00	\$2,227,931.40

The Engineer has reviewed all bids and no errors were found. The low bid for Project 190864: 2008 Street Resurfacing Program is \$1,631,516.30. This project is not eligible for CARS funding. The budget estimate for construction only is \$1,920,000.

The low bid for Project 190863: SME High School Parking expansion is \$283,033.35. The budget estimate for construction only is \$308,000. As per the Interlocal Agreement with the Shawnee Mission School District, the City will pay 31% or \$87,740.34 and the school district will pay 69% or \$195,293.01.

The low bid for Project 190868: Roe Avenue - 91st Street to Somerset Drive is \$313,381.75. The budget estimate for construction only is \$722,000.00. The County share is \$156,690.88 and the City share is \$156,690.87.

Mr. Pryzby stated funding is available under the Capital Infrastructure Program. Project 190863: SME Parking Lot Expansion in the amount of \$360,000.000, Project 190864: 2008 Street Resurfacing Program in the amount of \$1,920,000.00, and Project 190868: Roe Avenue - 91st Street to Somerset Drive in the amount of \$313,381.75. A fund transfer will be requested at a later date for Project 190863: SME Parking Lot expansion from the Economic Development Fund to the Capital Infrastructure Program.

David Belz confirmed repair of the concrete pavers is included in the project. Laura Wassmer asked for the projected start and completion date. Mr. Pryzby responded the entire project will begin in April with the school parking lot beginning immediately after the close of school and completed prior to the new school year opening in the fall.

David Belz made the following motion, which was seconded by Charles Clark and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE THE CONSTRUCTION CONTRACT WITH O'DONNELL & SONS CONSTRUCTION FOR PROJECT 190863: SME PARKING LOT EXPANSION FOR \$283,033.35; PROJECT 190864: 2008 STREET RESURFACING PROGRAM FOR \$1,631,516.30 AND FOR PROJECT 190868: 2008 CARS ROE AVENUE-91ST STREET TO SOMERSET DRIVE FOR

\$313,381.75 FOR A TOTAL CONTRACT AMOUNT OF \$2,227,931.40.

COUNCIL ACTION REQUIRED
CONSENT AGENDA

COU2008-17 Consider Exterior Improvement Grant Program

On December 3, 2007, staff was directed to do further research into the feasibility and logistics of an exterior grant program for Prairie Village. Michael Kelly presented the program drafted by staff for consideration.

The grant will be awarded as a 20% reimbursement of the actual cost of construction and/or material costs. A minimum required private investment of \$5,000 with no maximum investment level is required. The minimum grant will be \$1,000 up to a maximum grant amount of \$2,500. Eligible improvements include, but are not limited to: complete exterior house painting or siding, door/window repair or replacement, new roof, masonry, foundation repair, awnings, building additions and landscaping. New construction is also eligible.

To be eligible for the grant the property must be located within a designated grant improvement area. In addition, all property taxes must be current, adequate property insurance must be in effect and all improvements must conform to the City of Prairie Village Municipal Code and other applicable building codes. There will be a limit of one grant per property (or property owner) every ten years. The program applies to all residential property regardless of residency in the home.

Using the Village Vision map that loosely identified four areas for "neighborhood improvement" and running the boundaries of these areas to the edges of their respected blocks, three key areas have been identified for the initial year of this program. These areas are as follows:

- Area One The areas of the City contained in the block(s) north of 79th Street, West of Nall Avenue and south of 75th Street.
- Area Two The areas of the City contained in the block(s) north of 75th Street, West of Roe Avenue and south of 71st Street.
- Area Three The areas of the City contained in the block(s) east of Belinder Avenue.

The program would be funded with \$37,500 from the Economic Development Fund. A \$35 application fee would offset some of the personnel costs for the items that do not require a permit fee. If all of these funds are expended, the City can anticipate a minimum private investment of \$150,000 in the City's housing.

Mr. Kelly stated Village Vision identified aging housing stock and declining population as areas of concern and this pilot program addresses both these issues by encouraging families to invest in their homes.

Marcia Gradinger, Code Enforcement Officer, stated for the past seven years she has driven the City and seen properties in the identified areas decline. She has spoken with residents who want to stay in Prairie Village and want to improve their property. She feels this program will provide the incentive for them to do so and noted will allow them to make noticeable improvements instead of patchwork repairs. Ms Gradinger feels this program will encourage residents to make a higher level of investment and improvement to their homes.

Laura Wassmer questioned the \$5,000 minimum investment and asked what happens if the needed repairs only cost \$3500. She questioned if the minimum was being set too high to address code issues. Mr. Kelly responded this program is not solely designed to address code violations, but rather to provide incentive to residents to upgrade and update their homes allowing families to stay in Prairie Village. This program is meant to encourage improvement to residential properties and not as a panacea for code problems.

Laura Wassmer asked why it was being called an "exterior grant program". She's uncertain that people will identify this program for interior improvements or adding rooms.

Al Herrera asked how this program was being funded. Mr. Kelly responded with Economic Development Funds. Mr. Herrera asked if the City had any idea of the projected costs for the 75th Street corridor. Pat Daniels responded only the \$250,000 cost for the design standard. Mr. Herrera asked if funds for the grant would be taken out at one time or as needed. Quinn Bennion responded the entire amount would be encumbered within the Economic Development Fund for this program.

Mr. Herrera stated he supports this program but feels the City should have a list of all items proposed to be funded by the Economic Development Fund so they could be prioritized. He would like to see the whole picture before authorizing expenditures from this fund.

David Voysey stated the Finance Committee tried to address that but determined it is impossible to foresee projected costs or programs. He noted there are not sufficient funds available to fund the entire 75th Street Corridor redevelopment, the funds expended are seed funds to get the project started. Mr. Voysey feels the proposed program is the type of program that should be funded by this fund.

Nancy Wallerstein stated as a former resident of Ward 6, she agrees with Ms. Wassmer that the \$5,000 minimum is too high. Charles Clark stated he felt the minimum was appropriate.

David Belz noted during the Council retreat a significant amount of time was spent talking about how the Council would determine what the Economic Development Fund should cover and decided there is no way to look into the future to see what is coming down the pike and that programs and projects would have to be evaluated as they are presented. He agrees with Mr. Voysey that some of the expenditures will serve as seed money to start projects. In response to concerns with the minimum level of investment, he agrees with Mr. Kelly that this program is not meant to address aesthetics, but to encourage residents to upgrade their homes and remain in Prairie Village. He would like to encourage people to reinvest in their homes and remain in the community.

Pat Daniels stated he felt the program is an exceptional idea within the spirit of the Village Vision and would like to move forward and get the program implemented. However, he noted there are no funds in the budget for publicity and stressed the need to communicate the program widely and strongly throughout the City. The program is financing improvements that will give back to the community. Michael Kelly responded the plan was to use established methods within the City such as the web site, the Prairie Village Voice and mailings.

David Voysey noted the identified area has a lot of block houses that need foundation repair. Quinn Bennion replied in creating the program the focus was on exterior improvements that could be seen, but noted foundation repair is included in the program. Laura Wassmer questioned why the program was being limited to exterior improvements. She would like to see interior improvements such as kitchen upgrades included. Michael Kelly responded this is a pilot program with a specific focus and added future programs could be developed to address those needs. Charles Clark reminded the Council of the City's participation in the Home Loan Program that addresses those types of improvements.

Andrew Wang stated he feels this is a great program and agrees with Mr. Voysey that this is the type of program that will trickle down to the bottom line and be reflected in increased property values. He recognizes there is not a clear quantitative measurement, but feels the program will encourage residential improvement in the City.

Michael Kelly stated the \$35,000 grant figure was reached as the amount for participation by five homes in each of the three areas.

Michael Kelly made the following motion, which was seconded by Pat Daniels and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE THE PROPOSED
EXTERIOR RESIDENTIAL GRANT PROGRAM AS WRITTEN.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2008-19 Consider Interlocal Cooperation Agreement to form a Johnson County Transportation Cooperation Council

On April 2, 2007, the City Council adopted Resolution 2007-02 supporting the formation of a transportation cooperation council to provide a structure for further discussions, planning and action in conjunction with other communities of Johnson County relating to transportation issues. The approval of the Interlocal Cooperation Agreement codifies the TCC Charter into the appropriate form for consideration by the participating municipalities.

Mr. Belz noted when six cities (with at least one from each class) have adopted the interlocal cooperation agreement, the Transportation Cooperation Charter will be officially constituted. Therefore, cities are encouraged to at the time of approval to also move forward with authorizing the appointment of a primary and alternate representative to the Transportation Cooperation Council.

Mr. Belz stressed this is an "advisory" committee as stated in Section 1.03 of the charter. "It has no control over budgets, has no authority to limit or extend actions by the individual cities or the county, or to control the ultimate dispersal of public funds." Mr. Belz noted that initially the County shall organize and provide administrative support, financing and operating resources for the committee. However, as the TCC and its operations are further developed and refined, the TCC shall determine an appropriate support structure and operating resources.

Ruth Hopkins stated she attended early meetings of the committee and has strong concerns regarding funding and does not feel confident that this group would not ultimately either create a tax or reallocate existing funds. Her biggest question is how this relates to Mayor Funkhouser's plan to create a regional transit system. She noted Johnson County Mayor's have been very uncooperative and does not want to see Johnson County operating inside their own little globe. She feels it would be a huge mistake to not support a regional plan

David Belz responded the only taxing impact the committee would have would be its impact on the Commission, who has taxing authority. He feels if that is a concern, it is all the more reason for the City to become involved to make its voice heard at the committee level. He is comfortable with this as an advisory committee and noted to change the charter which establishes it as an advisory committee would require a vote of all participating members. He agrees the county should not partition itself off and that a regional plan is the preferred direction.

Pat Daniels stated he had also attended earlier meetings and feels some of the direction expressed at those meetings has changed. He feels strongly that a transit program should occur at the regional level, but not enough to oppose the formation of this advisory committee.

Diane Ewy Sharp expressed her discouragement with the uncooperative response Mayor Funkhouser has received from Johnson County Mayors; however, if the committee is to exist, she wants to see Prairie Village represented on the committee. Mrs. Ewy Sharp asked if the city attorney has reviewed this agreement. David Belz responded Johnson County legal staff spent a significant amount of time reviewing the document. Quinn Bennion stated the city attorney could review the agreement before official council action is taken at the next meeting.

Diane Ewy Sharp made the following motion, which was seconded by Pat Daniels and passed by a vote of 10 to 1 with Ruth Hopkins voting "nay".

RECOMMEND THE CITY COUNCIL APPROVE AN INTERLOCAL COOPERATIVE AGREEMENT WITH JOHNSON COUNTY AND OTHER JOHNSON COUNTY CITIES TO FORM JOHNSON COUNTY TRANSPORTATION COOPERATION COUNCIL AND DIRECT MAYOR SHAFFER TO APPOINT TWO REPRESENTATIVES TO REPRESENT PRAIRIE VILLAGE ON THE TRANSPORTATION COOPERATION COUNCIL.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Village Vision

Pat Daniels reported the HNTB have started collecting data and their market analysis people are out driving 75th Street. The committee will be meeting a week of Wednesday to set a schedule for neighborhood and stakeholders input meetings and possible workshops. The agreement is being finalized by legal staff.

REPORT ON FINAL 2007 CRIME STATISTICS

Chief Wes Jordan reviewed the final 2007 crime statistics for the City of Prairie Village and for the combined cities of Prairie Village and Mission Hills in comparison with the past five years. Chief Jordan noted the department keeps ten years and that 2007 represented a ten-year low..

Chief Jordan reviewed each of the categories and addressed any significant changes. The number of auto thefts increase from 19 in 2006 to 34 in 2007. Although the number of general theft reflected was 40 below the five-year average and 58 below 2006 figures; auto theft increased from 15 in 2006 to 30 in 2007. He noted most of these are vehicles stolen while left running unattended. Burglaries increased from 41 in 2006 to 45 in 2007; however, they were below the 5-year average of 59.40. Chief Jordan explained burglaries are thefts where the individual breaks into a residence; thefts occur from property which the individual is permitted to be on the property. Fraud dropped from a high of 22 in 2006 to 4 in 2007. Criminal damage to property decreased from 123 in 2006 to 95 in 2007, which is equivalent to the 5-year average. The total number of crimes occurring in the City in 2007 was 466. This is significantly lower than the 551 recorded in 2006 and the five-year average of 533.80.

The number of accidents increased from 593 in 2006 to 615 in 2007. However, this figure is below the five-year average of 641. Police responded to 11,323 calls in 2007 compared to 11,932 calls in 2006. This is more than 1,000 less than the five -year average of 12,353 calls.

Update

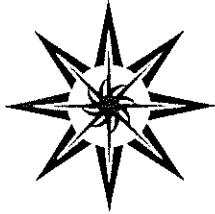
Chief Jordan reported on the recent robbery of Team Bank in Prairie Village. With the cooperation of Leawood, Overland Park and Kansas City, Missouri departments one suspect was arrested. The FBI has been working with the department and the second suspect has been identified. The Crime Prevention Officer is continuing to work with Team Bank and its employees.

Chief Jordan reported two officers from his department joined more than 50 officers responding to assist the City of Shawnee in the recent police officer shooting in that jurisdiction. A Prairie Village officer also served on the outside investigation team evaluating the shooting.

Al Herrera asked, in response to the recent shooting at Kirkwood, for an update of the city's security measures at City Hall. Quinn Bennion advised that the issue of building security will be addressed in executive session at the City Council meeting.

With no further business to come before the committee, Council President Andrew Wang adjourned the meeting at 7:15 p.m.

Andrew Wang
Council President



CITY CLERK DEPARTMENT

Council Committee Meeting Date: February 19, 2008

Council Meeting Date: March 3, 2008

COU2008-19 Consider Johnson County Transportation Cooperation Council.
Appointment

SUGGESTED MOTION:

Ratify the Mayor's appointment of David Belz as the City's representative to the Transportation Cooperative Council with Bob Pryzby as the alternate.

BACKGROUND

On April 2, 2007, the City Council adopted Resolution 2007-02 supporting the formation of a transportation cooperation council to provide a structure for further discussions, planning and action in conjunction with other communities of Johnson County relating to transportation issues. On February 19th, the Council Committee recommended approval of the Interlocal Cooperation Agreement and the Transportation Cooperative Charter.

Cities are encouraged at the time of approval to also move forward with authorizing the appointment of the primary and alternate representative to the Transportation Cooperation Council.

FUNDING SOURCE

No funding appropriations are required to implement this agreement

RELATED TO VILLAGE VISION

LG2 Build on intermunicipal cooperative activities, agreements, and planning initiatives

TR2a Participate in region-wide initiatives to assess and implement public transit improvements

ATTACHMENTS

None

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: February 27, 2008



PARK & RECREATION COMMITTEE

Council Meeting Date: March 3, 2008

Consider Prairie Village Parks Master Planning Subcommittee

RECOMMENDATION

Ratification of the Mayors appointment of a Parks Master Plan Subcommittee comprised of the following individuals:

- Diana Ewy Sharp - Chair
- Al Herrera - Vice Chair
- Nancy Wallerstein
- Kathy Peterson
- Randy Kronblad
- Randy Knight
- Jim Bernard, Jr.

BACKGROUND

The Park & Recreation Committee has budgeted \$50,000 for the development of a Parks Master Plan in 2008. Due to the all-encompassing nature of the project, the committee has determined that forming a subcommittee comprised of Prairie Village residents that are active in the parks at both the city and county level would be appropriate.

ATTACHMENTS

Proposed Park Master Plan Request for Qualifications (RFQ).

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 2/28/08

March 10, 2008

To: All Interested Parties
From: Christopher Engel, Assistant to the City Administrator
Re: Request for Qualifications to prepare a Park Master Plan

Attached is a Request for Qualifications (RFQ) to facilitate a process and prepare a Park Master Plan for the City of Prairie Village. All pertinent information should be contained in the RFQ. However, if you have questions, please contact Chris Engel, Assistant to the City Administrator, at (913) 381-6464 or email at cengel@pvkansas.com.

Please note that responses to the RFQ are due no later than 4:00 p.m. local time, Friday, April 4, 2008.

Thank you for your interest.

Sincerely,

Christopher Engel
Assistant to the City Administrator

**CITY OF PRAIRIE VILLAGE
REQUEST FOR QUALIFICATIONS (RFQ) TO
PREPARE PARK MASTER PLAN FOR
THE CITY OF PRAIRIE VILLAGE**

The City of Prairie Village requests written responses from interested parties with demonstrated experience in Park Master Planning. All respondents are required to submit documentation substantiating their qualifications to perform the services identified in the Scope of Work.

Sealed Requests for Qualifications (RFQ) will be received at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas 66208 until 4:00 p.m. local time, on Friday, April 4, 2008. RFQs may be either delivered or mailed to Joyce Hagen Mundy, City Clerk. Electronic or faxed submittals will not be accepted.

Proposers shall submit fifteen (15) copies of the RFQ in person or by mail, to the address noted above. Please include one (1) digital copy also. To facilitate processing, please mark the outside of the submittal, ***Park Master Plan***. The submittal must also bear the Proposer's return address.

The Prairie Village City Council reserves the right to waive any informalities or minor irregularities, reject any and all RFQs which are incomplete, conditional, or obscure, and accept or reject any RFQ in whole or in part with or without cause. Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. Proposers should prepare their RFQs simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFQ.

Purpose

The purpose of this project is to provide the City with innovative possibilities that will create long-term park and recreation viability and maintain and improve both opportunity and quality of life for Prairie Village residents. Prairie Village is a quality community and desires to fulfill the expectation created by its Community Programs and Parks and Recreation Department mission statement: *Provide a program of park development, recreational opportunities and community programs to accomplish the long term goal of maintaining the highest quality of life in the City.*

Background

The City recently completed a two year study of the entire community called Village Vision. The plan represents the combined effort of hundreds of Prairie Village residents, a dedicated Steering Committee, elected officials, and city staff. The study includes a detailed segment on 'Civic and Park Enhancement' and contains over 40 recommendations on issues ranging from redevelopment to land use and parks. The complete Village Vision Strategic Investment Plan can be viewed on the City's web site at www.pvkansas.com. The Park Master Plan should validate and integrate as many elements of these segments as possible.

Scope of Work

In order to pursue this vision, the City desires a firm that will meet the following master plan scope of work:

- A needs assessment survey of current residents across all age groups.
- Identify the strengths and weaknesses of the existing facilities and programs.
- Consider the current and potential future demographic characteristics of Prairie Village.
- Review the current program offerings, their use, benefits and costs.

- Evaluate the existing physical facilities in Prairie Village compared to those in nearby cities.
- Evaluate the financial operation of all tennis, park and pool operations.
- Assist the City in establishing park and recreation goals and vision.
- Recommend options to satisfy these goals.
- Inclusion of residents, other stakeholders, and park users in plan development.
- Prepare master plan for 15 year minimum period with phased improvements, if needed.
- Provide twenty (20) written copies of the master plan report, including concept drawings. In addition, include one digital copy of everything (plans, photos, charts).
- Attend no more than two (2) meetings, as needed, to talk with Parks and Recreation Committee and members of the public.
- Present master plan at one (1) City Council meeting and one (1) public open house.

The firm shall coordinate the work of other related professional disciplines of its selection. This team may be comprised from within the same firm or engaged separately.

SUBMITTAL REQUIREMENTS

The RFQ package submittal shall not exceed 12 pages and shall include the following:

- Letter of Transmittal
- Brief history of the firm and any sub-consultants that may be a part of the team.
- Description of three relevant previous projects that key project staff has played a central role in developing.
- General project approach.
- Names and resumes of specific project staff that will play the primary role(s) in this project; name and resume of project manager must be included.
- No more than five references for similar projects. References must include current contact name and phone number and email address.
- Additional information that will assist the City in considering the Evaluation Criteria outlined below.
- Inclusion of a digital copy of all submitted information.
- One copy of a sample product from a similar previous project (not included as part of the 12 pages.)

EVALUATION CRITERIA

Consultants will be evaluated according to the following:

1. Qualifications and previous related work of the Project Manager and staff, particularly with regard to working with municipalities of similar size, government structure, complexity, and issues.
2. Understanding of project goals, and local issues and needs, particularly as expressed in Project Approach.
3. Qualifications and previous related work of firm, particularly with regard to working with municipalities of similar size, government structure, complexity, and issues, and including firm's experience in technical areas required to successfully complete all master plan elements.

4. Quality of sample materials and qualifications package submitted.
5. Responsiveness to submission requirements.

The City of Prairie Village reserves the right to reject any or all qualification packages submitted, to waive technical or legal deficiencies, and to accept any qualifications packages that it may deem to be in the best interest of the City. By submitting a qualifications package, the consultant hereby authorizes the City to contact references and make such further investigations as may be in the best interest of the City.

Questions regarding this RFQ should be addressed to Chris Engel, Assistant to the City Administrator, 913-381-6464, ext. 4206.

Proposed Selection Schedule

- | | |
|--|----------------|
| 1. Notice Mailed | March 10, 2008 |
| 2. Submittal of Statement of Qualifications | April 4, 2008 |
| 3. Short List by Selection Committee (3-5 Firms) | April 18, 2008 |
| 4. Submittal of Proposal | Mid-May |
| 5. Short List by Selection Committee (2-3 Firms) | Early-June |
| 6. Interviews/Presentations | Late-June |

Following Interviews, the selection panel will choose a preferred vendor. The firm will work with city staff and the selection committee to develop an agreement, scope of work, and schedule of fees. The preferred firm and agreement will be forwarded to City Council for consideration and approval. The City has budgeted \$50,000 in 2008 for the development of a Parks Master Plan.

MAYOR'S ANNOUNCEMENTS

Monday, March 3, 2008

Committee meetings scheduled for the next two weeks include:

Planning Commission	03/04/2008	7:00 p.m.
Tree Board	03/05/2008	6:00 p.m.
Sister City	03/10/2008	7:00 p.m.
Park & Recreation Committee	03/12/2008	7:00 p.m.
Council Committee of the Whole	03/17/2008	6:00 p.m.
City Council	03/17/2008	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature an exhibit by Jim Hamil and his son Alex Hamil in the R. G. Endres Gallery for the month of March. The reception will be held on March 14th from 6:30 to 7:30 p.m.

The annual large item pick-up has been scheduled with Deffenbaugh for April 19th. Shawnee Mission East High School will be having an electronics recycling on the same day.

Prairie Village Gift Cards are on sale at the Municipal Building. This is a great way to encourage others to "Shop Prairie Village."

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

INFORMATIONAL ITEMS
March 3, 2008

1. Planning Commission Agenda - March 4, 2008
2. Tree Board Minutes - February 6, 2008
3. Communications Committee Minutes - February 7, 2008
4. Park and Recreation Committee Minutes - February 13, 2008
5. Mark Your Calendars
6. Committee Agenda

PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, MARCH 4, 2008
COUNCIL CHAMBERS
7:00 P. M.

I. ROLL CALL

II. APPROVAL OF PC MINUTES - February 5, 2008

III. PUBLIC HEARINGS -

PC2008-02 Request for Special Use Permit for a
Telecommunications Tower & Related Equipment
4805 West 67th Street
Zoning: R-la
Applicant: Justin Anderson, for T-Mobile

IV. NON-PUBLIC HEARINGS

PC2008-105 Request for Final Plat Approval
Corinth Cemetery Replat
Applicant: Douglas Farrar, Shaffer, Kline & Warren

Consider Policy on Office Complex Signs

PC2007-104 Request for Approval of Sign Standards
2200 West 75th Street
Zoning: C-0
Applicant: Jerry Kleveter, Luminous Neon, Inc.

PC2008-102 Request for Monument Sign Approval
5350 West 94th Terrace
Zoning: CP-1
Applicant: Byram Enterprises, LLC

PC2008-103 Request for Monument Sign Approval
9401 Nall Avenue
Zoning: CP-1
Applicant: Byram Enterprises, LLC

PC2008-104 Request for Sign Approval
5100 West 95th Street
Zoning: CP-2
ApplicantL: Sam Hendrix with Acme Signs for Farmers Insurance

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

*Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate~~in~~ the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.

TREE BOARD
City of Prairie Village, Kansas

MINUTES

Wednesday – February 6, 2008, 6:00PM Meeting
Public Works – Conference Room
3535 Somerset Drive

Board Members: Jim Hansen, Deborah Nixon, Art Kennedy

Other Attendees: Bob Pryzby

- 1) **Review and Approve minutes from November 7, 2007 meeting.** – not approved due to lack of quorum.
- 2) **Sub-Committee Report**
 - 2.1) **Fall Seminar**
 - a) **Follow up on ways to increase attendance** – no report
 - 2.2) **Arboretum Committee**
 - a) **Tree selection process for arboretum signage.**
 - b) **Selection of head of Arboretum Committee** – Art Kennedy appointed by Chair Nixon
- 3) **Update on article for the Village Voice – Deborah Nixon** – Draft article presented and discussed. Deborah will send corrected article in digital form to Bob.
- 4) **Landscaping plans for 7111 Fonticello AT&T Project – Bob Pryzby** – Bob reviewed landscaping with Board. No changes made.
- 5) **MARC Tree Report – Bob Pryzby** – Bob presented report prepared by MARC on value of the City trees.
- 6) **Old Business** - none
- 7) **New Business** – Deborah will contact City Environmental Committee about Earth Day.
- 8) **The next meeting agenda - March 5 at 6pm at PW**

COMMUNICATIONS COMMITTEE
February 7, 2008
MINUTES

The Communications Committee met at 5:30 pm in the Executive Conference Room. Members present: Andrew Wang, Chairman, Michael Kelly, Vice Chairman, and Christine Adams. Also present: Quinn Bennion and Jeanne Koontz.

Minutes

Committee members approved minutes from the October 8, 2007 meeting as submitted.

Website Visioning

Committee members discussed design and functionality as the major issues of the website. Mr. Wang said he is conservative about finding a cost-effective result for the website; however the current website is not functional. It should only take 1 or 2 clicks to find something. The website should address basic resident wants and needs. Mr. Kelly suggested hiring a consultant to help with the visioning process and RFP/RFQ process. Ms. Adams requested the current website budget. The current budget is \$10,000. Mr. Kelly said this process could be done in phases over multiple budgets. Mr. Bennion suggested using a government employee from another jurisdiction to be the consultant. The County might have someone who would be willing to help. The committee directed staff to pursue the government consultant idea and then report back to the committee. If the government consultant idea does not work, the committee directed staff to draft an invitation to interview and a list of firms to invite. The committee will then meet to interview the firms. After a consultant is picked and a price decided upon, the committee will give a report to the council.

Staff Committee Visioning Results

Ms. Koontz passed out minutes from the staff visioning meeting and a database inventory listing. Mr. Bennion said the database inventory was compiled to review the status of city databases and determine their viability on the web. He said many of the databases are obsolete and replacement funds could be used to create web-based databases. He said he has looked into the possibility of leasing the databases to other cities in Northeast Johnson County to help with the funding.

Volunteer Photographer

Mr. Bennion said a photo archive would be very useful to the city. Photos could be used on the website, in the Village Voice and in other City publications. He suggested finding a volunteer photographer to take pictures at City events. They could be paid a small stipend to cover expenses. A letter of agreement would be entered into with them. Committee members liked the idea and suggested putting an advertisement in the Village Voice.

Village Voice

Currently the city pays \$50,000/year for printing and mailing of a monthly newsletter. Mr. Kelly suggested backing off to a quarterly full-color newsletter with more thought-out articles. Mr. Wang said he was not sure if the residents would be able to do

without the newsletter. Mr. Kelly suggested using the newsletter to draw people to the website; he said the two should be linked. Committee members agreed to leave the newsletter in its current state and revisit the issue after the new website is completed or before the contract is up. Mr. Bennion suggested allowing people to receive the newsletter online and opt-out of the paper version.

There being no further business, the meeting adjourned at 6:50 pm.

Andrew Wang
Chairman

PARK AND RECREATION COMMITTEE
February 13, 2008

The Park and Recreation Committee met February 13, 2008 at 7:00 p.m.

Present and presiding, Chairperson Diana Ewy Sharp. Members present: Vice Chairperson Al Herrera, Diane Mares, Shawn Hickey, Jim Bernard, Jr., Sally Holmes, A.J. LoScalzo, Shelly Trewolla and Peggy Couch. Also present: Bob Pryzby, Mike Helms, and Chris Engel.

CONSENT AGENDA

Al Herrera moved approval of the consent agenda. The motion was seconded by Jim Bernard and passed unanimously.

REPORTS

1. Public Works Report

Mike Helms reported there had been more vandalism in the past month. A toilet paper dispenser was vandalized, a Christmas tree drop-off area, and a volleyball pole in Weltner Park. There were also two Kansas City, MO youths caught shooting BB guns at signs in Porter Park. Bob notified the Committee he received an email concerning wheelchair access at Windsor Park. Last year a gentleman could not get into the movies held there over the summer. He will be looking into it.

2. Recreation Program Report

Chris Engel reported that the deadline for returning guards to accept a position at the pool this summer had passed. So far there were 25 returning of the 37 asked and four of twelve operations attendants returning. In addition, all managers except the operations manager was returning and depending on enrollment there may be a need for two additional swim coaches. Chris mentioned that the final financial figures for 2007 had just come out so he would not have them for the Committee until March. He also said the Recreation booklets go to print this week so he should have one of those also.

Bob asked about the possibility of training coaches for harassment. Jim also asked if the coaches had background checks. Chris replied that all coaches and managers have a KBI background check done each year and it was a budgeted item. Chris will look into harassment training for coaches.

3. Island Sub-Committee

Bob reported that he had talked to the chair of the Arts Council about being a rep and included that Councilmember Michael Kelly was also interested. He informed the Committee that he would like to include in the 2008 budget a line-item for whatever they suggested.

4. Chairperson's Report

Diana reported that Dennis Enslinger would be starting as the new Assistant City Administrator in the next few weeks. He will be coming over from Merriam and brings a wealth of knowledge to the City. Diana also mentioned that the movies in the park were probably a no-go because the Village Merchants Association/Donna Potts was already

doing them this summer and wondered if we wanted to compete. However, a committee member had asked if the Committee should partner with the Arts Council to revive the summer concerts in the parks this summer. Chris said he would ask the Arts Council what their thoughts were on the matter. Diana stressed that this would take volunteers from the committee to work on and did not see this as something to place on our limited staff. Diane Mares offered to help if we move forward. Diana indicated there were no budgeted funds for this type of programming in the PRC budget. Diana and Al identified potential members for the Parks Master Planning subcommittee which have been forwarded to the Mayor for consideration.

Old Business

1. Parks Master Planning

Chris reported that the RFQ for the Park Master Plan was complete and ready to be released. However, it had been determined that it would be best to wait until the Park Master Plan Sub-committee met for the first time and had a chance to renew it.

New Business

1. Skate Park Contest

Diana reported that Detective Meyer was once again requesting to use the Skate Park on April 25th for the two Prairie Village middle schools' competition. He said Mission Valley and Indian Hills students would be competing and they had the proper insurance and were working on obtaining sponsorships. Bob notified the Committee that a woman had injured herself in-line skating a few weeks ago.

Shelly motioned to approve the usage of the Skate Park on April 25th by Detective Meyer for a school competition. Diane seconded and it passed unanimously.

2. 2008 Recreation Contracts

Jim moved to approve all three Johnson County Park and Recreation District contracts as written. Shawn seconded and it passed unanimously.

3. Capital Infrastructure Program Discussion

Bob mentioned that the El Monte fountain was not part of the Parks Master Plan and that he has funds to fix it or he could wait for the Park Master Plan. He mentioned that KCPL would probably help out with the cost of repairs because it is for public use. Diana asked if the \$30,000 budgeted was reasonable, Bob replied it should be, but the estimate was at least three years old. After discussion, consensus was reached to move forward and fix it. In addition, it was decided to hold off on Carroll Plaza replacement until after the Parks Master Plan was completed.

4. Jim mentioned that he had recently read an article about Overland Park passing an ordinance for revoking pool privileges. There was discussion if Prairie Village had sufficient coverage if the need to suspend a pool membership arose. It was agreed that there was sufficient coverage but staff should look into modifying or adding something to ensure that due process is afforded all parties.

Information Items

- **Next Meeting March 12th, 2008 at 7 pm**

The meeting adjourned at 8.00 pm.

Diana Ewy Sharp
Chairperson

**Council Members
Mark Your Calendars
March 3, 2008**

March 2008	Jim and Alex Hamil exhibit scheduled in the R. G. Endres Gallery
March 8-12	NLC Congressional Conference
March 17	City Council Meeting
April 2008	Margaret Godfrey acrylics exhibit in the R. G. Endres Gallery
April 7	City Council Meeting
April 11	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
April 19	Large item pick-up
April 21	City Council Meeting
May 2008	Marearl Denning photography and ceramics exhibit in the R. G. Endres Gallery
May 5	City Council Meeting
May 9	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
May 19	City Council Meeting
May 26	City offices closed in observance of Memorial Day
June 2008	Steve Karol digital art exhibit in the R. G. Endres Gallery
June 2	City Council Meeting
June 13	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
June 16	City Council Meeting
July 2008	Senior Arts Council exhibit in the R. G. Endres Gallery
July 4	City offices closed in observance of Independence Day
July 4	VillageFest
July 7	City Council Meeting
July 11	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
July 21	City Council Meeting
August 2008	Venus Auxier botanical art exhibit in the R. G. Endres Gallery
August 4	City Council Meeting
August 8	Artist exhibit in the R. G. Endres Gallery 6:30 to 7:30 p.m.
August 18	City Council Meeting
September 2008	Images Group Show mixed media exhibit in the R. G. Endres Gallery
September 1	City offices closed in observance of Labor Day
September 2 (Tues.)	City Council Meeting
September 12	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
September 15	City Council Meeting
October 2008	State of the Arts exhibit in the R. G. Endres Gallery
October 6	City Council Meeting
October 10	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
October 20	City Council Meeting

November 2008	Mid-America Pastel Society exhibit in the R. G. Endres Gallery
November 3	City Council Meeting
November 7	Artist reception in the R. G. Endres Gallery 6:00 to 8:00 p.m.
November 17	City Council Meeting
November 27	City offices closed in observance of Thanksgiving
November 28	City offices closed in observance of Thanksgiving
December 2008	Tom Wilson, Melanie Nolker & Wendy Taylor mixed media exhibit in the R. G. Endres Gallery 6:30 to 7:30 p.m.
December 1	City Council Meeting
December 5	Mayor's 2008 Holiday Party
December 12	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
December 15	City Council Meeting
December 25	City offices closed in observance of Christmas

COMMITTEE AGENDA

March 3, 2008

ANIMAL CONTROL COMMITTEE

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

COMMUNICATIONS COMMITTEE

COM2000-01 Consider redesign of City flag (assigned 7/25/2000)
COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1st Quarter 2001)
COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1st Quarter of 2001)

COUNCIL COMMITTEE

COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)
COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)
COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)
COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)
COU2007-27 Consider Project 190864 - 2008 Paving Program (assigned 3/9/2007)
COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program (assigned 4/11/2007)
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-49 Consider Project 190868: Roe - 91st to Somerset Drive (assigned 6/27/2007)
COU2007-54 Consider Project 190708: Tomahawk Road / Nall to Roe (assigned 8/26/2004)
COU2007-62 Consider Construction of Additional Parking at Shawnee Mission East (assigned 10/12/2007)
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)
COU2008-01 Consider Project SP105: 2008 Crack Seal/Slurry Seal Program (assigned 12/31/2007)
COU2008-02 Consider Project SP107: 2008 Street Repair Program (assigned 12/31/2007)
COU2008-03 Consider Project 191022: 2008 Concrete Repair Program (assigned 12/31/2007)
COU2008-15 Consider 2009-2013 CARS Application (assigned 2/12/2008)
COU2008-16 Consider Construction contract for Project 190864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91st Street to Somerset Drive (CARS) and Project 190863: SME High School Parking lot expansion (assigned 2/12/2008)
COU2008-17 Consider Exterior Residential Improvement Grant Program (assigned 2/12/2008)
COU2008-18 Consider Amending City Ordinance of Unclaimed Property (assigned 2/12/2008)
COU2008-19 Consider Interlocal Agreement for Johnson County Transportation Cooperation Council (TCC) (assigned 2/14/2008)
COU2008-20 Consider Minor Home Repair Program (assigned 2/13/2008)
COU2008-21 Consider Design Agreement for Project 190865L2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83rd Street (assigned 2/26/2008)
COU2008-22 Consider Design Agreement for Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)
COU2008-23 Consider Fund Transfer to Purchase Additional Road Salt (assigned 2/27/2008)
COU2008-24 Consider Correction of Right-of-Way Construction Cost Factor for Right-of-Way permit (assigned 2/27/2008)
COU2008-25 Consider Design Agreement for Project 190871: Mission Lane Bridge Replacement (assigned 2/27/2008)
COU2008-26 Consider Interlocal Agreement with City of Mission Hills for the Operation and Maintenance of Lights on Tomahawk Bridge (assigned 2/27/2008)
COU2008-27 Consider Construction Administration Agreement for Project 190864: 2008 Paving Program, Project 190868: CARS Program on Roe Avenue and Project 190719: Storm Drainage Repair Program (assigned 2/27/2008)

PARKS AND RECREATION COMMITTEE

PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

PLANNING COMMISSION

- PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space - Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2nd Qtr 2001)
- PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)

PRAIRIE VILLAGE ARTS COUNCIL

- PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)