



Board Report
May 13, 2021

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, MAY 13, 2021
MONTICELLO LIBRARY
LARGE MEETING ROOM
22435 W. 66th St., Shawnee, KS 66226
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [Facebook page](#) for a live feed or later when the video is posted to the Library's website.

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to casserleys@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Bethany Griffith
 - C. Development Department
 - a) Friends of the Library; written report presented by Jodie Dietz 4
 - b) Johnson County Library Foundation; written report presented by Stephanie Stollsteimer 6
 - D. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Introduction to legal orientation for Board members
 - B. County Librarian Report – Sean Casserley, County Librarian
 - 1. Finances and Statistics – Dave Vratny, Finance Director 8
 - a) Dark Store: Possible ad valorem liability
 - b) Statistics – Adam Wathen, Associate Director 15
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Central Staff Space Consolidation (CSSC) 20
 - b) Antioch Replacement 26
 - c) Overall Timeline 32
 - 3. Updates – Sean Casserley, County Librarian
 - a) Programming report - Joseph Keehn, Program and Event Coordinator 35
 - b) Final reopening report - Jennifer Mahnken, Associate Director, and Nancy Birmingham, Project Lead 45
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the April 8, 2021 Regular Library Board meeting 55
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify

those payment vouchers and personnel authorizations for March 2021 were handled in accordance with library and County policy.

- b) The March 2021 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

C. Gift Fund Report

1. Treasurer's Report	76
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VI. New Business

- A. Action item: Approval of Memoranda of Understanding with the City of Overland Park and the City of Leawood (Walk and Read Program) 77
- B. Action item: Approval of contract for Cedar Roe Library sloped roofing replacement 81

VII. Adjournment

Followed by joint meeting of the Board of County Commissioners, Library Board of Directors, Johnson County Library Foundation, and the Friends of the Johnson County Library. Joint meeting to be held at Johnson County Arts & Heritage Center: [8788 Metcalf Ave, Overland Park, KS 66212](https://www.johnsoncountymuseum.org/8788-Metcalf-Ave-Overland-Park-KS-66212).

May 2021: Monthly Report
of the Friends of Johnson County Library
to the
Board of Directors of Johnson County Library

Welcome, Madame Chair, and thank you and members of the Board, and Commissioner Hanzlick, and Mr. Casserley for this time to report on Friends progress on behalf of the Executive Committee.

There are 3 subjects in our report today, detailing activities of March / April 2021:

- Friends Recognition
- Internet Sales
- Matt Delaney Retires

1. Friends Recognition

The Friends of Johnson County Library have been recognized as an **Outstanding Friends Group by Friends of Kansas Libraries!** The impressive list of accomplishments during the past challenging year includes maintaining internet sales and providing interesting and relevant volunteer opportunities. The Friends of Kansas Libraries is a non-profit organization with 50+ institutional members from all regions of Kansas. They provide education and funding for library support groups, and advocate with lawmakers on behalf of libraries of all kind.

2. Internet Sales

2,664 items sold in March. Our most significant sale this month is **the first transaction processed through our new online storefront!** A customer in Olathe purchased seven books on March 9..

<i>The Gunslinger</i> (The Dark Tower, Book 1)	226.00
<i>Hardy Boys</i> Matte Set 1-58 Complete Pre-1980	220.00
<i>The Complete Calvin and Hobbes</i> [Boxed Set].....	112.00
<i>And to Think That I Saw It on Mulberry Street</i>	110.00

3. Matt Delaney's Retirement

It is my bittersweet duty to report that Matthew Delaney has retired from his roles with the Friends. Most people get to retire once in their lives. When Matt concluded his successful career as an electrical engineer 20+ years ago, he started out as a Friends member, proceeded to volunteer, then became board member

and ultimately was hired as Business Manager. He founded the very successful online sales division for the Friends, which celebrated \$1,000,000 in sales in 2016. Matt is simply one of the main reasons the Friends have been successful for the past generation.

Matt and his lovely wife Bonnie, herself a long-time Library volunteer, plan to travel and spend time with their children and grandchildren. We may fill this position but Matt's wit, intelligence and charm, his easy laugh and giving spirit, can never be replaced. The Friends of Johnson County Library ask you to join us in recognizing the contributions of Matt Delaney to our past, present and future successes.

Respectfully submitted, Friends of Johnson County Library

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: May 13, 2021
Re: Johnson County Library Foundation update

Donor Appreciation

The Foundation hosted a virtual 1952 Society/Readers Circle appreciation event, April 25.

- Our featured author was award winning author Tim Madigan who shared his experience writing bestselling book: The Burning: the Tulsa Race Riots of 1921.
- We ZOOMED this event and while last year was an experiment, this year it was old school.
- 1952 Society: Writing the Library's Next Chapter, is recognition for planned-giving.
- Readers Circle recognizes individual and couples for their cumulative giving starting at \$10,000.
- It was exciting to welcome guests from nearly 63 emails so we estimated 100 viewers.
- We sent out a survey and had positive feedback!
- This kicks off our plans to show our appreciation and we'll follow up with email, calls and notes.

Appreciation Continued: Volunteers

- Many of those invited to the appreciation events are volunteers.
- Planned gifts, by and large, have been from individuals who have been a combination of volunteers, Friends and Foundation Donors.
- Volunteers are an important resource for delivering Library services so I plan to share updates from time to time.
- Recently, our volunteer coordinator, Amber Bourek-Slater conducted a volunteer engagement survey.
- The goal was to gauge their interest and satisfaction of volunteering this past year.
- Highlights include:
 - 65% have continued to volunteer, but not at the same level as you can imagine during the pandemic.
 - That is remarkable given the state of the Libraries and how staff and volunteers have had to be open and flexible.

Grant Applications

We continue to apply for grants from area foundations and funders to support many programs that the Library continues to provide.

Recent grants include:

- \$10,000 total from the Freedom Frontier Foundation for Race Project KC.
- \$4,000 from Village Presbyterian Church for incarcerated services.

- \$30,000 from Black & Veatch to continue their 2022 naming and sponsorship the MakerSpace.

Gifts in Honor or in Memory

- The Library Foundation oftentimes is named for gifts in honor or in memory of library lovers from our community.
- In April, the Library was designated in memory of someone special to Johnson County government, Lougene Marsh.
- Lougene served as director of the Johnson County Department of Health and Environment 2009-2019.
- She cared deeply about the environment and racial reconciliation. Her family designated the Library' Race project KC as a gift in memory.
- I mention this because it is quite an honor work with the families and the gifts make a difference.

Library Lets Loose Fundraising Event Goes Virtual

Library Lets Loose plans are continuing to be a virtual event. Sponsorships are coming in and we are seeing remarkable support.

Finance

- The 2020 audit is being finalized and will begin preparing the 990 tax return.
- We have been monitoring the endowment investments at the Greater Kansas City Community Foundation. The value of these funds impacts the annual disbursement to the Library for the collection.
- Next month we will have a six-figure check presentation!

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
March 2021
25% of year lapsed

OPERATING FUND

	2021 Budget
Programs	
Revenue	3,913,449
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	156,377
Transfer to Capital Projects	
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$156,377</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$3,757,072</u></u>

SPECIAL USE FUND

	2021 Budget
Revenue:	3,138,526
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	468,412
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$468,412</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$2,670,114</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$6,427,186</u></u>

Expenditure of Friends of the JCL Donations 2021

<i>Expenditure Details</i>	<i>March</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ -

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

March 2021
25% of Year Lapsed

REVENUE ALL FUNDS	2021 Year to Date	2021 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	21,172,132	36,717,284	58%	57%
Ad Valorem Delinquent	-31,375	288,773	-11%	-9%
Motor Vehicle	902,989	3,170,344	28%	27%
Library Generated - Copying/Printing	14,756	104,359	14%	21%
Library Generated - Overdues / Fees	79,061	768,271	10%	15%
Sale of Library Books	0	0	0%	0%
Misc Other	732	18,703	4%	3%
Reimbursement	15,211	330,043	5%	5%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	39,223	58,404	67%	39%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	8,731	12,325	71%	61%
Commercial Vehicle Tax	35,512	57,421	62%	76%
Heavy Trucks Tax	3,656	4,841	76%	100%
Rental Excise Tax	13,465	45,873	29%	49%
State and Federal Grants	131,285	265,638	49%	50%
TOTAL REVENUE	22,385,378	41,855,920	53%	53%

Expenses ALL FUNDS with Collection Encumbrance	2021 Year to Date	2021 Budget	% Categories Expended
Salaries and Benefits	4,598,298	20,797,261	22%
Contractual Services	1,807,558	7,305,956	25%
Commodities	3,089,077	4,123,766	75%
Risk Management Charges	48,556	195,074	25%
Capital / Maintenance / Repair	624,789	3,338,526	19%
Transfer to Debt Payment	0	10,000	0%
Transfer to Capital Projects	0	2,777,596	0%
Grants	1,224	265,638	0%
Interfund Transfer	0	3,042,103	0%
TOTAL EXPENDITURES	10,169,502	41,855,920	24%

Revenue - Expenses as of March 31, 2021 **12,215,877**

RESERVES ALL FUNDS	As of 12/31/19
Reserves Operating Fund	9,557,491
Reserves Special Use Fund	<u>1,572,099</u>
Total JCL Reserves	<u>11,129,590</u>

Scheduled Replacement Plan Funding

-	<u>REVENUE RECEIVED TO DATE</u>
2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100
Total Revenue	<u>4,458,200</u>

2021

Contractual Services	1,584,927
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,425,107</u>
Budget Remaining	<u>33,093</u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
March 2021
25% Year Lapsed

OPERATING FUND		2021	2021	% Program
	Programs	Year to Date	Budget	Expended
	Administrative Services	774,327	5,689,263	14%
	Information Technology	625,690	3,571,248	18%
	Collection Development	711,034	3,543,153	20%
	Branch/Systemwide Services	4,125,843	19,333,555	21%
	Risk Management Charges	48,556	195,074	25%
	Grants *	1,224	265,638	0%
	Transfer to Capital Projects	0	2,777,596	0%
	Interfund Transfer	0	3,000,562	0%
TOTAL OPERATING FUND EXPENDITURES		6,286,672	38,376,089	16%

SPECIAL USE FUND		2021	2021	% Budget
		Year to Date	Budget	Expended
	Contractual Services (General Maintenance)	139,694	176,305	79%
	Commodities (Capital Equipment)	13,932	155,000	9%
	Transfer to Debt Payment	0	10,000	0%
	Transfer to Capital Projects	468,412	3,138,526	15%
TOTAL SPECIAL USE FUND EXPENDITURES		622,038	3,479,831	18%

TOTAL EXPENDITURES		6,908,711	41,855,920	17%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
March 2021
25% Year Lapsed

ALL FUNDS

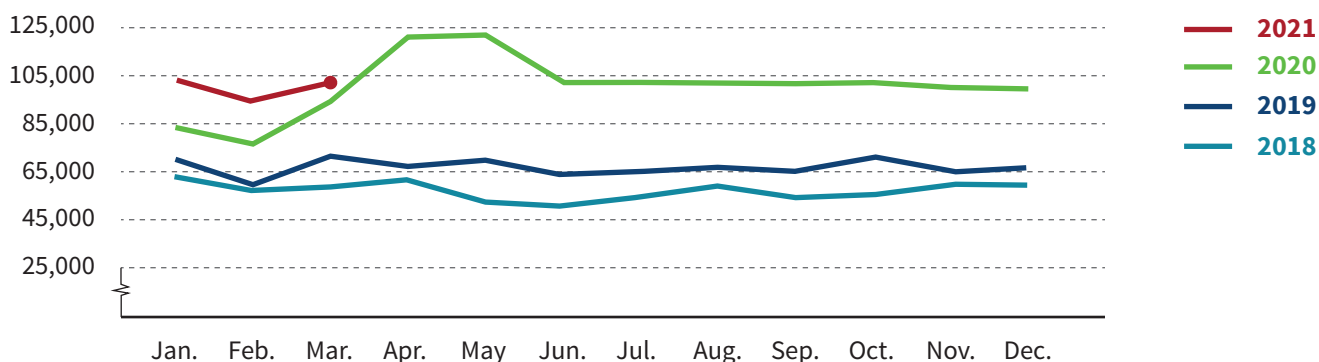
	2021	2021	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	4,598,298	20,797,261	22%
Contractual Services	1,054,421	7,305,956	14%
Commodities	581,422	4,123,766	14%
Risk Management Charges	48,556	195,074	25%
Capital / Maintenance / Repair	156,377	2,977,596	5%
Transfer to Debt Payment	0	10,000	0%
Transfer to PBC Capital Leases	468,412	3,138,526	15%
Grants	1,224	265,638	0%
Interfund Transfer	0	3,042,103	0%
TOTAL EXPENDITURES	6,908,711	41,855,920	17%

GRANTS*	Expenditures through 2/28/2021	Source	Received	Expenditures	Grant Award	Budget Remaining
285000086	2021 State Aid	State	3/22/2021	\$0.00	\$131,284.90	\$131,284.90

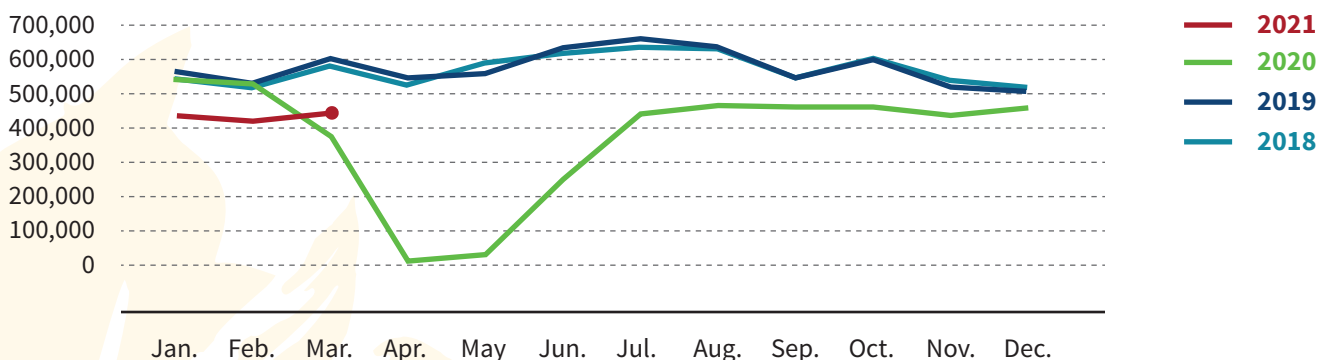
*Includes all expenditures and revenues over the life of the grant.

Core Operational Statistics

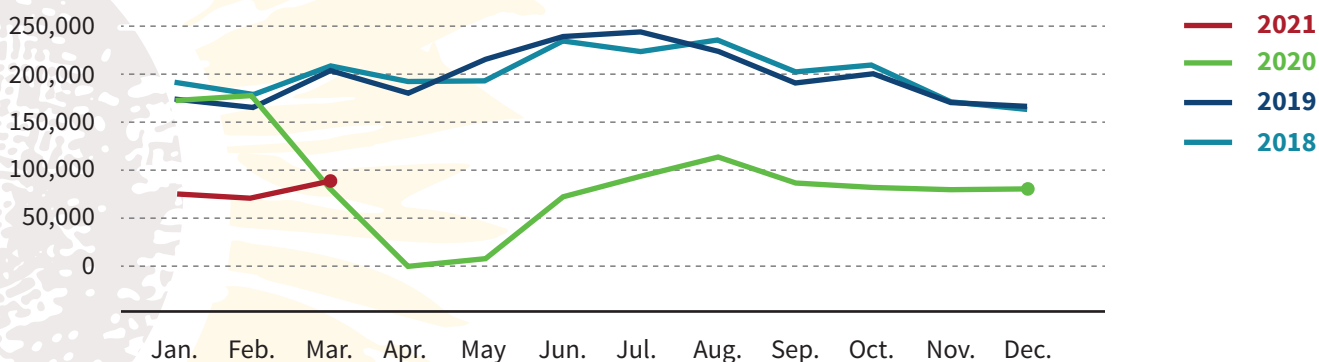
3 Year Digital Usage Trend



3 Year Physical Circulation Trend

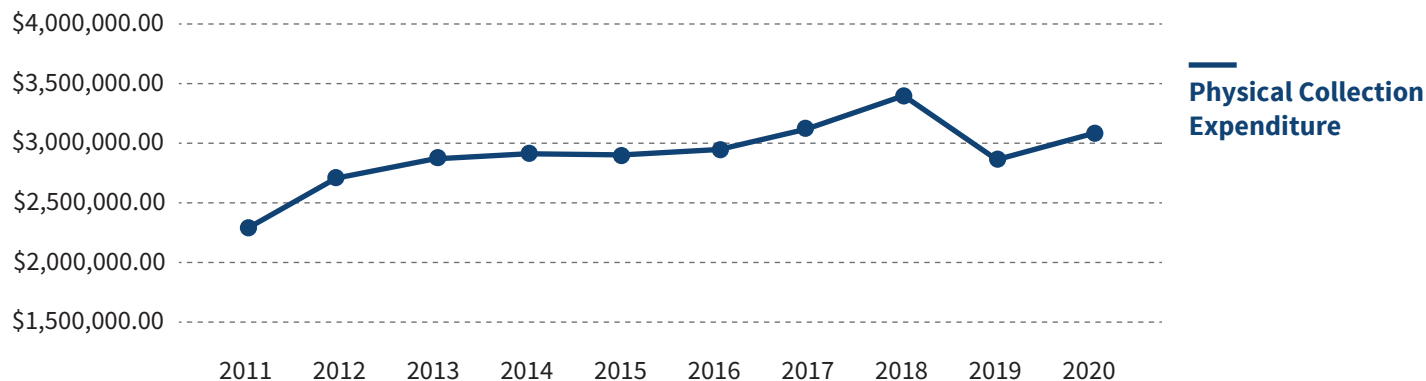


3 Year Visitation Trend

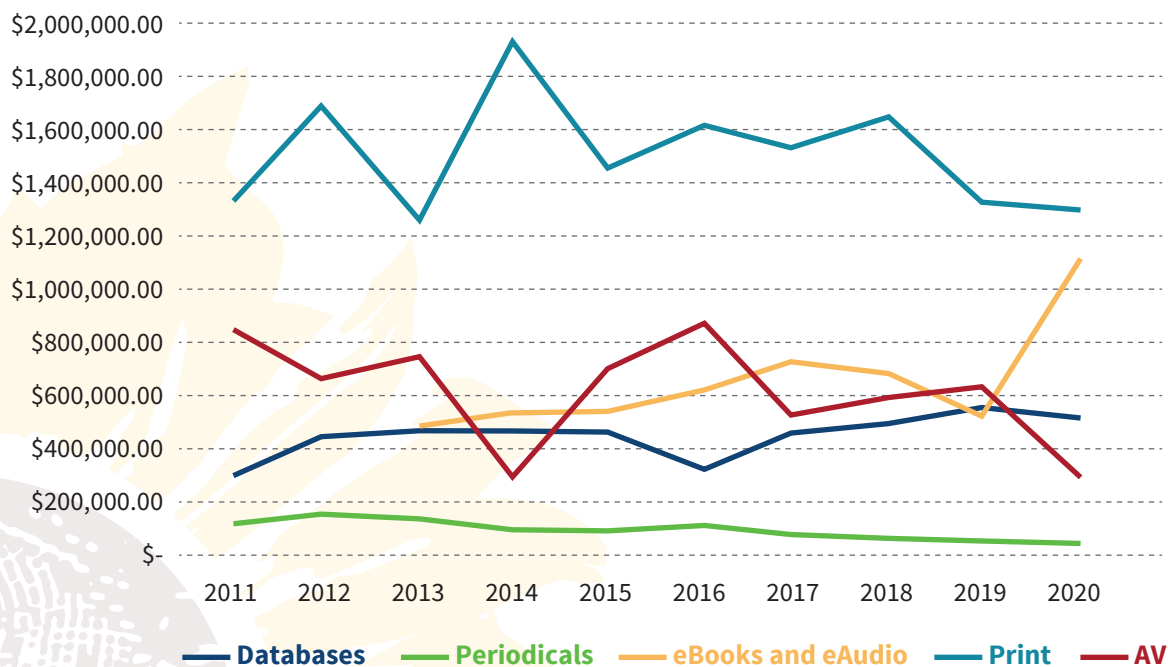


Johnson County Library Expenditures

Expenditure on Physical Collection

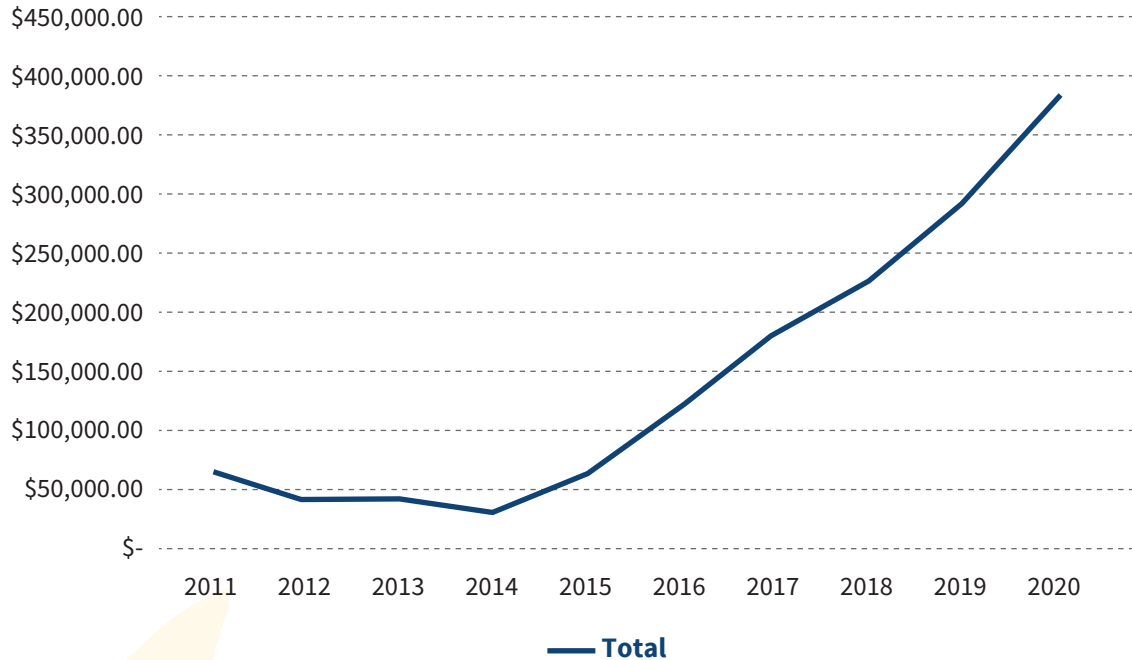


Expenditure on Collection Formats

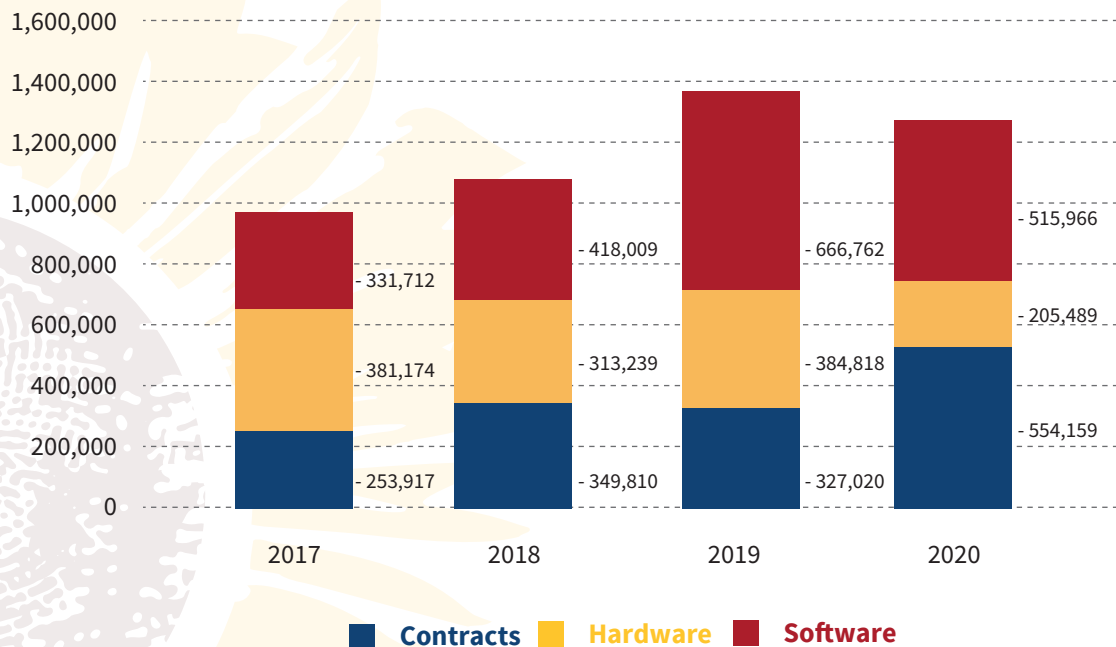


Johnson County Library Expenditures

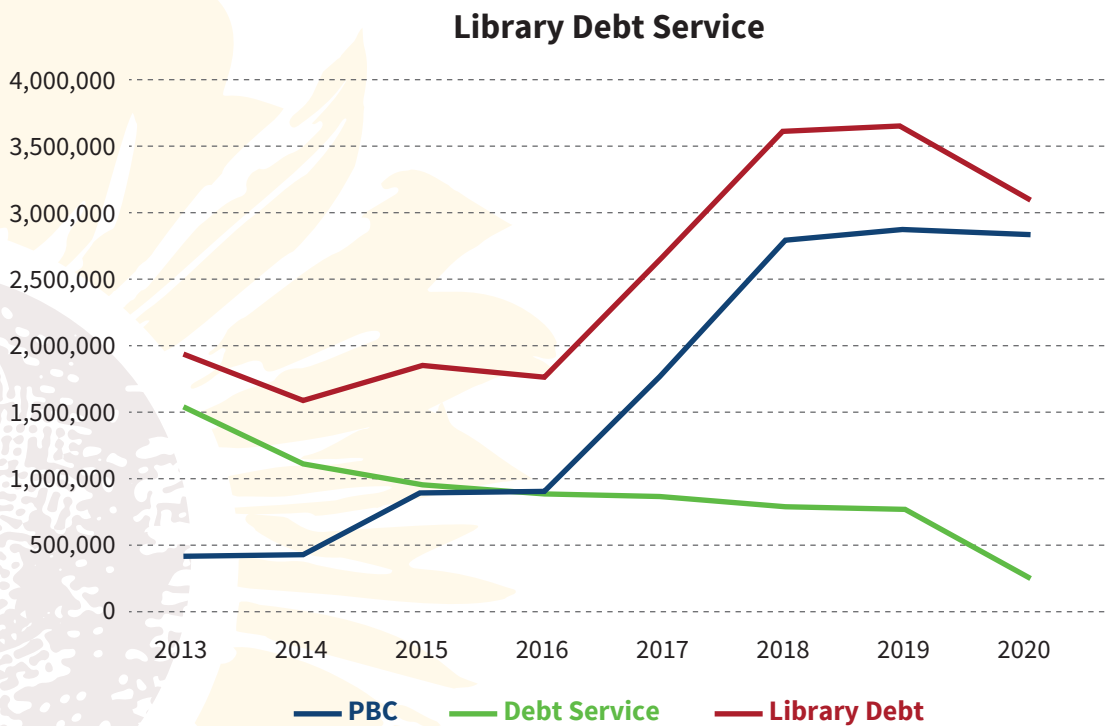
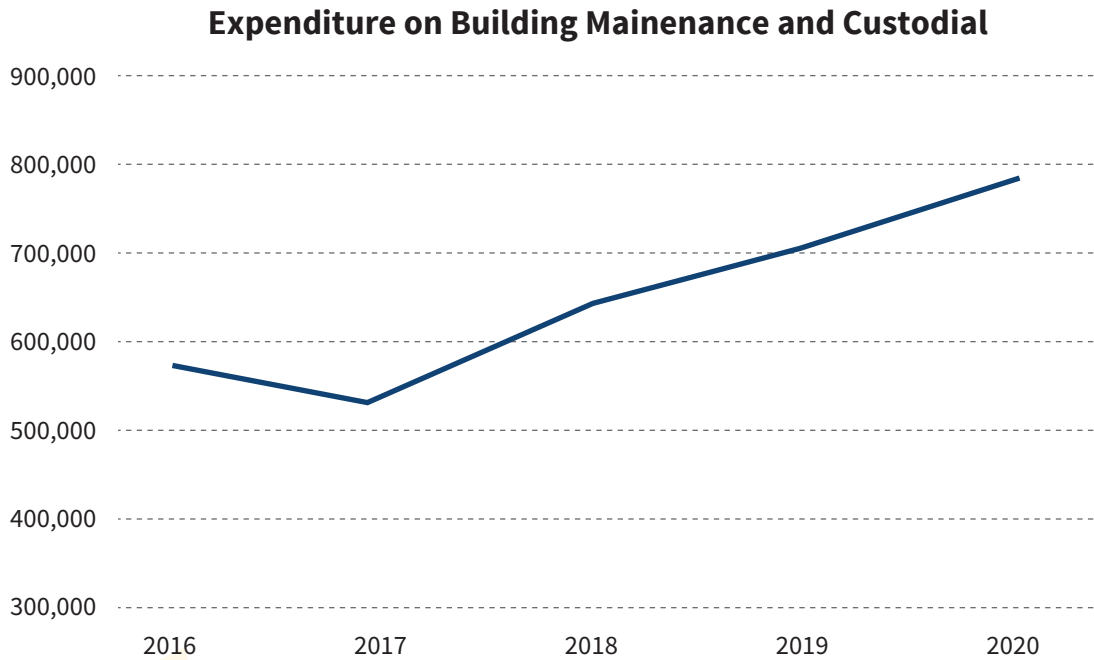
Expenditure on Programming and Outreach



Expenditure on Information Technology

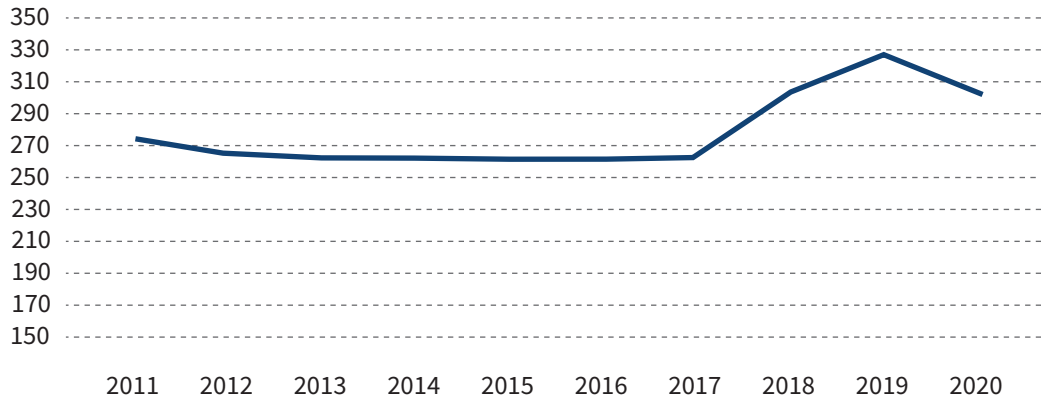


Johnson County Library Expenditures

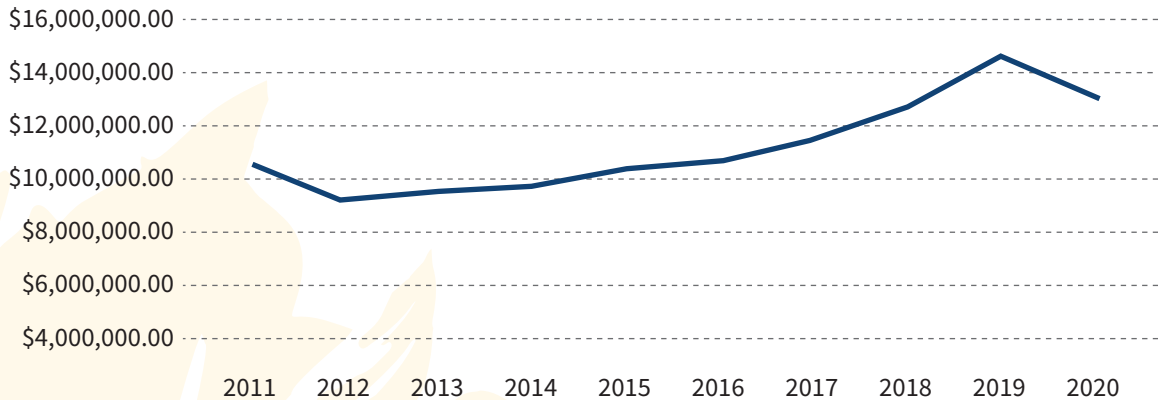


Johnson County Library Expenditures

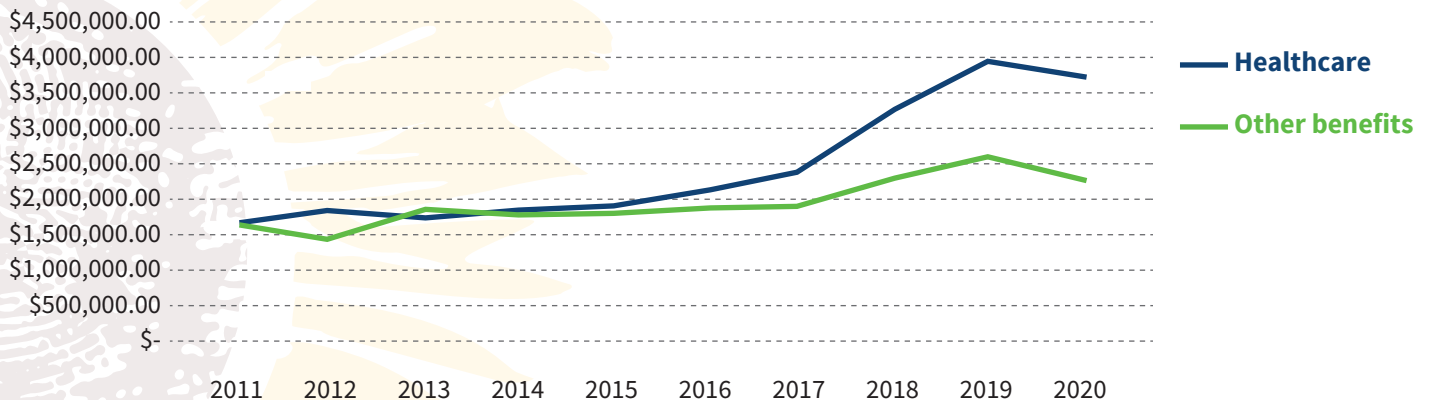
Number of Staff FTE



Expenditure on Salary



Expenditure on Benefits



Central Building Upgrade, Part 2 (CSSC)

Update – May 2021



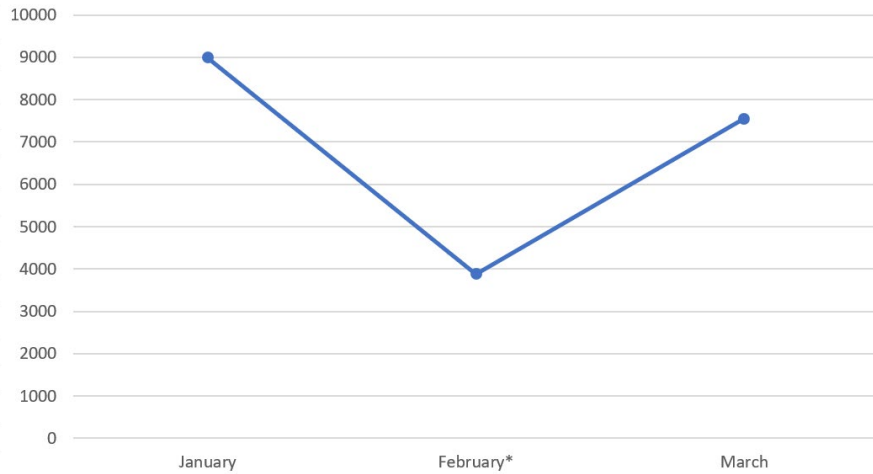
Updates

- Little Central update
- Construction update
- Next Steps
- Timeline

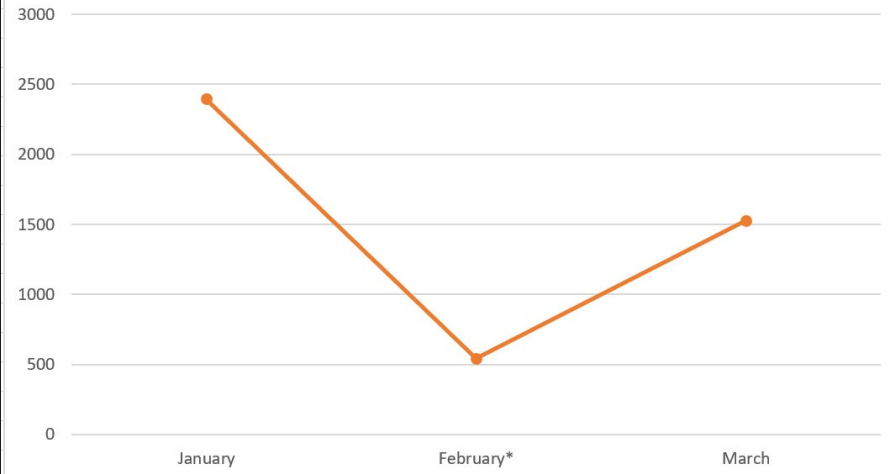


Little Central Update

Little Central User Visits - 2021



Little Central PC sessions - 2021



Construction update

- Construction activities this month

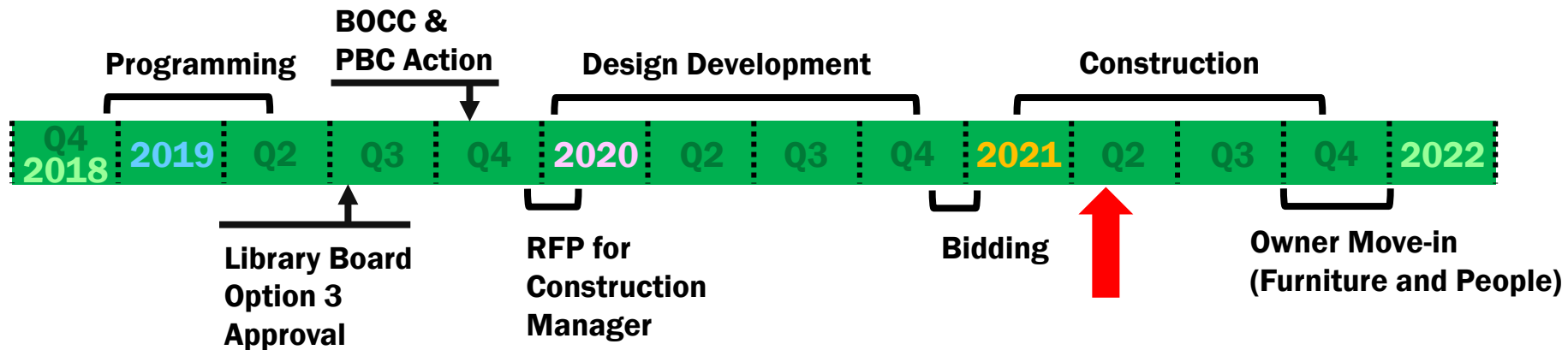


Next Steps

- Construction activities anticipated for next month
- Furniture selection
- Sidewalk update
- June: Seeking approval for Little Central temporary closure



Central Building Upgrade, Part 2: Anticipated Timeline:



Antioch Library Replacement Project

Update – May 2021



Updates

- Design update
- Public Engagement update
- Construction Manager update
- Next Steps



Public Engagement update

- Virtual event 5/19 – 6-7:30pm
- “Question of the week” concept
- Anticipating summer in-person event



Construction Manager update

- 12 firms responded
- Selection Committee has reviewed proposals and ranked to determine shortlist
- Next Steps:
 - May 17: Interviews with shortlist candidates
 - June 10: Informational update to Library Board about top-ranked firm

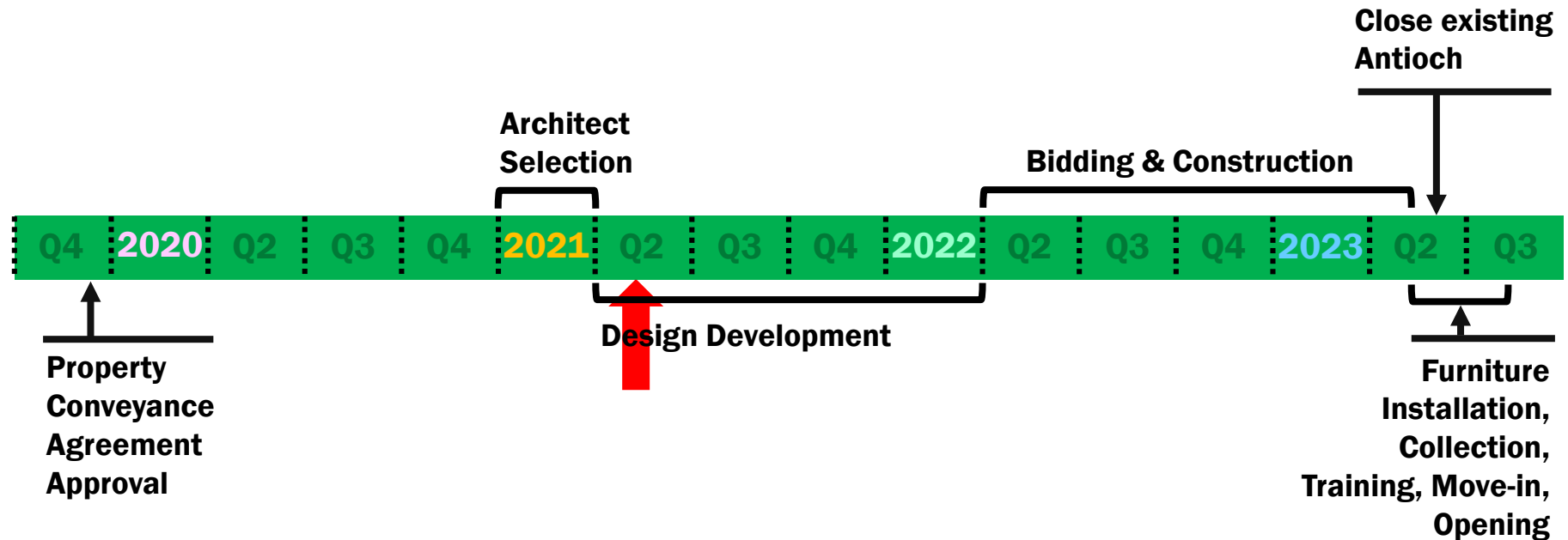


Next Steps

- Design continues
- Construction Manager selection for Preconstruction Services



Antioch Replacement: Anticipated Timeline

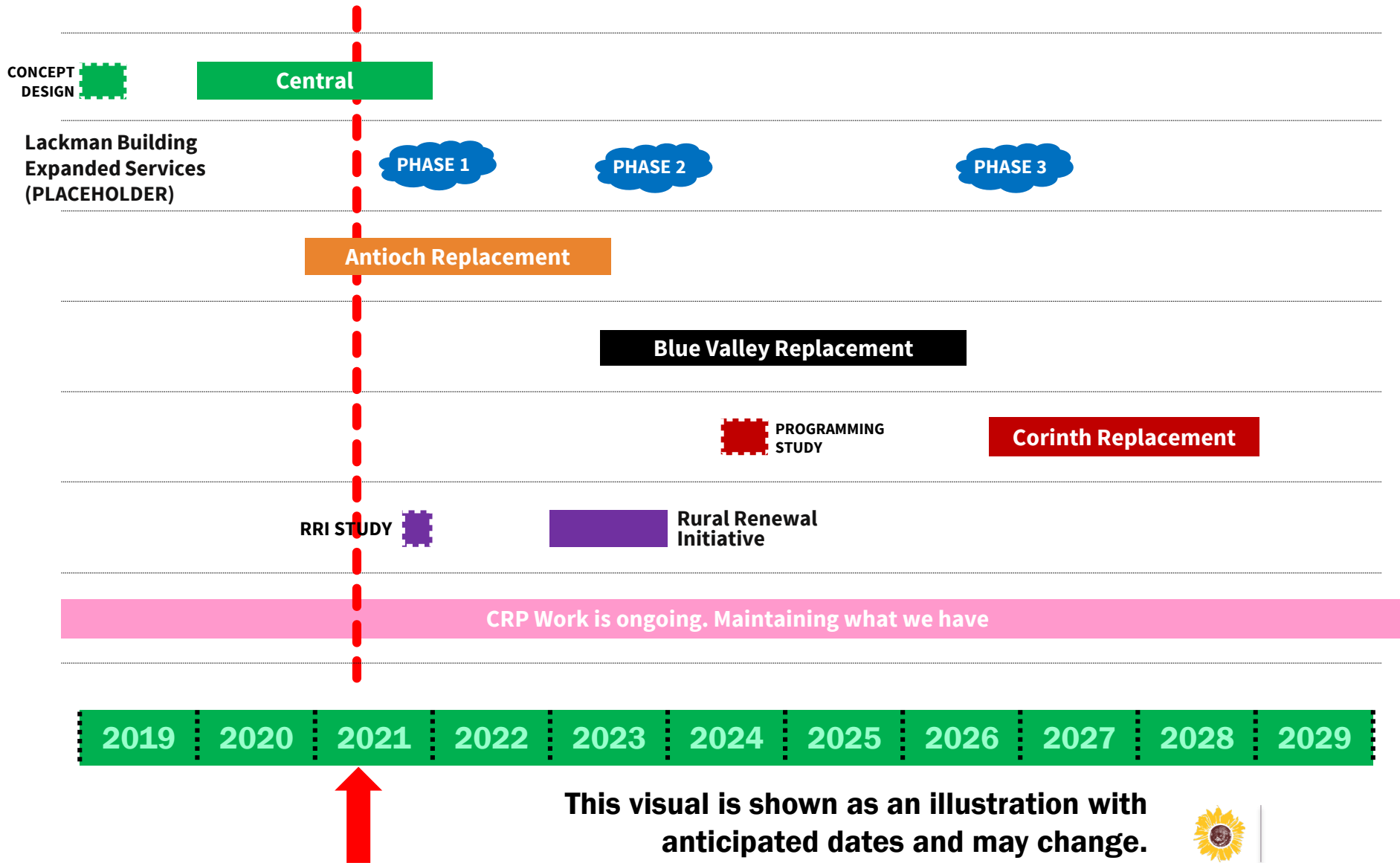


Capital Improvement Projects Timeline Summary

Update – May 2021



Capital Improvement Projects: Anticipated Timeline



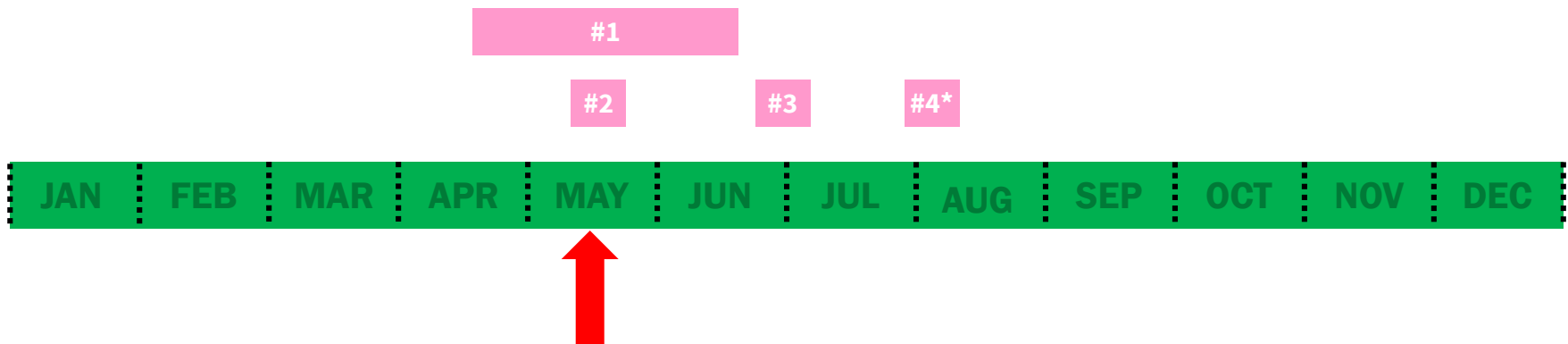
This visual is shown as an illustration with anticipated dates and may change.



Capital Replacement Program: Library Board-approved Closures

1. **Cedar Roe.** April 19-June 20: HVAC Upgrades, Roofing, Shelving
2. **Corinth.** Up to 2 weeks beginning in May: Roof Replacement, Arc Flash
3. **Oak Park.** 1 week in late June/early July: Arc Flash, staff space refresh
4. **Central (Little Central).** 2 weeks beginning in late July*

* Will seek Library Board approval at June 2021 meeting



This visual is shown as an illustration with
anticipated dates and may change.



Programming at Johnson County Library

Library Board Meeting, May 2021
Joseph Keehn



Why do we program?

Policy

Mission

Vision and Values

Strategic Plan



Methodology

Who?

What?

When?

Where?

How?



Who?



36 Part-time
79 Full-time

**Programming in age
groups and focus areas**

- Community Matters
- Career & Finance
- Local Arts & Culture
- Local History & Genealogy
- Book Groups, Writing and Literacy
- Makerspace



What?



Online Program Stats 2020

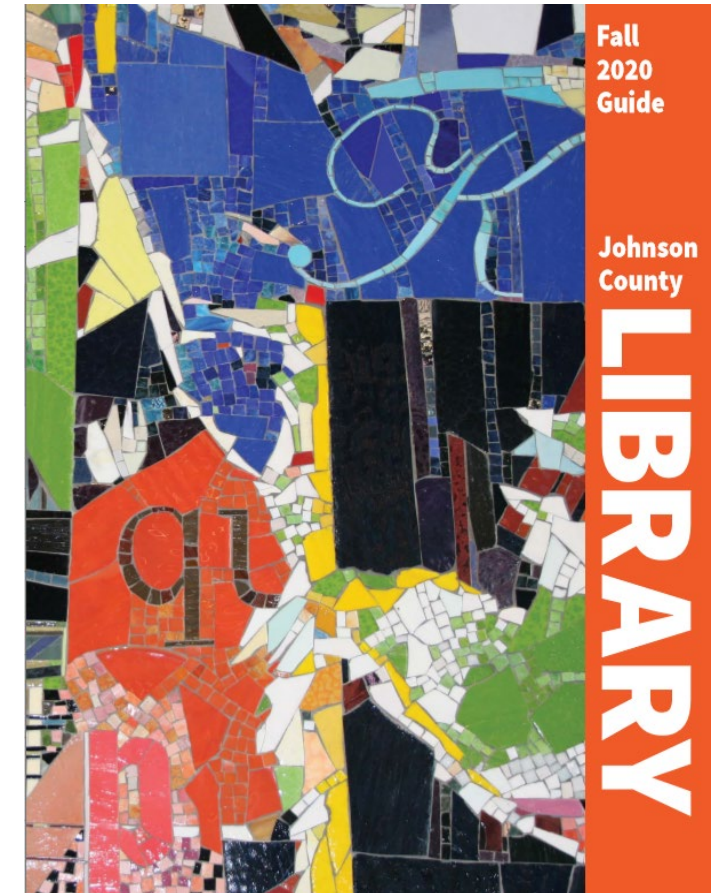
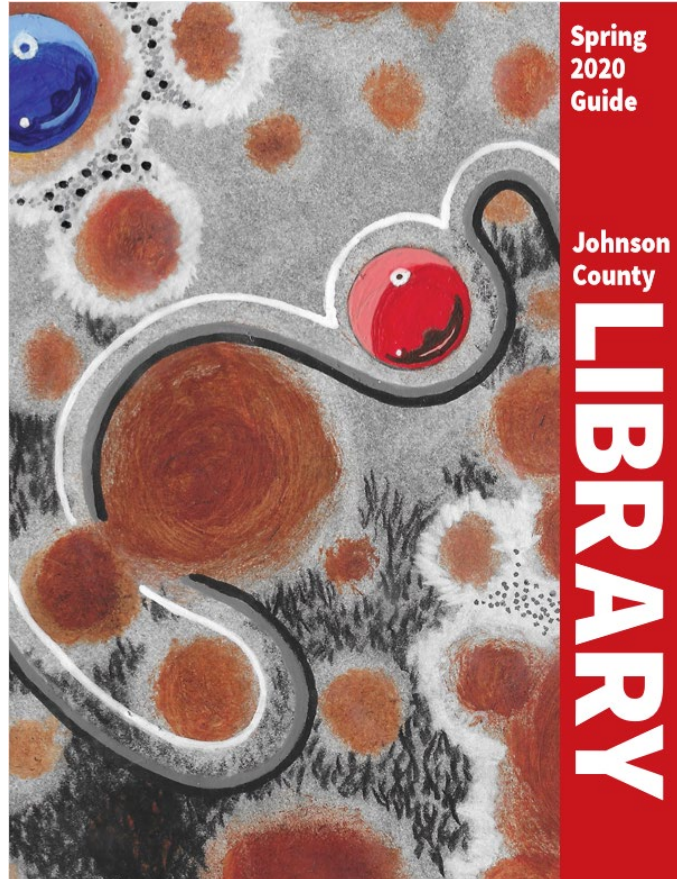
- offered 453 programs.
- 188 were recorded to be available on-demand
- Approximately 4,520 staff hours
- total attendance of 64,098

In-person Program Stats 2019

- offered 2,794 programs
- Approximately 16,764 staff hours
- Total attendance of 91,822

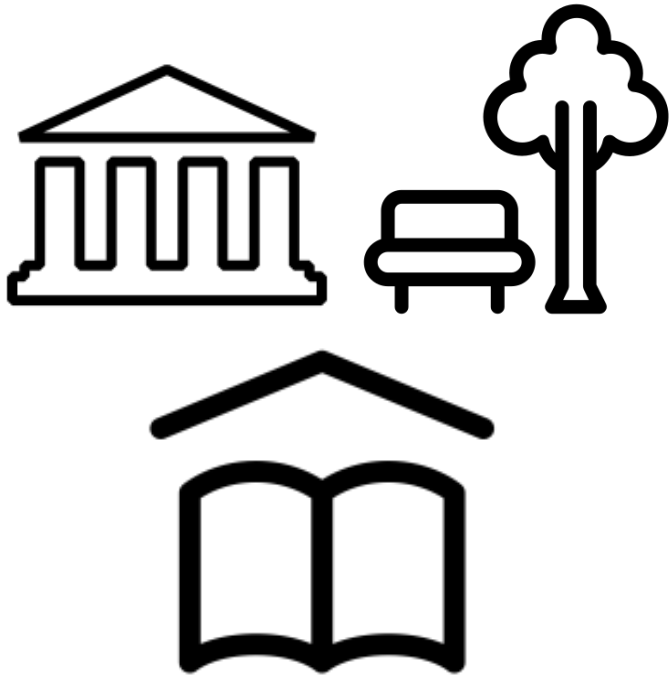


When?



Where?

In-person



Virtually



JOHNSON COUNTY LIBRARY



How?

Planning

- Planning a Program Procedure
- Ideation & Inclusivity
 - Patron needs
 - Collaboration
- Focus Areas and Age Groups
 - Research
 - Vetting Presenters
 - Developing Content
- Promotional Priorities
- Budget
- Resources and Staff Allocation

Implementation

- Controlling the Building
- Patron Code of Behavior
- Online Programming Best Practices
- Utilization of trainings
 - Programming Overview
 - Online Platform
 - Deliberative Dialogue
 - 6 by 6
 - Teen
- Utilization of Resources

Evaluation

- Program Statistics
- Surveys
- Polls
- Patron Feedback
- Plus/Delta



The *how* we program is guided by the *why*.

We do not

We do

Our policies, the American Library Association, and our strategic plan guide how we produce programming at the Johnson County Library.

- proscribe content based on partisan or doctrinal disapproval
- exclude programming because of possible controversy.

- Provide programming to meet specific subject areas for our community like writing, business, topics of local interest, and societal and cultural issues.
- Proactively represent diversity of genres ideas and expressions.
- Reflect excluded, marginalized or underrepresented people in the resources and programs we offer.
- Use criteria to select speakers.
- Evaluate our programming and be responsive to community needs and requests.



Questions?



Reopening Amid COVID-19

A phased approach for a safe return to public library services

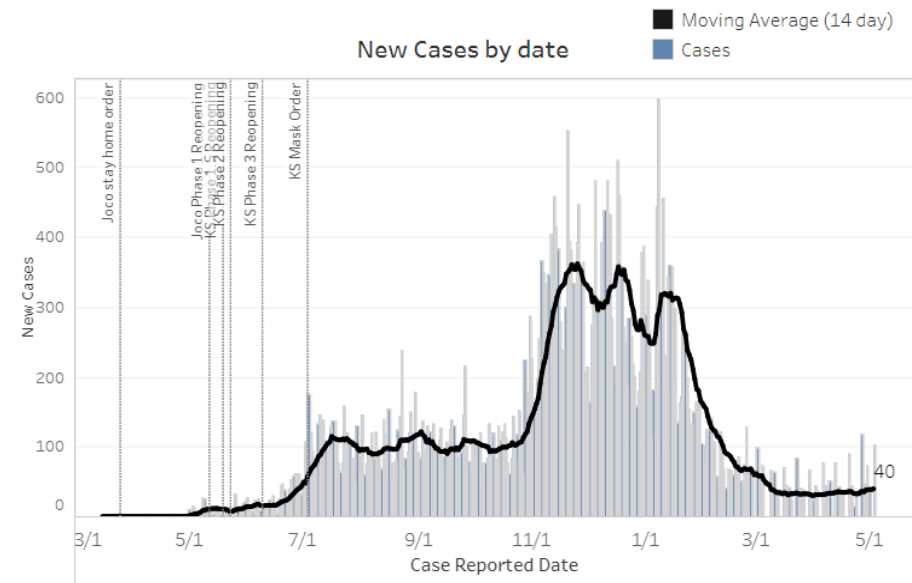
May 2021



COVID Update

- **As of May 3, Johnson County had:**
 - 45,441 positive cases of COVID-19
 - (up 143 since April 29)
 - 650 deaths
 - (up 2 since April 29)
 - 43,700 presumed recovered
 - (up 136 since April 29)
 - 250,553 negative tests have been reported
 - (1,021 increase since April 29)
 - 3.8% positive 14-day moving average
 - (up 0.4% since April 29)

- **People 16 and over who have been vaccinated in Johnson County:**
 - Received first dose
 - 43%
 - Fully vaccinated
 - 20%



County Guidelines – As of May 1, 2021

- Patrons/visitors entering county facilities are no longer required to wear a mask though it is still strongly encouraged – we will continue to provide masks to those who ask for one
- Employees are required to wear masks while indoors or in a vehicle with another staff person
- Maintain six feet distancing where possible
 - We will keep six feet distance between our computer stations for now
 - We will have stickers on the floor, encouraging six feet distance
- We will continue to have plexiglass in place on our service desks to protect staff and patrons



Where we have been

- Emergency closure of all locations – March 2020
- Online Programing ramps up – March 2020
- IT pivots quickly to set staff up to work at home – March 2020
- Furlough of 212 staff – April 2020
- Re-Opening team formed – April 2020
- Answers and T-ref resumed in May & June 2020
- Bring back furloughed staff – June 2020
- Re-open buildings partial hours – June 2020
- First Curbsides open – August 2020
- Full computer sessions restored – December 2020
- Add Fridays back – April 2021
- Full hours restored – May 2021



Where we have been – timeline

Library
buildings
shut. 212
staff
furloughed.

Reopening Timeline for the past year

Reopening
begins

Answers and
T-ref resume

Online Programing debuts

March 2020

Apr

May

Jun

Jul

Aug

Dec

Jan

Feb

Mar

Apr

May

Staff
Return.
Drive-
up
opens

All
buildings
reopen

1st
curbside
opens @
LE

Full
computer
sessions
restored

5 curbside
branches
are open

Friday
hours,

Return to
full hours,
Furniture &
meeting
spaces



Statistics

- 82 Pages and 130 more staff were furloughed. About 58% of our staff
- Friday May 15, holds were opened to the public. Over the weekend patrons unsuspended 4,000 holds and placed 7,000 new holds. =**11,000 holds in 3 days**
- May 26, three windows opened. We checked in and out **76,003 items that last week** in May.
- At its peak, a BV window transaction took less than 120 seconds.
- Circulation staff returned to branches full-time by the end of June.
- June 15th, 2020, all branches open to the public. **In that 1st week we checked in and out 142,543 items**
- In 2020, the Library offered **453 online programs**.
 - JCL content was viewed via YouTube, Facebook or Library OnDemand
 - Live programs were facilitated/moderated in Zoom, Facebook Live and On24 platforms
- In 2020, Online programs had a **total attendance of 64,098**



Outreach Statistics

- The work of Race Project KC, Incarcerated Services, and ELL/ESL continued
 - **42 outreach engagements** offered January – April 2021
 - **1037 participants** and **25 staff** involved
- Summer Reading focused on distributing books beyond the walls of the library.
 - **21 Partnerships** in total(5 Day Cares, 8 Schools, 6 Community Organizations, and 2 Community Businesses) and gave away **9,525 books** in 2020.
- Walk and Read
 - **19 Parks** featuring **40 books** on
 - **308 signs** positioned throughout the grounds



Other Libraries

- *Kansas City Public*
 - Some branches still closed
 - Still limited hours
 - Still pop in and pick up model
 - Currently moving their holds closer to the front door
- *Olathe*
 - Open full hours May 3
 - Some in-person programming this summer
 - Makers Space appts.
 - Quarantining done
- *Mid-Continent Public*
 - Stacks re-opened
 - Still quarantining materials
 - All branches opened limited hours except two under construction
 - Plans in place for more hours in June
- *Kansas City KS Public*
 - All branches opened limited hours
 - Still quarantining materials
 - Curbside at all locations



What's Next

- Full Hours returned May 3
- All computers return – unknown at this time – one factor is the 6-foot physical distance recommendation from CDC and Johnson County Health authorities.
- In-person programming – fall
- Summer Reading
 - **13, 720 books** were distributed to Johnson County Elementary Schools and 13 Community Organizations March – April 2021.
 - More books will be offered through other channels.
- Library processes and procedures are fully operationalized
- Re-Opening Project ends



Thank You!

Thanks for everyone's flexibility and willingness to adapt!

Thanks for the support of the Library Board!



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

April 8, 2021
Online via Zoom
4:00 p.m.

BOARD: Amy Ruo, Bethany Griffith, David Sims, Fabian Shepard, Wayne Burke
Absent: Brandy Butcher

BOARD ATTORNEY: Andrew Logan, Fred Logan

BOCC: Commissioner Hanzlick

STAFF: Nancy Birmingham, Amber Bourek-Slater, Sean Casserley, Ted Clemons, Abby Giersch, Sean Hendrix, Laura Hunt, Christopher Leitch, Juan Lopez-Tamez, Jennifer Mahnken, Steph Neu, Alice Pierson, Scott Sime, Georgia Sizemore, Stephanie Stollsteimer, Tricia Suellentrop, Ben Sunds, David Vratny, Adam Wathen

GUESTS: Jennifer Curtiss, Nancy Hupp, Kelly Kilgore, Joe Waters

Board Chair Amy Ruo called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS:

Thank you to Amy Ruo for her 8 years of service to the library system and the library board of directors. She's done an amazing job of working with staff and board members through the challenges of the pandemic and taking board meetings virtually.

She will be missed.

Nancy Hupp

Friends form letter of support:

Dear Board Members,

I welcome the Friends and Library Services at Lackman!

I am writing to support the Friends of Johnson County Library's "Planning Meets Opportunity" proposal for the Lackman Building in Lenexa. I encourage the use of grant funds and Library reserve funds to cultivate Friends success.

The Friends' lively Used Bookstore will bring people and revenue to our community. The Friends are long-time partners of the Library and rely upon the vision and encouragement of elected public servants and appointed officials, like you.

I enthusiastically urge your approval of Planning Meets Opportunity @ Lackman!

Signed:

Phil Alejos

The Allen Family

Rosanna Alvarez

Carol Bailey

Erica Bakota

Anita Bandy

Jennifer Barr

Lourdes Bass

Janki Bhatt

Erin Billingsley

Jennie Bleam

Victor Bolton

Karen Bradfield
Josephine Butler
Laura Butler
Julie Campbell
Ava Christie
Debra Churchill
DJ Cichon
Marie Cisper
Gretchen Clark
Randi and Trent Cole
Marlene Colgan
Cathy Collett
Karen Cooper
Dennis Dey
Marilyn Diltz
Samantha DuPree
Monica Evans
Denise Fast
Gail Fein
Madeline Figge
Ian Fleming
Shane Fosburg
Debbie Fox
Toni Frye
Jeff Gehring
Rita Glick
JoAnn Hadel
Meghan Hemenway
Claudia Hulley
Margaret Indellicate
Olivia Jensik
Toyka King
Kathy Kostroske
Laura Kouri
Barry and Pat Kramer
Mary Kraus
Kim Krouse
Anne M. Lattimer
Arlene Lee
Genny Link
Jen Mann
Darchelle Marie
Jackie Marsteller
Joni Martin
Hannah Maxfield
April McPherson
David Meredith
Patricia Merry
Sarah Miller
Whitney Mourlam
Cheryl Murray
Bev Nichols
Natalie Nickels
Carol Palazzolo

Carla Parker
Nancy Perdue
Jack Podoll
Dana Porter
Cynthia Prowell
Jill Pruett
Dr. Angela Rabin
Carol Roberts
Brenda Rongish
Steven Sharp
Marcia Shideler
Leah Smail
Jean Spohrer
Kathy Svoboda
Hannah Tazkargy
Debbie Turner
Linda Wallace
LeAnn Walters
Jeff Wickliffe
Deb Wigger
Ron and Dana Worley
Julianne Wright
Michael Wright
Rich Zak
Unsigned submissions: 3

I support the use of the Lackman library as a used bookstore. Great idea!
Sandie Anderson

I think it's a great idea to repurpose the Lackman library for a Friends of the Library bookstore!
Debra Buck

I support the Planning Opportunity Proposal for the Lackman Library in Lenexa!
Joanie Weaver

Dear Board Members,
I fully support the plans that the Friends of Johnson County Library has proposed for the use of the former Lackman Library building. I would love to see that building put to good use. I am disappointed to see that building empty, which doesn't reflect well on our neighborhood. I was sad to see the library leave in the first place, so this will be a decent consolation for the empty building. It has sat empty for too long. Please consider their plans and make the right decision for this building and for our community.

Thank you,
Emily Wright

Message that also went to BOCC:

After listening this week to the recorded presentation to library volunteers about this Lackman proposal, I had many concerns/questions. I learned much, too. I'm glad some are concerned about it being away from the population center. I thought it ironic that a Blue Valley person was concerned about how much further away it seems, as they are likely to be better off financially and they live way out in suburbia, from my perspective. I doubt have been to the Lackman location more than once in my 45+ years in JoCo. I have been to the central library many times. That should help explain part of my approach, along with the fact that I was a social worker about half my working life and am concerned about climate change. I do hope the commissioners are looking at service in light of climate change--not just cost and keeping in mind those with less financial resources, not

just the more affluent residents. As a relatively well off JoCo resident I could probably afford to go out there, but am more likely to go somewhere else to buy a used book. Many more people probably will go elsewhere like KC, Rainy Day, or Half Price to avoid extra driving/time as they cannot combine their library use with book shopping. I admit I know nothing about choice and cost of books sold at the library versus other settings. Can you survey shoppers to see where they are likely to buy their books with this Lackman plan. I seldom buy books (no shop at Cedar Roe) thinking it is less expensive for me and my planet to get books via library loans (even though my walk to Rainy Day and Cedar Roe is about the same distance). I hope someone will compare the cost/time/air pollution of volunteers & staff moving books around from donation to sale or return in several locations to just Lackman only, with figures taking in the cost/time/pollution of residents driving around more to get there. From my perspective this seems likely to increase our carbon footprint, unless there is work to improve/simplify inexpensive public transportation out there. There is a lot to be said for making better communities by being bike, walk and public transportation friendly instead of dependence on riding in cars. Thank you for your service and for reading this rather long resident library volunteer note. I am sharing this with the Library Board, too.
Carol Fields

Yes!!!!

A Friends' bookstore would be perfect there! Please revitalize it again.

Thank you,
Chris Kerstein

As a Lenexa resident of over 40 years, I am very excited about the idea of the Friends of the Library establishing a used book store in the Lackman building. What an opportunity for the city! The location is ideal and I'm sure would bring business to the city. I hope funds are approved and this project can move forward.
Denise Marchin

Dear Board Members,

I am writing to support the Friends of Johnson County Library's proposal for the Lackman Building in Lenexa.

Personally I think it is a great idea. I promise I would be a regular purchaser. It is also my plan to become a volunteer.

I strongly urge your approval.

Sincerely,
LaDonna Justice,
Retired librarian after 28 years with the Daniel Boone Regional Library in Columbia, MO

I love the idea of a bookstore in the old library building on 87th St!

Jolene Phillips

I just wanted to share that I think utilizing the former Lackman Library as a permanent used book store is a wonderful idea. I love the idea to promote reading year round. I donate quite a few books to the Friends and hope to become more involved. It is an easily accessible space that could be valuable to our community.

Thanks for your time,
Barbara Hoffman

Hello Board Members!

I am writing to ask you to please bring Friends of the Library and all library services to Lackman! I am so excited to hear about this possibility. My family and I have used Friends services and the bookstore for years; these are fantastic services that bring money and people into our community. We entirely support the Friends

of Johnson County Library's Planning Meets Opportunity proposal for the building on Lackman and encourage grant funds and library reserve funds being used to make this work.

This is a fantastic proposal; we can't wait to see it happen!
Couldry family of Shawnee

Dear Board Members,
I welcome the Friends and Library Services at Lackman. The Friends' Used Bookstore will bring people and revenue to our community and supporting the bookstore is also supporting recycling of books and other library media in the best way: by enabling new owners to enjoy them.
I enthusiastically urge your approval of Planning Meets Opportunity @ Lackman!
Lara Steinel

As a 30-year resident of JoCo, the JCPL is one of the best among many great things in Johnson County. And I think a used bookstore run by the Friends and supporting JCPL is a great idea.

I live near the former Lackman library and was sad to see that building unused, so this looks like a win all around if you can put that structure to good use. Hope you will make it happen.

Thanks,
Tom Bodine

I think repurposing the Lackman branch as the Friends of the Library used book store is an excellent idea. I look forward to visiting when it is done!
Lorrie Carter

I approve of the proposal to make this a used bookstore!
Robin Patykiewicz

I support the use of old library for all services mentioned in e-mail.
Karen Miltko

Gay Ramsey signed the Friends form letter of support and added:
"This beautiful building needs to be used, and it will bring people, revenue to our community."

I'm in favor of the Lackman Library even though it isn't on Lackman.
Sharon Colbert

I support the proposal to reopen the Lackman public library. Thank you.
Diane Feld

I think using the Lackman library as a bookstore would be a great idea!
Emily Lacy

As a Johnson County resident, a Friend of the library, and a volunteer, I would welcome the use of Lackman as a bookstore.
Please encourage everyone involved to consider this arrangement.
Thanks.
Cathy Hartwell

I fully support the used bookstore proposal for the Lackman Library. What a tremendous idea and fundraiser and my hope is that this plan will be implemented as soon as possible. Thank you.
Marilyn Jordan

Definitely in favor of re vitalizing the library.
Charlotte Simmons

My wife and I are excited that there are plans in the works to repurpose the Lackman Branch. The proposal present by the Friends of Johnson County Library will allow the building to be used for what it was always intended - a library service to the community.
Fred Lucky

Dear Board Members,
As a resident of Lenexa, I think this is a great idea to make use of this building. I would love to see a used bookstore in this location.
I enthusiastically urge your approval of Planning Meets Opportunity @ Lackman!
Mindy Kettner

The Friends of Library book store is a great idea and is a good use of the building. I will look forward to the opening.
Robert W. King

Would love to see the Lackman Library building become a used bookstore. I am a loyal customer of the book stores. Thank you
M. Robards

Dear friends, I completely support the proposal to repurpose the former Lackman Library as a Friends of the Library bookstore. While our family still misses Lackman as our neighborhood library, making this a Friends of the Library bookstore is a fantastic idea -- I love to shop the Friends bookstores!
Sincerely,
Elena Lence Talley

I support the reuse of the library for a store and book drop.
Rebecca R Ward

The Friends propose bringing their used book selling success to the retired Lackman library building. This would be fantastic. Kinney Family approves.
Thank you,
Katy Kinney
Johnson County Resident

An excellent repurposing for the building with a good opportunity for communal growth.
Brian Haynes

I am in favor of using the Lenexa branch for a friends of the library used book store.
Betsy Klinkefus.

I wholeheartedly approve of the possible new use for the former Lackman Library building!!!
Cathy Eads

I routinely have purchased used books from previous sales. I used to love having the library on Lackman because it was close to my home. I am not able to drive now, and it is harder for me to get to the Central Resource Library and the Library in City Center.
I think using a building that is not being used already would be a great way to utilize this space.
I know that the book sales at Metcalf South were very busy and I hope this will be a way for the library to make some funds.
Thank you for your time!
Amber N. Gouvion

Stacy Clark signed the Friends form letter of support and added:

"I am a lifelong resident of Lenexa. I grew up less than a mile from the Lackman Library location and have fond memories of my time reading books from the library. I still live less than a mile away and enjoyed taking my kids to events and activities at the Lackman Library location. When the library moved to City Center we were unable to as easily attend events, pickup holds and return books. Our use of the library declined as a result. I welcome the Friends and Library Services at Lackman!"

I am a huge supporter of the Johnson county library.

Please do whatever you can to support the plan of turning the shuttered lackman library into a permanent home for the used book sales. And potential book clubs when our community has reached herd immunity.

Thanks!

Sue Swanson

I love that building and am so glad to hear there is a proposal to repurpose it as a used bookstore. The new Lenexa building and location was needed for many reasons. However, I miss those days of convenient parking and excellent handicapped access as a senior citizen with multiple joint replacements. Using a building that is already there and paid for, as well as serving to make book purchases affordable to the public and functioning as a fundraising source, makes all kind of sense. Please give your approval to this project.

You have mine.

Thanks,

Sylvia Rawlings

Samantha Higley signed the Friends form letter of support and added:

"I live within walking distance of the Lackman Building. When it was a library, I often walked with my child to the library to enjoy the reading room and explore the books and puzzles. The library closed before I was able to enjoy this treat with my second child. Though the new library at City Center is a lovely space, it is much too far to walk to. Utilizing the Lackman Building as a used bookstore is a win for our community. With so many services moving across the 435 highway to the City Center location, I welcome the library re-investing in our community. A used bookstore would be a safe and low cost way for me to continue to foster a love of reading in my children and allow us to continue to build a relationship with our community."

Great idea and a good purpose for this space. I approve.

Chris Steege

I am writing in support of revitalizing the Lackman library location. I wanted to show my support and to encourage you to support this proposal. Thank you so much.

Sincerely,

Jeanne Hoduski

I can not THINK of a better use for the old library site and think this is a FANTASTIC IDEA!

You can count on our support!

--Diann Holland

I enthusiastically urge your approval of Planning Meets Opportunity at Lackman!

Ann Dorau

Lenexa resident

I support the lackman site by the Friends of the Library!!

Tom Thorp

Yes -absolutely

Sylvia Johnson

I think it would be a fantastic idea to have a used book store in the old Lackman library building.

Thank you,
Roberta Myrick
Lenexa, Ks

Turning the old Lackman Library into a Friends Used Book Store is a wonderful idea!! I live in Lenexa and fully support this project and encourage the Library Board to approve it!!

Thank you to whoever came up with this great idea!!

Tom Svoboda

What a great idea. That property is worthy of decades more use. Glad to see it has a future use that can be enjoyed by all.

Norma Wheeler

100% love the proposal by the JOCO Friends of the Library.

Great use of the building.

Jan Simon

Yes to Friends store.

William Thomasset

Great idea for sharing books that I no longer use.

Dolores Gruen

I am highly in favor of the former Lackman library building becoming a Friends bookstore. I have always felt this building was in a good location to continue to be used as a library in addition to the City Center location. I am so happy to learn that it may once more be used to serve Johnson County patrons as a bookstore and possibly offer other library services as well. Hurray!

Sincerely

Bonnie Thornton

I think turning the Lackland library into the used book store is a wonderful idea, thank you.

Unsigned

Mark Camacho signed the Friends form letter of support and included:

My family and I have been residents of Lenexa (90th and Alden) for the past 32+ years. My wife, Linda, is a recently retired high school English teacher and Academic Dean. She devours books like some eat M&Ms. We raised our 5 kids to also be avid readers (2 books per week was a family rule - out the door and "into the van with a book in hand," another rule). Today they hold master's and Ph.D. degrees and are all high school and college educators.

The local Lackman library was one of the many wonderful attributes about Lenexa that brought us to this area following my last tour of active duty on the west coast as a military attorney. We were sad to see the Lackman library close, but happy to see the opening of a larger, and very beautiful library open at City Center.

With the above as a backdrop, I write to tell you that we enthusiastically welcome the Friends and Library Services at Lackman!

Wonderful idea. Please open it up. I stopped borrowing books because of the closure. Would use the pickup service and purchase donated books.

David Linn

I love the proposal to use the Lackman Library building as a bookstore. As a Lenexa resident, it would be a wonderful way to use the building.

Tricia Strathman

I volunteered at Lackman for a number of years. Having something in that space related to library usage seems most fitting. Using the facility to sell Friends of the Library collected books is a wonderful idea!

Gerald Carden

I approve the Friends of JoCo Library proposal to take over the space at Lackman Library

Lillian Hall

I have membership with the JoCo FLL. I'm also a frequent purchaser of FLL used books. My purchases are made at the Antioch Library location but I'm told the bookstore will not be moving with the library when moved to the Meriam Community Center. This makes the Lackman location even more important.

Respectfully,
Marlene Davis

I support use of the Lackman library building for holds pickup and returns of library materials.

I also support use of the building for Friends of the Library purposes, including a bookstore.

Thank you,
Russ Eads

I love the idea of the Lackman Library being a full time bookseller! Add my name to a list to volunteer there!

Terri Bird

I strongly support using the old Library building in Lenexa along with grant and reserve funds for the Friends used bookstore. I think it would be a great addition to our community.

Judie Winters

I would be beyond thrilled to see the old Lackman Library location used as a bookstore, pick-up location for holds and dare I even hope that it might be a drop off location, too? The location of the new Lenexa branch is not at all convenient to me. The traffic can be really bad and will get worse as time goes on, the parking is horrible and it's hard to get in and out of the library without resorting to dropping breadcrumbs. The new library is very difficult for older people to navigate, and what you are proposing would be a great boon. I have gone to ordering books and picking them up using the drive through feature, but would MUCH rather pick them up at the Lackman branch. I don't find going inside to get them.

I love your idea and support it 100%! Thank you for suggesting this plan!

Kris Mangiaracina

We support this proposal with great enthusiasm!

Thank you!

Pete and Eileen Manza

Great idea. Sounds feasible. Let's go for it.

Carol Leighton

What a great idea. I enthusiastically support this idea!

(Unsigned)

I support the proposed new uses of the Lackman building

Marilyn Kopp

What a great idea. It's a great building for just this purpose.
Pail Kalicki

The use of the old Lackman branch as a bookstore as proposed by the Friends of the Library would be an excellent addition to our community.

Let's keep our community resource.

Thank you,
Jill Stuart

Signed the Friends form letter of support and added:

I would also like to add that I have missed my little Lackman library, and so I think this is an especially wonderful idea. Hope to see this happen soon! I believe it would be a great success.

Sincerely,
Ellen Hickman

Please bring back the use of this neighborhood building. Many local residents do not want to go far for materials pick ups.

Robbie Herron

Wonderful idea. Would be happy to volunteer.

Jeanne Siebert.

Wonderful!!! I miss the Lackman library so much and would gladly shop there. So much better for those of us on walkers or needing a basket. Please have the small shopping carts and or scooters.

(Unsigned)

These points are especially appealing to me:

- This single, large Friends used bookstore will be profitable and self-supporting.
- Johnson County Library Foundation has granted funds of \$100,000 to open the Friends store, and it seeks use of reserve funds that will not affect Library services.
- The Friends also propose hosting expanded library services at Lackman, like a Meeting Room, Holds Pickup, or Storytimes

Sincerely,
Carol Hartegan

Fabulous idea! I enthusiastically urge your approval of Planning Meets Opportunity @ Lackman!

Sincerely,
Deb Scott
Friends member and supporter

Dear Library Board -

I think the old Lenexa library becoming the used bookstore is a good idea: a "destination" site rather than an add-on cubbyhole room as it has been at the Main Library.

Mike Alley

Dear Board Members,

I am writing to oppose the Friends of Johnson County Library's "Planning Meets Opportunity" proposal for the Lackman Building in Lenexa. No grant funds or Library reserve funds should be used for this purpose.

Jonathan Seeley

I support using this building for the Friends of the Library sales of used books and support the use of proposed funds, Foundation and reserve, for this purpose.

Laura Gregar

I think it is a wonderful idea!! We would love to see the building used and a bookstore is a great way!!
Robyn Horsley

Dear Board Members,
I whole-heartedly welcome the Friends of the Library to the Lackman location. It is a wonderful service to the community to provide their used books and services. I am a Lenexa resident and felt very "robbed" of the move to the newer facility. This will resolve some of that.
Please approve this move!
Sincerely,
Janet Pfautsch

We support the Friends plan for the Lackman building
Kathy Snelgrove

A great idea. The old Library is so much more accessible than the new Lenexa Library. Until the move to the City Center, my grandchildren and I visited several times a week for three years.
Since then, just once since the move. Parking and book drop off is inconvenient with parking garage traffic. I've shifted to buying hardbacks through Amazon and would be nice to bring some of the funds back to the community.
Story time would be great too for the wee ones as again, much easier access for Moms and Grandmoms with wee ones..
Regards,
Linda Nichols

I believe The Friends of Johnson County Library have an excellent plan to open a used bookstore at the old Lackman Library building in Lenexa. I request your support of this great idea. Thank you.
Bob Alpiser

As a resident of Johnson County and proud dedicated patron of its library system, as well as frequent visitor to the old Lackman Library building, sometimes with my grandchildren, I believe that dedicating the old Lackman Library building in Lenexa to the use of Friends of the Library as a Used Books Store is an excellent idea! It would ensure that more books live on and continue to benefit the people who buy them, as well as benefiting the library system by providing some income to the library system. Also, it's a good, centralized location with convenient nearby access via I-435.
I believe moving forward with this excellent obvious opportunity for the Johnson County Library system would be a wise decision.
Thanks for benefiting Johnson County and its residents by making a decision for this of the old Lackman Library building.
Sincerely,
Richard E Parker,
(future frequent visitor to the soon-to-be Friends Used Book store at the old Lackman Library building)

Dear Board Members,
I think the Friends of Johnson County Library's proposal for locating their Used Book Store in the old Lackman Library is a great idea. the building is pleasant and light-filled, a suitable size for this endeavor, and in a good location. I encourage you to support repurposing the site for Friends of the Library use.
F. & C. Martin

I just wanted to voice my support of using the Lackman library as proposed. I would love having it located there and would support it with my patronage.
Ann Brann

What a great idea. I used to volunteer at Lackman, and look forward to getting back into the volunteer world at the new store.

William Hartel

We support the use of the Lackman site as proposed by the Friends of the Johnson County Library. It is too valuable and functional to sit empty and unused.

Sincerely,

Bruce and Diane Smith

Great idea. You should host a Signature (this site only) Continuing Education Series at the Lackman site, publishing a semi-annual syllabus of workshops and classes offered. And put a sign on the building "JO CO LIBRARY INSTITUTE", to add definition to the site.

Unsigned

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

This was the last Library Board meeting for Board Chair Amy Ruo and Dr. Wayne Burke. Board members expressed their appreciation for the dedication and service of their fellow members. Ms. Ruo and Dr. Burke shared their appreciation of Library staff and the value libraries had for them throughout their lives.

Mr. Shepard shared his dedication to the Friends and finding them a new site whether it is the Lackman location or not.

Ms. Griffith shared her excitement for the Library restoring hours and most services by May 3rd.

DEVELOPMENT DEPARTMENT

FRIENDS OF THE LIBRARY:

Jennifer Curtiss presented on behalf of the Friends of the Library.

New Website

Between March 22-28, 75% of website visitors were new meaning Friends are building a devoted audience of repeat visitors. 21% found the site through a search for used books or Friends groups, and viewers are visiting an average of three pages per visit. In addition to visitors from the United States, the site has had visitors from Canada, China, Germany, and Peru.

PPP Loan

As of Friday, March 12th, the Small Business Administration has declared the first Friends PPP Loan of \$22,000 forgiven in full. This was a valuable tool in sustaining the Friends organization over the past year.

Internet Sales

2,256 items were sold in February. 21 volunteers are listing items for sale and shipping items that are ordered. Friends continue to follow COVID-19 protocols throughout their operation based on guidelines put forth by the CDC, the Kansas Department of Health and Environment, and the Library.

Sales of note:

- World Book Encyclopedia 2019 – 2 sets	\$748.00
- Blood Lad Vol. 8	\$102.00
- Indelible Images: Illustrated History of the 1961 U.S. World Figure Skating Team	\$100.00

- Period Costume for Stage & Screen: Patterns for Women's Dress, Medieval – 1500 \$99.95

JOHNSON COUNTY LIBRARY FOUNDATION:

Stephanie Stollsteimer presented on behalf of the Johnson County Library Foundation.

The Greater Kansas City Community Foundation (GKCCF) recently held a philanthropic outlook event. The Foundation's restricted and unrestricted funds are with the GKCCF and they total about \$2.9 million. The outlook suggested fundraising may be more difficult this year because of donor fatigue. Last year, giving was up 30% where typically the years are kind of flat, so last year there was a significant step up for donors. There is still demand for donating to cultural and social activities which is good news for libraries.

The GKCCF identified benchmarks to help the Foundation measure effectiveness. The Foundation is collaborating internally now more than ever with volunteers, Friends, Foundation, and community outreach. The Foundation is reviewing IT and bookkeeping, two areas where some non-profits might cut corners. The Library supports the Foundation's IT efforts 100% and for bookkeeping a CPA keeps the books in stellar shape. The Foundation's Board of Directors stepped up beautifully last year and serve as volunteer leaders. The Foundation has strong governance policies. Some Board members are lawyers and they are meticulous about policy and governance.

Virtual events are very relevant and will continue to be relevant for telling stories. Planned giving and legacy gifts are important. In the spirit of appreciation and celebration of longtime donors, we will have a special online event Sunday, April 25th for the 1952 Society and the Readers Circle plus volunteers, and Friends and Foundation donors. The event will feature author Tim Madigan discussing his book *The Burning: The Tulsa Race Riot of 1921*.

Library Lets Loose planning is underway for the event September 18th.

VOLUNTEER COORDINATOR:

Amber Bourek-Slater, Volunteer Services Coordinator, presented.

For seven decades, volunteers have played an important role in providing library services: shelving holds, conducting online research to sell books to support Library programs, serve in leadership roles on boards, and dozens of other ways. In 2020, not even a global pandemic could stop our volunteers. They helped in new ways: sewing masks, writing notes to go with materials to homebound seniors, reviewing books, and helping with vaccine distribution. Last year 551 volunteers contributed over 21,000 hours of service which is valued at almost \$600,000. We'd like to honor five volunteers for their above and beyond service to the Library. These five are being honored with the Points of Light Presidential Lifetime Achievement Award. This award recognizes volunteers who have dedicated over 4,000 hours or service to one non-profit organization.

Louise Weller has contributed 7,698 hours of service in 13 years at the Friends Antioch bookstore and the Friends Sorting Center. She develops customer relationships and looks out for books that partners like the Johnson County Genealogy Society might be able to use.

Alice Edwards has served since 1990 contributing over 6,230 hours of service. She has helped with everything from alphabetizing paperbacks at the Antioch bookstore to sorting book donations. She is a strong advocate for the library, and she served three terms as a Friends Board member.

Larry Leighton has contributed 6,045 hours over eight years of service as an online sales and shipping volunteer. In 2020, when the Friends transitioned to new software for processing online orders, Larry quickly learned the system and developed a plan to remove old materials from warehouse shelves. Larry currently leads the shipping and listing volunteers three days a week.

Tedy Bellos started sorting when the Friends sorting operation was located at Antioch. She transitioned with the Friends as they started selling books online, and she specializes in vintage books which can generate more funds to support the library. She currently serves two days a week in this capacity and has contributed 5,623 hours of service.

Ruth Nowack has spent her life volunteering for libraries across the country. Since 2003 when Ruth first became involved helping with Friends book sales, she has contributed 5,560 hours selling and sorting children's books for the Friends. She is currently boxing a surplus of children's books and planning for a post-COVID book sale.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick reported that today was the first day that the Board of County Commissioners met in-person in the boardroom. One of her major priorities as a Commissioner is to strengthen and expand Johnson County transit. This year she is serving on the KCATA Board of Commissioners, the MARC Total Transportation Policy Committee, as well as the Ride KC Development Corporation. Tomorrow she'll be participating in an event in Kansas City, MO where Ride KC is unveiling the region's first zero-emission public transit buses.

On Saturday, April 24th Johnson County Parks and Recreation District is having a 10:00 AM grand opening of John Barkley Plaza at Shawnee Mission Park. They have recreated the entrance to the park and it honors John Barkley who has been instrumental in the development of Johnson County's parks system.

Next month the BOCC will be working on the budget.

Commissioner Hanzlick is currently reading *Black Death at the Golden Gate: The Race to Save America from the Bubonic Plague*.

BOARD COUNSEL REPORT

Fred Logan, board counsel, reported.

Senate Bill 13

SB 13 represents a very significant policy change in terms of budget review. There will be a shift in focus from whether or not there is an increase in the mill levy to whether or not the proposed budget is revenue neutral when compared to the previous year. If the budget proposes to increase expenditures over the previous year, then a hearing must be held by the public body. Notice of the hearing must be provided by the government unit to taxpayers by mail. This is going to present a very significant challenge in a county like Johnson County which contains numerous governing bodies. It would make sense for public bodies to join together. For example, the Library Board might join with the Board of County Commissioners and Parks Board to hold one public hearing and share the substantial cost of the mailing. This is something on which there is going to be discussion. It appears that somewhere towards the end of the budget process there is going to be this public hearing as it's unlikely a budget will be proposed that does not include some increase. It is a change in policy and it passed by very wide margins in both the House and the Senate.

Governor's Emergency Orders

The legislature has limited the governor's ability to issue emergency orders. It's going to be up to local units of government to decide the nature and extent of emergency orders. The legal authority of cities to issue emergency orders is very clear, because they have what's called home rule authority. The County government does not have home rule authority, but it still has authority to issue orders that it deems appropriate. The governor is not going to be issuing an emergency order. If she does it is most likely to be repealed by the legislative body that's authorized to do that. The County still has its authority and cities have theirs.

Ms. Griffith asked if in SB 13 when it says change is that in the mill or percentage or is that because property values have increased.

Mr. Logan responded with an example. If last year the Library had a budget of \$1 million and this year it proposed a budget of \$1,000,001 that would trigger the mailing and hearing process. It has to do with the funds that are proposed to be expended. It doesn't look at the levy or any of the things that were looked at in the past. If there is no proposed dollar increase in the budget or there is an expenditure decrease, then no hearing is required. If there is any increase in expenditure at all, then you go through this hearing process and it's strictly a hearing. It doesn't stop the bodies from moving forward, but there is this hearing process.

Ms. Griffith replied that it's about how governing bodies are spending taxpayer money and a public forum to discuss that versus a tax increase, which Mr. Logan confirmed as correct.

Commissioner Hanzlick added that the Board of County Commissioners always holds a public hearing on their budget, so this would not be a change for that body.

Ms. Griffith asked Mr. Logan if the established budget hearing of the BOCC would meet the requirements for SB 13 or if this would require an additional meeting.

Mr. Logan answered that he thinks there is potential to add another process. The reason is that the notice is to be mailed to all the voters in the taxing district, so, for example, our taxing district doesn't include the city of Olathe. The County Commission is the entire county. There will have to be a plan done on mailing notice to voters so that will be a change. The fact of having some sort of a hearing on the budget will not be a change.

Ms. Griffith asked would the Library Board have to do its own hearing.

Mr. Logan responded that what the Library could do is join with other bodies like the Board of County Commissioners and the Parks Board, even other entities, to save substantially by doing just one mailing for one hearing, as opposed to multiple mailings for many hearings.

Ms. Griffith brought up the Library's budget process as being under the umbrella of the County's budget process.

Mr. Logan said that while it is part of the County's process the Library has its own budget and the Library Board is the governing body of a separate taxing district.

Ms. Griffith asked if the Library would then have a separate burden not just as part of the County.

Mr. Logan confirmed that is true unless the Library joins with the County or other government entities to hold just one hearing.

Ms. Griffith asked if for the purposes of SB 13 the Library will be required in some way to do its own hearing.

Mr. Logan responded that he would prefer not to take a hard and fast position on that at this time, as the law was just passed. It may be that one governing body could do it, but there isn't any question that the Library's budget is going to be part of a hearing process. There's going to have to be a lot of work done on this, as it's very new and a very substantial change. It's potentially very expensive and there's a lot of concern on the cost of the mailings in a county like Johnson County.

Ms. Griffith asked if there is any notion that anyone would want to challenge this law?

Mr. Logan responded that it passed with overwhelming margins so no.

COUNTY LIBRARIAN REPORT

Mr. Casserley announced that the Library is working with each of the three departing Board members for each to add a book to the collection which will feature a bookplate in their honor to memorialize their service.

Finance Report

Finance Director David Vratny presented the following.

Revenue Report

At this time, the Library has collected almost \$21 million in revenues, which is approximately 50% received for the year. Most is ad valorem which is 35% of what's been collected today. Copying, printing, and overdues are lagging but that's to be expected due to the impacts of COVID.

In terms of expenses to date, we're at about 20% spent for the year, which includes the Collections encumbrance. Without that, the true amount spent is approximately 11%. Everything is as expected from a revenue to expense standpoint.

Senate Bill 13

Mr. Vratny met with Mr. Fred Logan and Mr. Andrew Logan to confer on SB 13. It will require a good deal of coordination with county partners. What is under consideration is trying to do it in such a way that we're not being redundant with multiple public hearings on the same thing. Joining together with other governing bodies, as Mr. Logan stated earlier, would make the process less messy and less expensive for the Library.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Project Coordinator, presented.

Central Staff Space Consolidation (CSSC)

January was the last full month of full Central Library service. From January to the end of February, user visits and PC sessions both dipped, which was expected with the reduction in space and services. March activities at Central included interior demolition, which is now complete, utility work to cut the slab for new door and window footings and underground utilities and repouring the concrete. Temporary walls were put up to prepare for where the new drive thru area will connect to the existing building. We will be selecting furnishings for the new spaces soon with an eye towards consistency with other recent new buildings. In May Central Branch Manager Jared Harper will present on Little Central.

Timeline for the project is still on track. The presentation included photos of the work Mr. Sime described, including interior demolition and changes to the concrete slab.

Over the next month, the construction team will complete MakerSpace improvements, install steel at new openings and framing for new walls, start on new overhead mechanical, electrical, and fire suppression. Abby Giersch is the project lead.

Antioch Replacement Project

The design process has kicked off as we begin to meet with internal groups at the Library. The design process has four phases:

1. Programming
2. Schematic design

3. Design development
4. Construction documents

We are beginning the programming phase of design, so we're working on public input planning with a few public input sessions with options for both in-person and virtual settings. The dates of those sessions are still to be determined.

Overall Timeline

Mr. Sime shared the overall timeline.

Mr. Casserley asked the Library Board chair and incoming chair to confirm plans for meeting in-person for the May 13, 2021 meeting. The library is planning to hold that meeting at the Monticello Library.

Ms. Griffith confirmed that plan would work.

Mr. Casserley gave a brief introduction for the Programming Report stating that it was in response to the question that Mr. Shepard asked about programming and how it is designed. Part one of this report being a high-level look at policy and then part two in May looking at the operational details of programming.

Programming Report, Part One

Adam Wathen, Associate Director for Systemwide Services presented.

Mr. Wathen presented on the policies and the foundational principles that drive the Library's programming decisions. With these documents as the foundation, he described how the Library's duty is not just to avoid the exclusion of materials and programs representing unorthodox or unpopular ideas but to proactively seek out a diverse array of genres, ideas, and expressions.

His presentation referenced the following documents:

Johnson County Library Policies and Planning Documents:
Johnson County Library Programming Policy ARM 20-60-10
Strategic Plan 2019-2023

From the American Library Association:
Interpretation of the Library Bill of Rights, Article 2
Library- Initiated Programs and Displays as a Resource
Responding to and Preparing for Controversial Programs and Speakers Q&A

At the May Library Board meeting, Joseph Keehn, Program and Events Coordinator, will speak more specifically about the processes of program selection that ultimately bring our programs to the public.

Mr. Shepard asked how many individuals make up the team that evaluates if programming is successful and chooses the speakers and materials.

Mr. Wathen replied that the AS and YS staff are broken into various committees and empowered to make these decisions. Over 75 people are involved in the selection, development, and implementation of programming. Their work filters up through the three-person team that reports to Mr. Wathen to make sure it is in line with policy.

Reopening Update

Jen Mahnken, Associate Director for Branch Services, said that she plans this to be the second-to-last reopening report to the Board as the Library is on track to reopen May 3, 2021.

Nancy Birmingham, Assistant Branch Manager and Project Lead of the Reopening Team, presented to the Board.

Ms. Birmingham shared a high-level overview on COVID-19 in the region and beyond, as well as vaccine availability in the area.

Ms. Birmingham shared a comparison of services being offered at the other metro-area libraries.

Timeline for returning hours and services:

- April 23: Reopen on Fridays, end of quarantine
- By May 10th: Return of furniture
 - o This step requires different resources for different locations and will happen across the system over a two-week window.
- May 3: Return to full hours, study and meeting rooms available
 - o DeSoto and Edgerton return to full hours on April 18th.
 - o Rooms will be available to start reserving April 28th with May 3rd as first available date.
- Fall 2021: Return of in-person programming and MakerSpace use
- Donation sites will open back up in the future. We are working closely with the Friends and the sorting center to make that happen.

Ms. Birmingham shared the details for the reduction and ending of the Library's quarantine of materials.

The CDC has changed its recommendations on cleaning, disinfecting, and quarantine of items for fear of COVID-19 transmission. They are classifying it as more likely to be an aerosol transmission rather than a touch transmission. The end of quarantine is now in line with current CDC recommendations.

Succession Planning

Mr. Casserley gave a brief update on the Succession Planning project. The Library is working with the Howe Street Group and has already written a proposal, charter, and a schedule. We are working with County HR as subject matter experts, and we are working with our managers and assistant managers to identify pathways to leadership. We are working with the Foundation for the Logan Fund on leadership opportunities.

Mobile Learning program study

Mr. Casserley gave a status report on the mobile learning program study. Part one of the study showed the community need for mobile services. Part two will help the Library understand the costs associated and the plans necessary to put it together. This idea came from brainstorming with the Foundation and their interest in challenge gifts for donors. More updates to come throughout the year.

CONSENT AGENDA

Minutes of the March 8, 2021 Library Board Meeting

Motion: Fabian Shepard moved to approve the consent agenda.

Second: Wayne Burke

Motion approved unanimously

NEW BUSINESS

Election of Library Board Officers

Administrative regulation ARM 10-50-10, Bylaws of the Board of Directors, guides the annual election of officers. The officers of the board include a chair, vice chair/secretary, and treasurer. Officers serve a term of one-year commencing immediately upon election.

The Johnson County Library nominating committee – Donna Mertz, Brandy Butcher, David Sims – submits the following nominations for officers:

Chair: Bethany Griffith
Vice-Chair/Secretary: David Sims
Treasurer: Brandy Butcher

Motion: Wayne Burke moved the Library Board of Directors elect the recommended slate of officers for the 2021-2022 term.

Second: Fabian Shepard

Motion approved unanimously

Consideration of approval of Memoranda of Understanding between Johnson County Library and the cities of Prairie Village, Mission, Merriam, and Gardner.

Johnson County Library provides “Walk and Read” programs which provide storyboards along a walking trail at local parks. These memoranda clarify the responsibilities for city Parks and Recreation departments and the Johnson County Library to provide the “Walk and Read” programming in local parks.

Motion: Bethany Griffith moved to approve the Memoranda of Understanding between Johnson County Library and Prairie Village Parks and Recreation, Mission Parks and Recreation, Merriam Parks and Recreation, and Gardner Parks and Recreation.

Second: Wayne Burke

Motion approved unanimously

Approval of temporary closure of Oak Park Library for Arc Flash work and interior updates

In February 2019, the Johnson County Library Board of Directors contracted with Herzig Engineering for Arc Flash Hazard Analysis and Compliance engineering services. The Library is working with Facilities to implement options to mitigate hazards and appropriately label equipment.

The Oak Park location needs Arc Flash hazard work which requires turning off power to the building and a temporary closure is needed. During this period, the Library plans to complete the more intrusive work regarding interior updates to some spaces – including wall repair, carpet replacement, and painting. Other work can be done while the building is open.

Motion: Fabian Shepard moved to approve the temporary closure of the Oak Park Library, for up to five days in June or July to perform Arc Flash hazard work and interior updates.

Second: Bethany Griffith

Motion approved unanimously

Approval of temporary closure of Corinth Library for roofing and Arc Flash work

The Corinth location currently experiences roof leaks. Patching is no longer a sustainable solution. The Library, Facilities, and Purchasing have worked together to get a contract for roofing replacement. Replacement of the roof requires constant repetitive hammering and other construction noises coming from overhead. The Arc Flash hazard work will require the power to be shut off to the building for several days. For these reasons the Library recommends that the Corinth location be closed during the roofing and Arc Flash work.

Motion: Wayne Burke moved to approve the temporary closure of the Corinth Library, for up to two weeks in April or May to complete roofing replacement and Arc Flash work.

Second: Bethany Griffith

Motion approved unanimously

Approval of the County Librarian's recommended FY 2022 Revenue and Expenditure Budget

The Library Budget Committee held a series of meetings in the 4th Quarter of 2020 to evaluate budget related proposals that were made from staff for additional operating funds as well as reviewing current capital plans for the upcoming 5-year Capital Improvement Plan (CIP). There was also review of the multi-year budget forecast and what the impact of these budget decisions and the timing of the Library's capital plans.

The County Librarian's Recommended FY 2022 Revenue and Expenditure Budget that is being presented is in balance, with revenue projections matching what has been provided by Johnson County's Budget and Financial Planning Department and the operating and capital expenditures being proposed are in line with what has been previously reviewed and supported by the Library Budget Committee.

Finance Director Dave Vratny presented additional information on the 2022 budget. He explained that it includes additional funds related to the Antioch Library replacement project and repairs and updates at other sites. It also includes additional funds for personnel, the collections, furniture replacement, risk management, and the summer reading program.

Mr. Shepard asked if the Library was able to realize in personnel costs due to a reduction in staff size during the pandemic.

Mr. Vratny replied that there was a slight reduction, but unfilled positions are still budgeted.

Mr. Shepard asked if the Library backfilled those open positions.

Mr. Vratny answered that some were backfilled, and plans are in place to fill others.

Mr. Shepard replied that it looks like the library is going to make up and reduction bringing staff back up to full force.

Mr. Casserley answered that by May 3rd the Library plans to be back to full hours and increased staffing to facilitate operations. 253 staff were furloughed last year. 27 vacant positions have been filled at this time.

Motion: Fabian Shepard moved to approve the County Librarian's Recommended FY 2022 Revenue and Expenditure Budget of \$43,770,980.

Second: Bethany Griffith

Motion approved unanimously

Ms. Rufo closed the meeting by passing "the virtual gavel" to Ms. Griffith as incoming Board Chair.

ADJOURNMENT

Motion: Fabian Shepard moved to adjourn the meeting.

Second: Amy Ruo

Motion approved unanimously

Meeting adjourned at 5:43 p.m.

SECRETARY _____
Bethany Griffith

CHAIR _____
Amy Ruo

SIGNED _____
Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: MAR-2021

			Receipts	Payments	Balance
	Opening cash balance				\$105,852.17
		Add Receipts	\$45.34		
		Less Payments		\$10,492.30	
	Ending Cash balance				\$95,405.21
		Less Liabilities		\$1,507.01	
	Unobligated cash balance				\$93,898.20

APPROVED: _____

DATE: _____

Briefing Sheet

To: Library Board of Directors

From: Sean Casserley, County Librarian

Date: May 13, 2020

Re: Consideration of Memoranda of Understanding between Johnson County Library and the cities of Overland Park and Leawood

Issue: Johnson County Library plans to partner with city parks to provide “Walk and Read” programming.

Suggested Motion: I move to approve the Memoranda of Understanding between Johnson County Library and Overland Park Parks and Recreation and Leawood Parks and Recreation.

Background: Johnson County Library provides “Walk and Read” programs which provide storyboards along a walking trail at local parks. These memoranda clarify the responsibilities for city Parks and Recreation departments and the Johnson County Library to provide the “Walk and Read” programming in local parks.

Analysis: “Walk and Read” programming allows for outdoor, socially distanced family interaction with the library. The programming is in partnership with cities in Johnson County.

Alternatives: 1) Not approve the MOUs with Overland Park and Leawood.

Recommendation: Approve the Memoranda of Understanding with Overland Park and Leawood.

Legal Review: Library Legal counsel has reviewed the MOU document.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JOHNSON COUNTY LIBRARY AND CITY OF OVERLAND PARK, KANSAS.

This MOU is intended to document the relationship between the Johnson County Library and the City of Overland Park (hereinafter referred to as the "City") regarding Walk and Read (W&R).

Walk and Read

January 1, 2021- December 31, 2021

Event Space:

- The City will provide walking trails where Walk and Read (W&R) events will take place.

Event Responsibilities:

- The City will provide at least one staff member to help a Johnson County Library (JCL) staff member set up the event.
- JCL will provide the metal sign holders and storyboards. JCL shall adhere to all applicable copyright, trademark, licensing or other intellectual property laws and requirements; and JCL agrees to indemnify, defend and hold the City harmless from any claim, cause of action or damage of any kind whatsoever related to or derived from the same, whether directly or indirectly.
- The City will periodically check on the signs during the event.
- JCL acknowledges that vandalism, theft or other damage of the sign holders or storyboards may occur during the event and JCL agrees not to hold the City responsible but to hold the City harmless for any vandalism, theft or other damage of the sign holders or storyboards that occurs.
- If signs are damaged during an event beyond a City staff member's ability to fix, a City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event's end and deliver them to the Cedar Roe library branch: 5120 Cedar St. Roeland Park, KS 66205.
- If Summer Reading programs are going on at the Walk and Read events, JCL staff will set up, man, and take down all Summer Reading supplies.

Communication:

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to the City after both parties have agreed on scheduling. This document will include, but is not limited to, exact location, dates, book titles and if a Summer Reading event will be included.
- JCL will promote W&R events on their website, in JCL's public program publication, "The Guide" and in their social media promotions as needed.
- The City will cross-promote W&R events on their website, social media platforms, etc. as needed.
- Either JCL or the City may terminate this MOU or any Program Specifics Agreement at any time at its convenience by giving the other party written notice.

- The written terms of this MOU supersede all prior statements of the parties. Changes to this MOU may only be made in writing.

City of Overland Park

By: 

Jerrel Stevenson

City Director, Parks & Recreation



By: 

Elizabeth Kelley, City Clerk

Johnson County Library

By: _____

Sean Casserly

County Librarian

Approved to Form:

By: 

Stephen B. Horner, Sr. Assistant City Attorney

Memorandum of Understanding (MOU) between the Johnson County Library and The City of Leawood, Kansas

This MOU is intended to document the relationship between the Johnson County Library and The City of Leawood (hereinafter referred to as "The City") regarding Walk and Read (W&R).

Walk and Read

January 1, 2021- December 31, 2021

Event Space:

- The City will provide walking trails where Walk and Read(W&R) events will take place.

Event Responsibilities:

- The City will provide at least one staff member to help a Johnson County Library (JCL) staff member set up the event.
- JCL will provide the metal sign holders and storyboards.
- The City will periodically check on the signs during the event.
- If signs are damaged during an event beyond The City's staff member's ability to fix, The City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event's end and deliver them to the Cedar Roe library branch: 5120 Cedar St. Roeland Park, KS 66205.

Communication:

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to The City after both parties have agreed on scheduling. This document will include, but is not limited to, exact location, dates, book titles and if a Summer Reading event will be included.
- JCL will promote W&R events on their website, in JCL's public program publication, "The Guide" and in their social media promotions as needed.
- The City will cross-promote W&R events on their website, social media platforms, etc. as needed.

The City of Leawood

By: 

Title: City Administrator

Johnson County Library

By: _____

Title: County Librarian

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: May 13, 2021
Re: Cedar Roe: Contract for Sloped Roofing Replacement

Issue: Consider authorizing a contract with 435 Roofing for a total amount not to exceed \$142,435.00 for replacement of the sloped portion of the roof at the Cedar Roe Library, per Invitation for Bid (IFB) No. 2021-041.

Suggested Motion: I move to authorize a contract with 435 Roofing for replacement of the sloped portion of the roof at the Cedar Roe Library, for a total amount not to exceed \$142,435.00 per Invitation for Bid (IFB) 2021-041.

Background: In April 2021, the Library Board authorized the closing of the Cedar Roe branch upgrades to the HVAC system shelving replacement, and other smaller projects. The Library desires to also replace the sloped portion of the roof at Cedar Roe during the approved closure.

The Library anticipates offering limited services during most of this closure, notably curbside hold pickup and material returns.

Analysis: On Wednesday, April 21, 2021 the Treasury and Financial Management Department issued an Invitation for Bid (IFB) 2021-041 for replacement of the sloped portion of the roof at the Cedar Roe Library. The IFB was advertised in the local newspaper and posted electronically on the Johnson County KS website, Drexel Technologies plan room, and Johnson County electronic bidding site powered by lonwave Technologies.

A mandatory pre-bid meeting was held on Tuesday, April 27, 2021 at the Cedar Roe Library with 9 firms in attendance. Bids were opened on Wednesday, May 5, 2021 with 5 responsive bids received.

Bidder:	Bid:
435 Roofing	\$142,435.00
Firm 2	\$149,970.00
Firm 3	\$175,700.00
Firm 4	\$207,323.00
Firm 5	\$318,000.00

The low and responsive bid was submitted by 435 Roofing. This bid is within available designated funds. RTI Consultants, the consultant assisting the Library on this project, is in agreement with the Library, Facilities, and Purchasing on the recommended award to 435 Roofing.

Library staff advises the Library Board that the Invitation for Bid was issued and administered, and this award recommendation is made, in compliance with County purchasing policies and procedures.

Alternatives: 1) Not authorize the Contract.

Legal Review: Library Legal counsel has reviewed and approved the contractor agreement as to form and recommends its approval.

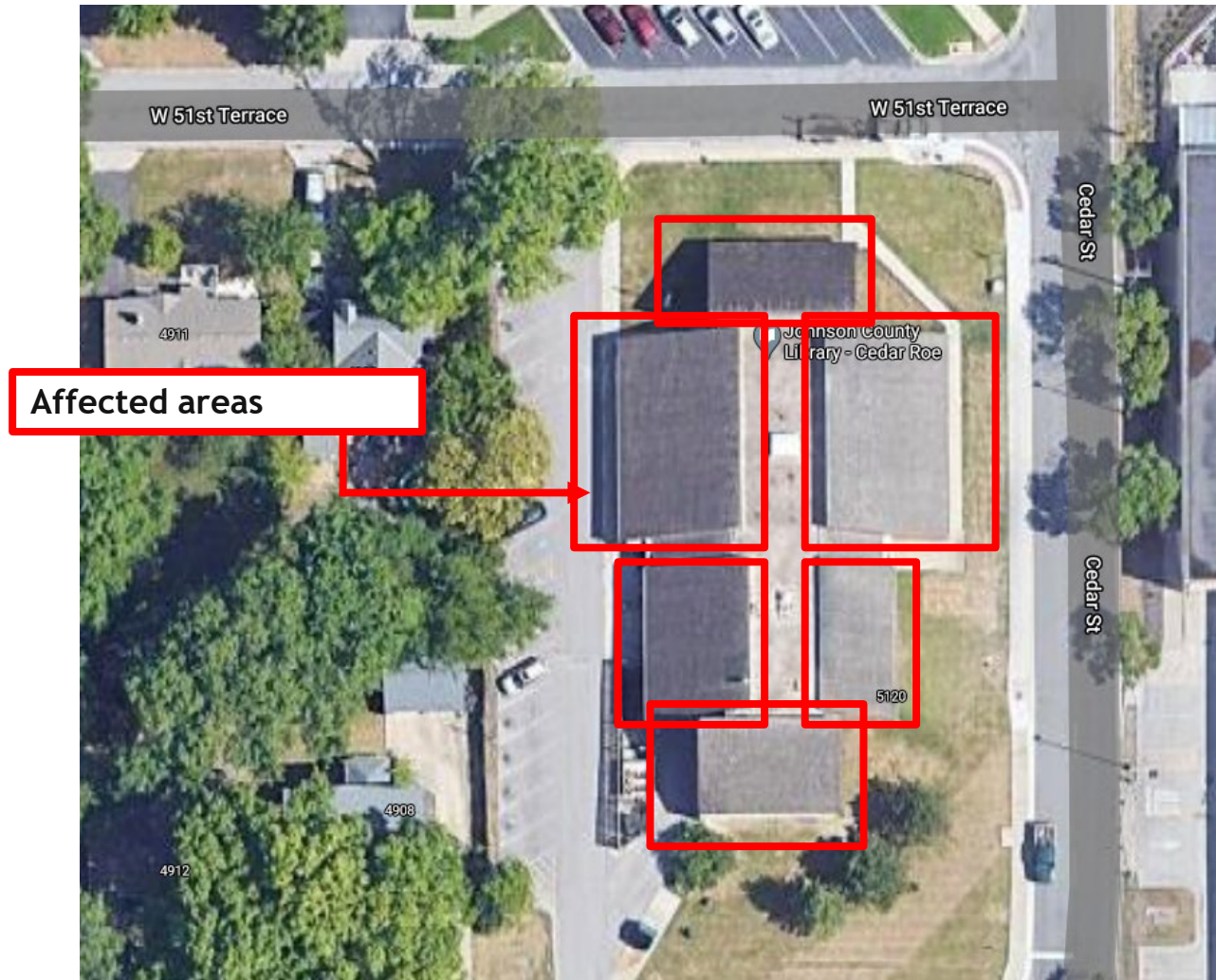
Funding Review: These funds have been allocated in the approved Capital Replacement Plan.

Recommendation: Authorize a contract with 435 Roofing for replacement of the sloped portion of the roof at the Cedar Roe Library, for a total amount not to exceed \$142,435.00 per Invitation for Bid (IFB) 2021-041.

Suggested Motion: I move to authorize a contract with 435 Roofing for replacement of the sloped portion of the roof at the Cedar Roe Library, for a total amount not to exceed \$142,435.00 per Invitation for Bid (IFB) 2021-041.

Attachments: Overhead map showing affected areas, Recommendation letter from RTI Consultants.

Cedar Roe: Sloped Roofing Replacement





May 5, 2021

Sean Hendrix, Architect, LEED^{ap}
Library Architectural Project Manager
Johnson County Facilities Management
111 S. Cherry Street, Suite 2100
Olathe, KS 66061

Re: Cedar Roe Library

Mr. Hendrix,

RTI Consultants has reviewed the bids received on May 5, 2021 for the above referenced roof replacement project.

Based on our understanding of the project, our evaluation of the bids received, and our verbal conversation with Brian Kramer with 435 Roofing, we recommend acceptance of the bid from 435 Roofing for a total contract amount of 142,435.00.

If after your review of this information you have any questions please contact our office.

RTI Consultants, Inc.

Mike Gerstner/Principal

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Sixth day of May in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Board of Directors of the Johnson County Library of Johnson County Kansas
9875 W 87th St.
Overland Park, Kansas 66212

and the Contractor:

(Name, legal status, address and other information)

435 Roofing Inc.
9265 Flint St.
Overland Park, Kansas 66214
Brian Kramer – brian@435roofing.com - 913-579-0718

for the following Project:

(Name, location and detailed description)

Johnson County Library - Cedar Roe Library – Sloped Roofing Replacement
IFB #2021-041
5120 Cedar St
Roeland Park, Kansas 66205

The Architect OR the Engineer, hereinafter the Architect:

(Name, legal status, address and other information)

RTI Consultants, Inc.
C/o Mike Gerstner
22117 W. 83rd Street
Lenexa, Kansas 66227
(913) 649-6565

Whenever the terms "Architect" or "Architect's" appear in the provisions or headings of the Contract Documents, such terms shall be replaced with "Consultant" or "Consultant's", respectively, as the case may be. This change shall apply to all forms of the terms, unless otherwise indicated, or unless such change would render the meaning of the context of the specific provision or heading thereof nonsensical.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

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6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
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13	CHANGES IN THE WORK
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20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

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☒ A date set forth in a written notice to proceed issued by the Owner to the Contractor.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: **June 20, 2021**

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Forty Two Thousand Four Hundred Thirty Five Dollars and 00 Cents (\$ 142,435.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
½" OSB Roof Decking	(1) 4x8 Sheet - 32 SF	\$70

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
Unforeseen Damage relating to roof substrate	\$10,000.00

§ 3.3 Cost of the Work Plus Contractor's Fee
(Paragraphs deleted)
Intentionally Omitted

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
Intentionally Omitted

§ 3.5 Liquidated damages, if any:
(Paragraphs deleted)

(Insert terms and conditions for liquidated damages, if any.)

(Paragraphs deleted)

The Owner and Contractor recognize that time is of the essence of this Agreement and that if the Contractor does not achieve Substantial Completion within the time specified in Article 2 of the Agreement, plus any extensions thereof allowed in accordance with the Contract Documents, the Contractor shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for delay, but not as a penalty, for each and every calendar day that expires following the time specified in Article 2: TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00).

(Table deleted)

(Paragraphs deleted) ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment including all supporting documentation, properly submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 An Application for Payment shall be submitted by the Contractor no later than the first day of the month. Payment of amounts due to the Contractor from the Owner, except retainage, shall be made within thirty (30) days after the Owner receives a certified, properly completed, undisputed request for payment according to the terms of the Agreement, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within forty-five (45) days after Owner receives payment request.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

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Five percent (5%) of the amount of each Application for Payment retained until final completion and acceptance of all Work covered by the Contract. If during the course of performance of the Work, the Owner determines that a higher rate of retainage is required because the Contractor has failed to meet the terms of the Agreement, is not performing according to the Construction Schedule, shows poor workmanship or other issues, the Owner reserves the right to increase the retainage amount up to, but not exceeding, ten percent (10%) of the value of the Agreement.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

18 % per annum

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1;
- .4 the Contractor has submitted a final Release of Claims, certifying that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- .5 the Contractor has submitted a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- .6 the Contractor has submitted a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- .7 consent of surety, if any, to final payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final approved Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, as modified, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

Init.

§ 6.1.3 INTENTIONALLY OMITTED

(Table deleted)

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to the Project Manual

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
[Cover]	[Cover]	April 2021
A101	Roof Plan	April 2021
A102	Details	April 2021
A103	Details	April 2021

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
01	4-30-2021	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

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- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Invitation For Bid, Bid Request No. 2021-041
 Executed Bid Bond
 Executed Performance Bond
 Executed Statutory Bond to the State of Kansas

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this modified Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract, together with the performance bond, statutory bond, and maintenance bond, if any, represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.3.1 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and by the Owner's own forces, including persons or entities under separate contracts not administered by the Contractor.

§ 7.3.2 Knowledge

The terms "knowledge", "recognize", and "discover", their representative derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 7.3.3 Persistently

The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 7.3.4 Provide

When the word "provide" including derivatives thereof is used, it shall mean to properly fabricate, transport, deliver install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants, if any, under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, photographs, digital media, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants, if any, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants', if any, reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants, if any.

§ 7.6 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 Building Information Models Use and Reliance INTENTIONALLY OMITTED

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 INTENTIONALLY OMITTED

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and

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covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 INTENTIONALLY OMITTED

§ 8.1.2 Unless otherwise provided for in the Contract Documents, the Owner shall, upon the written request of the Contractor, furnish or make available surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site; provided, however, the Owner makes no representation as to the accuracy of any such information provided to the Contractor under the provisions of this Section and the Contractor shall be required to verify the accuracy of any such information furnished by the Owner and report back to the Owner within five (5) calendar days of any omissions, errors, or inconsistencies in the furnished information discovered by the Contractor.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. If payments then or thereafter due are insufficient, the Contractor shall pay the difference to the Owner.

§ 8.4 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information, if any, furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the

Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor, Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

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

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and all other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation and consultation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay any and all sales, consumer, use, and other similar taxes for the Work or portions thereof provided by the Contractor which are not otherwise exempt from taxation by the laws of the place where the Project is located.

§ 9.5.1 Following execution of the Agreement, the Owner shall provide the Contractor with a Kansas State Sales Tax exemption Certificate number issued by the Kansas Department of Revenue to be used by the Contractor as allowable for sales of tangible personal property services purchases by the Contractor for the Work or portion thereof. The Contractor shall furnish the number of such certificate to all suppliers from whom purchases are made, and such suppliers shall execute invoices covering same bearing number of such certificate. All such invoices shall be held by the Contractor for a period of five (5) years from the date of such invoices and shall be subject to an audit by the Kansas Director of Revenue.

§ 9.5.2 Upon completion of the Project, the Contractor shall file with the Owner a notarized statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailer's State Tax and

Kansas Compensating Use Tax.

§ 9.5.3 The Contractor shall assume responsibility and be liable for the proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for correction of such Work and shall bear the costs, losses and expenses attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval a Baseline Schedule for the Work. Thereafter, the Construction Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent approved Construction Schedule submitted to the Owner and Architect.

§ 9.8.3 Should the updates to the Construction Schedule show the Contractor to be twenty (20) or more calendar days behind the Baseline Schedule at any time during the construction, the Contractor shall work with the Owner and Architect to prepare a recovery plan for returning the Project to a completion within the current Final Completion Date. The Owner reserves the right to withhold payments to the Contractor until a reasonable recovery plan is submitted and accepted by the Owner. All costs associated with the preparation of the recovery plan shall be the Contractor's responsibility unless the delay was caused by reasons beyond the control of the Contractor.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's Baseline Schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 10.6. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 9.9.3 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 9.9.4 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 9.9.5 Electronic Documentation submittals: The Contractor shall submit electronic data in accordance with Exhibit B, Standards for Delivery of Electronic Document Information.

§ 9.9.6 INTENTIONALLY OMITTED

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared or made available by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished in writing to the Architect and the Owner.

§ 9.15 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner or Contractor disputes the Architect's recommendation, either party may proceed as provided in Article 21.

(Paragraphs deleted)

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§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and their respective officers, consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to lost revenues or profits and attorneys' fees, arising out of or resulting from the Contractor's failure or refusal to perform the Work required by the Contract Documents, or arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or damage or destruction of property, personal or real, including loss of use resulting therefrom, caused in whole or in part by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.16.1. The Contractor's obligation to indemnify and hold harmless the Architect shall apply only to the extent that the Owner's agreement with the Architect contains a reciprocal indemnification and hold harmless provision protecting the Contractor.

§ 9.16.2 In claims against any person or entity indemnified under this Section 9.16 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.16.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative during construction, until the conclusion of the one year warranty period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect shall visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent Construction Schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, provided, however, the Architect shall be responsible for promptly notifying the Owner of the failure of the Contractor, Subcontractors, or any other persons performing any of the Work, in failing to use proper construction means and method, techniques sequences, procedures, safety precautions and programs, but only to the extent the Architect becomes aware of, or should, exercising due professional diligence, be aware of the same, and shall also promptly notify the Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 9.2, 9.4 and 9.9. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 INTENTIONALLY OMITTED

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the names of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award contracts with Separate Contractors in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.1.1 The Owner shall require his own forces and his separate contractors to coordinate their activities with the Work of the Contractor, who shall cooperate with them.

§ 12.1.2 The Contractor shall participate with other separate contractors and the Owner in coordinating their construction schedules with the Baseline Schedule and the Construction Schedule. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead (of not more than 10% maximum) and profit (of not more than 5% maximum), unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 INTENTIONALLY OMITTED

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

The Contract Time will not be extended due to normal inclement weather. The Contractor shall include in all schedules an allowance for calendar days, for which, according to historical data in the location of the project, work

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subject to normal inclement weather cannot be performed.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and Owner, before the first Application for Payment, and if necessitated by Change Orders, updated from time to time thereafter, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect and Owner. This cost loaded schedule of values, when and only when approved in writing by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Additionally, with each Application for Payment, the Contractor shall submit the current Construction Schedule including updated cost loading reflecting all changes to date to the Cost of the Work.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved in writing by the Architect in accordance with the Contract Documents.

§ 15.4 Certificates for Payment

§ 15.4.1 Procedure:

- .1 At least seven days (7) before the date established for each progress payment submittal, the Contractor shall submit to the Architect and Owner, a draft of the Application for Payment for operations completed in accordance with the most recently approved schedule of values as required under Section 15.1, for completed portions of the Work. The application shall be notarized, shall reflect retainage provided for in the Contract Documents and be supported by such data substantiating the Contractor's right to payment as the Owner or Architect require, including but not limited to, requisitions from Subcontractors and material suppliers and properly executed Release of Claims forms.
- .2 Such application shall be accompanied by monthly releases of claims by the Contractor, Subcontractors and selected material suppliers whose work coincides with the application for payment and cost loaded schedule of values. Failure on the part of the Owner or Architect to enforce this requirement either at any single time or repeatedly during the course of the Project shall not constitute or be deemed a waiver on the part of the Owner or Architect thereafter to enforce this requirement upon the Contractor.
- .3 At least four (4) days before the date established for each progress payment submittal, the Owner, Architect, and Contractor shall meet to review the submitted draft. The parties shall resolve any questions or concerns raised. The contractor, based on the outcome of the meeting, shall adjust his draft Application for Payment accordingly and submit a notarized, signed Application for Payment to the Architect.
- .4 The Architect shall date stamp the signed application upon receipt. If it is in accordance with outcomes decided in Section 15.3.4 and all other provisions of this Contract, the Architect will, within two (2) business days, issue to the Owner a Certificate for Payment, with a copy to the Contractor. If it is not in accordance, the Architect shall notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means,

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methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 INTENTIONALLY OMITTED

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) business days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Notwithstanding anything in the Section 15.5.1 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor of any tier, (ii) obligations from the Owner to such subcontractor, or (iii) rights in such subcontractor against the Owner. Further, to the extent permitted by law, any disputes between the Contractor and subcontractor shall not affect the contract time or cost between the Owner and Contractor.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 INTENTIONALLY OMITTED

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Receipt of Electronic Documentation submittals in accordance with Exhibit B, Standards for Delivery of Electronic Document Information shall be a condition of utilizing the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Receipt of Electronic Documentation submittals in accordance with Exhibit B, Standards for Delivery of Electronic Document Information shall be a condition of determining that the Work has been completed in accordance with terms and conditions of the Contract Documents.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor, and equipment or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

§ 16.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractor, or a Sub-subcontractors;

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 16.1.2 The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 16.1.4 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 16.1.5 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and immediately notify the Owner and Architect within twenty-four (24) hours maximum by phone or email in writing of the condition. When the material or substance has been rendered harmless by an authority of the Owner's choosing, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional and incurred costs of shutdown, delay, and start-up, if any.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2, except to the extent that the cost and expense are due to the Owner's fault or negligence

§ 16.2.4 If, without negligence on the part of the Contractor or breach of relevant provisions of the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material

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or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.5 HOT WORK PERMITS Contractor shall utilize and provide certification that all "Hot Work" associated with demolition and renovation, and new construction is being monitored by use of Factory Mutual Hot Work Permits.

§ 16.2.6 RED TAG SYSTEM Contractor shall utilize the Factory Mutual Red Tag System at all times when the fire protection equipment is taken out of service. The Owner shall be advised at least twenty-four (24) hours prior to all times when the fire protection equipment is impaired or out of service.

§ 16.2.7 MATERIAL, EQUIPMENT AND QUALITY ASSURANCE Systems and components used in the construction of the Work shall be Factory Mutual Engineering and Research (FMER) listed and labeled.

§ 16.2.8 Contractor shall perform all Work in accordance with the most current edition of the NFPA 70e Standard for Electrical Safety in the Workplace. Perform arc flash hazard analysis, prepare and submit written report to Owner and install labeling in compliance with Article 130 of NFPA 70e.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall carry and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall carry and maintain in force for the duration of the Contract the insurance required by this Agreement, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Article 17.1.2 of the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.16. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) Owner, specifically" the Johnson County Library", Johnson County, Kansas and their respective officers, Commissions, Agencies and employees, , " and the Architect and the Architect's Consultants as Additional Insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and during the Contractor's completed operations. The Additional Insured requirement, as to the Board of County Commissioners, shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the Owner and Contractor under this Contract. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000) each occurrence, two million (\$ 2,000,000) general aggregate, and two million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

ISO Form CG0001 or its equivalent with no amendments to the definition of an insured contract including Premises and Operations; Products and Completed Operations Liability; and Contractual Liability. The Liability insurance shall include Blasting, Explosion, Collapse, and Underground coverage.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor, hired by the Contractor, and non-owned vehicles used by the Contractor, with policy limits of not less than one million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 **Umbrella (Excess) Liability:** To be provided over the primary general liability; automobile liability and employers' liability insurance policies with policy limits of not less than two million (\$2,000,000) per occurrence and two million (\$2,000,000) Aggregate

§ 17.1.6 **Workers' Compensation and Employer's Liability:**

- A. Statutory Workers' Compensation including an all states endorsement
- B. Employer's Liability (E.L. and Disease):
 - i. Bodily Injury by Accident \$500,000 Each Accident
 - ii. Bodily Injury by Disease \$500,000 Policy Limit
 - iii. Bodily Injury by Disease \$500,000 Each Employee

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or possible release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1.

The Board of Directors of the Johnson County Library and the Board of County Commissioners, Johnson County, KS, and their officers, Commissions, Agencies and employees shall be named as Additional Insured, on a primary and non-contributory basis, under the Commercial General Liability policy. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract.

Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Johnson County Library
Board of Directors of the Johnson County Library
And Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager

Init.

The full description of the work to be performed, bid/project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

§ 17.1.11 The Contractor understands and agrees that any insurance or self-insurance maintained by the Johnson County Library, the Board of Directors of the Johnson County Library and Board of County Commissioners of Johnson County, Kansas and their respective officers, Commissions, Agencies and employees, shall apply in excess of and not be contributory with any insurance or self-insurance maintained by Contractor.

§ 17.1.12 The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Article, Certificates of Insurance have been submitted to Owner and such insurance has been approved by the Owner. Evidence of continuing coverage for the Contractor or for a Subcontractor or anyone directly or indirectly employed by any of them shall be mailed to Certificate Holder, within five (5) days of renewal or replacement.

§ 17.1.13 All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective work as provided by these Contract Documents. In addition, the Contractor shall maintain such commercial general liability and completed operations insurance for the statute of repose and furnish the Owner with evidence of continuation of such coverage. Certified copies of all insurance policies shall be provided to Owner, upon Owner's request.

§ 17.1.14 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.15 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies, including Owner's self-insured retentions, and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.16 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.17 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

Init.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

(Table deleted)

(Paragraphs deleted)

§ 17.3 Property Insurance

§ 17.3.1 Unless otherwise provided for in this Agreement, the Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Kansas, property insurance written on a builder's risk "all-risk" completed value or equivalent policy form in the amount of the initial Contract Sum plus the total value of the entire Project on a replacement cost basis subject to the Owner's policy deductible. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3 to be covered, whichever is later. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.3.2 Upon Substantial Completion, the Owner, at Owner's sole discretion, may require Contractor to continue the insurance required by Section 17.3.1 or replace the insurance policy required under Section 17.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.3.3 If the insurance required by this Section 17.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for payment of the deductible or self-insured retention, which shall not exceed Five Thousand Dollars, (\$5,000) per occurrence, and shall not be reimbursable by Owner or included in Article 3, Contract Sum.

§ 17.3.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.3.5 Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.3 and, upon the Owner's request, provide a copy of the property insurance policy or policies required by this Section 17.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.3.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.3, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. At Owner's sole discretion, upon receipt of notice from the Contractor, Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Contractor or the Owner. The Contract Time and Contract Sum shall be equitably adjusted. The Contractor waives all rights against the Owner, Subcontractors, and Sub-subcontractors to the extent any loss to the Contractor would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 17.3.7 Waiver of Subrogation

§ 17.3.7.1 The Contractor and Owner waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this

Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor and Owner, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.3.7.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.3.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, and if not caused by the negligence of Contractor, the Owner waives all rights in accordance with the terms of Section 17.3.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor, as fiduciary, and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay the Owner and Architect their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, the Owner and Architect shall make payments to their consultants and Subcontractors in similar manner.

§ 17.3.9 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.4 Bonds

§ 17.4.1 The Contractor shall furnish a Performance Bond and Statutory Bond on forms supplied by the Owner and contained in the Bidding Documents in amounts each equal to one hundred percent (100%) of the initial Contract Sum as well as subsequent modifications thereto. Such bonds shall be executed by a surety company authorized to do business in the State of Kansas and require the appointment of a Kansas Resident Agent. The Statutory Bond shall be filed with the Clerk of the District Court of Johnson County, Kansas and receipt of filing furnished to the Owner. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.4.2 INTENTIONALLY OMITTED

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless otherwise provided in the Contract Documents

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor an express written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 **UNCOVERING WORK** If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 18.6.1 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner Shall be responsible for payment of such costs.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

The Contractor shall not assign the Contract without written consent of the Owner.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the state of Kansas.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Sean Hendrix, Project Manager
Johnson County Facilities Management
111 South Cherry Street, Suite 2100
Olathe, Kansas 66061
913.715.1135
sean.hendrix@jocogov.org

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Brian Kramer, Vice President of Sales
435 Roofing
9265 Flint St.
Overland Park, Kansas 66214

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 The following provisions shall apply to this and all resulting contracts and subcontracts with and between all contractors, subcontractors, vendors, and /or suppliers connected with this Project, except (i) those whose contracts with the Owner cumulatively total five thousand dollars (\$5,000) or less during the Owner's fiscal year or (ii) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this contract.

.1 The Contractor shall observe the provision of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and amendments thereto, and the applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and amendments thereto and shall not discriminate against any person in the performance of work under present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.

.2 In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights ("Commission");

.3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract, and it may be canceled, terminated or suspended, in whole or in part, by the Owner; and

.4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act or the ADA under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract, and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.

§ 19.8 Notwithstanding anything to the contrary contained in this Contract or represented by either party to the other or by the Architect to either the Owner or Contractor, the Contractor warrants that each and every chemical substance or product offered, sold, handled, or used for the Work under this Contract, or otherwise, transferred by the Contractor to officers, employees, agents or authorized representatives of the Owner as the date of such offer, sale, transfer or use shall comply with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200.

§ 19.9 Right to Examine and Audit Records, Contract Change Order Procedures; Overcharges.

§ 19.9.1 The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to, and the right to examine and audit, any and all books, documents, papers and records (collectively the "Records") of the Contractor involving transactions related to the contract (the "Contract") between the Owner and Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder. Such Records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers (collectively the "payee(s)") to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee(s). Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such Records. The Owner's right to examine and audit any and all Records hereunder shall survive termination of the Contract.

§ 19.9.2 The Contractor agrees to follow the quality control change order processing system (the "System") utilized by Architect and Owner to ensure that any and all Contract change orders or Contract modifications (collectively the "Change Order(s)") that may be necessitated and result during the course of the performance of work or services rendered (the "Work") pursuant to, and under the requirements of, the Contract are warranted and properly processed.

The System shall serve as a means for Owner and Contractor representatives to ensure the propriety, justification and timeliness of the Change Order(s), and bill documentation to enable the parties to examine how the price was determined, reviewed, evaluated, negotiated, and accepted or rejected.

§ 19.9.3 The Contractor agrees that if at any time following thirty-six (36) months of termination of the Contract (the "audited period"), an audit performed by or for the Owner hereunder of the Records and/or Change Order(s) pertaining to, or in connection with, the Work and/or the Contract reveals that any overcharges were paid by the Owner and were attributable to any error, omission, negligence, misrepresentation, or willful act on the part of the Contractor, or any of its officers, employees, subcontractors, agents or payees, then the Contractor, or any of its assigns or successors shall, within thirty (30) days of receipt of written notice from the Owner, refund upon demand, and be and remain liable to the Owner for payment of, any such overcharges revealed, including interest thereupon, for the audited period, as well as any and all out-of-pocket costs incurred by the Owner with the respect to conducting the audit and collecting the overcharges. Neither shall the making and acceptance of final payment under the Contract nor the termination of the Contract constitute a waiver of any claim on the part of the Owner to make demand upon the Contractor for any such overcharges and related costs thereto; provided, further, that any such demand of the Owner made upon the Contractor shall not be subject to claims and disputes procedural requirements or provisions, if any, of the Contract, but shall remain a continuing obligation of the Contractor until satisfied.

§ 19.10 Definitions:

Baseline Schedule – a cost loaded schedule defining all submittals and all significant construction activities and milestones necessary for the commencement and Final Completion of the Work by the Contractor or Construction Manager (if retained) and the work of the Owner's own forces and separate contractors. The Baseline Schedule shall be prepared by the Scheduling Consultant, Contractor, or Construction Manager (if retained) and shall be mutually accepted by the Owner, Architect and Contractor or Construction Manager (if retained) prior to issuance of a Notice To Proceed.

Construction Schedule – Originating from the Baseline Schedule, including cost loading and updates to reflect change in the Cost of Work, and modified by the Contractor or Construction Manager (if retained) as they deem necessary to perform the Work thereafter, however, increases in time to achieve: 1) milestones, 2) completion of phases, 3) Substantial Completion or 4) Final Completion, shall require approval through the Claims and Disputes process identified in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor, as modified. If a Scheduling Consultant is responsible for maintaining and modifying the Construction Schedule, the Contractor or Construction Manager (if retained) shall provide all necessary information to the Scheduling Consultant so that he can perform his duties.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor an accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 INTENTIONALLY OMITTED

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

§ 20.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

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

§ 20.3.2 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs reasonable incurred by reason of such termination, along with reasonable overhead and profit thereon.

§ 20.3.3 Upon termination by a court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 as wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to the Section 20.3 and the provisions of this Section SC 20.3 shall apply.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 20.4.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
(Paragraph deleted)

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

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred to the Architect for initial decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall require an initial decision by the Architect as a condition precedent to binding dispute resolution. Unless the Architect and all affected parties agree, the Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 21.2 Notice of Claims

§ 21.2.1 INTENTIONALLY OMITTED

§ 21.2.2 INTENTIONALLY OMITTED

Init.

§ 21.3 Time Limits on Claims
INTENTIONALLY OMITTED

§ 21.4 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

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

§ 21.6 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will render an initial decision.

§ 21.7 The Architect will render an initial decision that either rejects or approves the Claim in whole or in part. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 21.8 Either party may, within 30 days from the date of an initial decision, file for binding dispute resolution within 60 days of the initial decision. Failure to demand binding dispute resolution within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor, and shall result in a waiver by both parties of their rights to pursue binding dispute resolution proceedings with respect to the initial decision

§ 21.9 INTENTIONALLY OMITTED

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11

(Paragraphs deleted)

INTENTIONALLY OMITTED

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

OWNER (Signature)

Board of Directors of the Johnson County Library,
Bethany Griffith, Chair

(Printed name and title)



CONTRACTOR (Signature)

435 Roofing, Brian Kramer, Vice President of Sales

(Printed name and title)

Attest:

Init.

APPROVED AS TO FORM:

Fred J Logan Jr.
Counsel to the Board of Directors of the Johnson County Library

Init.

/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sean Hendrix, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:58:51 ET on 05/06/2021 under Order No. 3796044083 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

JCL ARCH. PROJECT MANAGER

(Title)

5.7.21

(Dated)