



**Board Report
February 12, 2026**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, FEBRUARY 12, 2026

Central Resource Library
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [YouTube Channel](#), 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 kangethep@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board and be made part of the record prior to the meeting.

I.	Call to Order	
	A. Pledge of Allegiance	
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5. Consideration of 2027-2031 Capital Improvement Plan (CIP) Submission.....	86
6. Consider authorizing a contract with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) to provide Comprehensive Library Master Planning Services, as described in RFP 2025-044.....	100

B. Information Items

1. Financial and Personnel	
a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for December 2025 were handled in accordance with library and County policy.	
b) The December 2025 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.....	145
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VI. Old Business

VII. New Business

A. Information Item: Consideration of Renewal of Communications Term and Supply, Elissa Andre, Marketing & Communications Manager.....	146
B. Information Item: Consideration of Approval of expenditure authority for Zones, LLC. for Johnson County Library's Microsoft Renewal for 2026 and 2027, Michelle Beesley, IT Manager.....	148
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E. Information Item: Consideration of Construction Contract for Gardner roofing and building envelope, Scott Sime, Project and Events Manager.....	221

VIII. Executive Session: Property Acquisition

IX. Executive Session: Attorney Client Privilege

X. Executive Session: Personnel Committee

XI. Adjournment

PUBLIC COMMENTS

February 2026

January 6, 2026

What is the status of the Corinth Library in Prairie Village?

Edward Boersma

January 24, 2026

I'm writing as a parent and regular patron to request reconsideration of the Unattended Children and Parental Responsibility policy. I understand the policy is to protect children and the library, I share that goal. However, requiring that caregivers remain "in the immediate vicinity and in sight" of children aged 7 and under limits age-appropriate autonomy that is essential to healthy child development.

Children build independence, self-regulation, and confidence by practicing in structured, low-risk environments while a responsible adult remains accountable. Libraries are especially well suited for this. I am not saying children under 7 to be left unattended or staff take a supervisory role. Parents should remain fully responsible, and staff should have no caregiving responsibility. The Saint Louis and L.A. County Libraries keep parental responsibility without continuous visual supervision.

There are several studies and books that support this position that I can share if helpful.

Rachelle

February 2, 2026

My group held a meeting tonight at the Gardner Public Library. When I booked the meeting room, I was told that all meetings had to be open to the public. No problem with that, but what I do have a problem with is being told that we had to allow a man in who had obscene and hateful signs into our meeting. He disrupted our meeting for most of the night without any consequence. This meeting was attended by young children and another vulnerable population. This was not a safe space for any of us. We held this meeting with the intention of helping build a safety net for some of the most vulnerable people in the community and yet we became victims.

If the library is not a safe space, then it needs to be stated that it is not. I would have arranged for safe accomodations to protect our group from experiencing bullying and harassment.

The staff did everything they could to help us. Thank you staff members!!!!
It is now up to the board to do something.

Barbara Williams

PUBLIC COMMENTS

February 2026

February 3, 2026

I am 71 and concerned I will not live to see a decision—let alone a replacement—for the Corinth Library. I helped open this branch as a child in the early 1960s. I understand the realities: Corinth is landlocked, partnerships with the City failed. I have read the Comprehensive Plan, Board meeting notes & the adjournment to consider land acquisition. I am paying attention. What I cannot accept is the silence. You don't tell us anything. When you are 71, delay is not abstract. "In five or ten years" is not a planning horizon; it is a narrowing window. The slow grind of indecision has a real human cost, borne most heavily by older adults who rely on physical library spaces for connection, learning, and continuity. And I realize we are NO LONGER an important audience to the Board. Please do not let Corinth become the library that everyone agrees is important but no one acts on. Many of us are still here. We are still paying attention. And we are running out of time. Thank you, Marsha

February 3, 2026

Dear Members of the Library Board,

I am writing as a Gardner community member and frequent library user to express concern about the current public room reservation policy and to request that it be reviewed with safety in mind.

Yesterday, I attended a workshop in a library meeting room when a known agitator entered displaying inappropriate signage and behaving in a confrontational manner. This was an all-ages event, and children were present. The situation was upsetting and raised serious safety concerns for attendees.

Staff responded quickly, professionally, and with care for those in the room. Their support helped de-escalate a difficult situation, and I am grateful for their presence and actions.

However, this incident highlights a gap in policy that leaves event hosts, attendees, and staff vulnerable to disruption and intimidation. I respectfully ask the board to consider allowing private or restricted-access.

Thank you,

Aleks Nokes

PUBLIC COMMENTS

February 2026

February 4, 2026

Dear Members of the Library Board,

I am writing to express concern about the current policy that allows unrestricted access to conference rooms during meetings that have been formally reserved.

When a room is booked for a specific group or purpose, participants should be able to meet without interruption or the presence of individuals who are not part of the meeting. Allowing anyone to enter a reserved space raises concerns about safety, privacy, and the ability to conduct productive discussions.

I respectfully ask the Board to review this policy and consider clearer guidelines that protect the integrity of reserved meetings, and the people attending, while still honoring the library's commitment to public access.

Thank you for your time and consideration.

Sincerely,

Kristen Schultz

III. Remarks

A. Members of the Johnson County Library Board of Directors - Charles McAllister



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Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library
February 2026

Library Advocacy

Friends staff continue to **actively monitor state and federal legislative activity** with potential implications for public libraries, including funding streams, governance authority, and intellectual freedom. We are engaged with partner organizations and Library leaders to stay informed and respond as needed.

Given the pace of legislative developments, we focus on identifying emerging risks and opportunities rather than announcing individual bills through external communications *unless action is required*. As developments evolve, we remain ready to move and **activate our membership** to ensure our community is informed, engaged, and able to make their voices heard through appropriate, nonpartisan channels.

The Book Nook

The Friends of Johnson County Library Book Nook turns a year old on Sunday, February 15! Stay tuned to our Facebook and Instagram feeds to find out more about how we plan to celebrate.

Speaking of celebrations, I'm especially proud to share that Book Nook's customer service feedback rating for 2025 is **98.1%**. This reflects the thoughtfulness, care, and consistency our staff and volunteers bring to their work every single day.

70 Years

Founded on February 6, 1956, Friends of Johnson County Library will mark its **70th anniversary** this year. This milestone offers a meaningful opportunity to reflect on seven decades of community support for Johnson County Library, as well as the evolving role Friends have played in advocacy, fundraising, and stewardship. Over the coming months, we will both celebrate this history and thoughtfully consider how it informs our work ahead.

Respectfully submitted,

Shanta Dickerson (she/her)
Executive Director
Libraries for all. All for libraries.



Monthly Report
of the Johnson County Library Foundation
to the Board of Directors of Johnson County Library
Shelley O'Brien, Executive Director
February 2026

Planned gift donation from the Pentecost Family

This month, the Johnson County Library Foundation received over \$200,000 from Edith "Lee" Pentecost and her family for the purchase of DVDs and classical music CDs in our collection. This limited endowment will add funding for the next 6 to 7 years for our materials collection department to expand our availability of these materials. We want to thank the Pentecost Family for their love and support of Johnson County Libraries.

Library Lets Loose Committee – Recruitment of 2026 members

Every year, Library Lets Loose is led by an extraordinary group of volunteers who plan "Night of" decor and auction items. This year we are looking for additional people to join our volunteer ranks. If you are interested or know someone who might be interested, please contact Shelley O'Brien at obriens@jocolibrary.org.

Why do we go to chamber events in Johnson County?

In the last couple weeks, several people have asked me why we spend time at chamber and other networking events in Johnson County. Is this a good investment of our time and resources?

It is always a great idea to review our time and resources, in fact, we do it every year. The Johnson County Library invests in local chamber events and networking to be more involved in the business community. From a Foundation perspective, this is a great way to meet corporate donors to sponsor events like Library Lets Loose. We believe that a great library system is just as important as a great school district, healthcare system, and parks to attract and keep national companies in Johnson County. Many corporate leaders agree and invest in our Foundation to show their commitment to community growth.

From the outreach perspective, it is great to remind the business community that we have resources they may use, including meeting rooms, computers, internet, copy machines, business books and magazines, one-on-one meetings with a librarian for research, and many business databases. Especially if you are a small or start-up business or someone working from home, the Library has a lot of resources for your use, and you can use a branch library like a business center at no charge.

In addition, we love to answer questions about the Library. By far, the most popular question is, "How do I sign up and use Libby?" We are happy to show people this wonderful resource. Additionally, if you don't have a young child in your home, it's a great reminder that we have resources and programs for people of all ages.



Monthly Report of the
Volunteer & Friends Engagement Coordinator to the
Board of Directors of Johnson County Library
February 2026

KLA Advocacy Day

On Tuesday, January 27th, a cohort of 18 Friends members, volunteers, and staff attended the Kansas Library Association Advocacy Day in Topeka. This was an opportunity for us to meet with local state House and Senate members to talk about the importance of libraries in our state. Topics included asking elected officials to strengthen the State Library of Kansas by restoring funding, upholding the Kansas Right to Read, and allowing local communities to continue to appoint their board members. We look forward to welcoming many of these elected officials for the Library's annual Legislative Coffees this spring. This popular library program allows representatives to share through a public forum what bills are happening in the capitol this session.

Volunteer Appreciation

Volunteer appreciation at the Library is a year long event. Planning is underway for multiple ways to communicate with volunteers on an ongoing basis as well as to share appreciation in little and big ways. Recognizing volunteers is an important part of the volunteer retention process. Our biggest event of the year is our annual volunteer appreciation week which is planned by a group of volunteers and staff. Mark your calendars for our annual volunteer appreciation luncheon on Friday, April 17th from 11:30 am to 1:00 pm at Central Resource Branch.

Digital volunteering

Digital volunteering, sometimes referred to as virtual volunteering, is volunteering through technology. Three popular digital volunteer opportunities at our Library include teaching English language learners online, book reviewing on our website, and testing puzzles for the Friends of Johnson County Library. These volunteer opportunities allow volunteers to share their skills in more flexible ways. We currently have 415 volunteers registered for digital volunteer opportunities. In 2025, digital volunteers contributed 5,953 service hours.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
December 2025
100% of Year Lapsed

OPERATING FUND

	2025
	Programs
	Budget
Revenue	6,079,665
Administrative Services	290,970
Information Technology	5,985,047
Collection Development	Interfund Transfers
Branch/Systemwide Services	Transfer to Capital Projects
Transfer to Capital Projects	\$6,276,017
Interfund Transfers	(\$196,352)
TOTAL OPERATING FUND EXPENDITURES	<u>\$6,276,017</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u>(\$196,352)</u>

SPECIAL USE FUND

	2025
	Budget
Revenue:	3,486,675
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	159,141
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	3,131,182
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,290,323</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u>\$196,352</u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u>\$0</u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

December 2025

100% of Year Lapsed

REVENUE ALL FUNDS	2025 Year to Date	2025 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	47,130,740	48,673,540	97%	97%
Ad Valorem Delinquent	(18,915)	297,300	-6%	87%
Motor Vehicle	3,681,342	3,587,813	103%	103%
Library Generated - Copying/Printing	83,933	108,206	78%	74%
Library Generated - Fees	45,616	42,000	109%	204%
Sale of Library Books	12,447	50,000	25%	28%
Misc Other	40,863	18,703	218%	39%
Reimbursements	958,343	791,000	121%	105%
Library Generated - Other Charges	0	0	0%	0%
Investment	1,714,356	825,000	208%	146%
Unencumbered Balance Forward	0	926,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Sale of Capital Assets	3,930,000	0	0%	0%
Recreational Vehicle Tax	22,073	14,995	147%	130%
Commercial Vehicle Tax	69,333	64,835	107%	103%
Heavy Trucks Tax	3,984	4,557	87%	98%
Rental Excise Tax	68,034	70,464	97%	101%
Payment in Lieu of Taxes	407,844	0	0%	0%
State and Federal Grants	165,810	273,607	61%	49%
TOTAL REVENUE	58,315,802	55,748,020	105%	91%

Expenses ALL FUNDS with Collection

Encumbrance	2025 Categories	2025 Year to Date	% Categories Budget	% Categories Expended
Salaries and Benefits	28,484,745	29,358,440	97%	
Contractual Services	4,888,422	7,654,967	64%	
Commodities	4,345,951	5,386,244	81%	
Risk Management Charges	261,466	261,286	100%	
Capital / Maintenance / Repair	6,015,947	5,985,047	101%	
Transfer to Capital Projects	3,131,182	3,127,170	100%	
Grants	167,989	273,607	61%	
Interfund Transfer	3,701,259	3,701,259	100%	
TOTAL EXPENDITURES	50,996,961	55,748,020	91%	

Revenue - Expenses as of December 31, 2025

7,318,841

RESERVES ALL FUNDS

Reserves Operating Fund	As of 12/31/24 16,689,524
Reserves Special Use Fund	3,259,982
Total JCL Reserves	19,949,506

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
December 2025
100% Year Lapsed

OPERATING FUND	Programs	2025	2025	% Program Expended
		Year to Date	Budget	
Administrative Services		4,864,785	5,864,996	83%
Information Technology		4,565,449	5,720,876	80%
Collection Development		4,147,373	4,230,389	98%
Branch/Systemwide Services		23,854,366	26,223,885	91%
Risk Management Charges		261,466	261,286	100%
Grants		167,989	273,607	61%
Transfer to Capital Projects		5,985,047	5,985,047	100%
Interfund Transfer		3,701,259	3,701,259	100%
TOTAL OPERATING FUND EXPENDITURES		47,547,734	52,261,345	91%
SPECIAL USE FUND		2025	2025	% Budget Expended
		Year to Date	Budget	
Contractual Services (General Maintenance)		0	202,505	0%
Commodities (Capital Equipment)		159,141	157,000	101%
Transfer to Debt Payment		0	0	0%
Transfer to Capital Projects		3,131,182	3,127,170	100%
TOTAL SPECIAL USE FUND EXPENDITURES		3,290,323	3,486,675	94%
TOTAL EXPENDITURES		50,838,057	55,748,020	91%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
December 2025
100% Year Lapsed

ALL FUNDS	Categories	2025	2025	% Categories Expended
		Year to Date	Budget	
Salaries and Benefits		28,484,745	29,358,440	97%
Contractual Services		4,822,646	7,654,967	63%
Commodities		4,252,823	5,386,244	79%
Risk Management Charges		261,466	261,286	100%
Capital / Maintenance / Repair		6,015,947	5,985,047	101%
Transfer to Debt Payment		0	0	0%
Transfer to PBC Capital Leases		3,131,182	3,127,170	100%
Grants		167,989	273,607	61%
Interfund Transfer		3,701,259	3,701,259	100%
TOTAL EXPENDITURES		50,838,057	55,748,020	91%

GRANTS*	Expenditures through 12/31/2025	Source	Received	Grant		Budget
				Expenditures	Award	Remaining
285000091 2023-State Aid		State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00
285000092 2024-State Aid		State	3/12/2024	\$132,886.40	\$132,886.40	\$0.00
285000094 2025-State Aid		State	4/17/2025	\$165,810.08	\$165,810.08	\$0.00

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

Expenditure of Friends of the JCL Donations 2025

<i>Expenditure Details</i>	<i>December</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	345.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ - \$	345.00

Library Budget Process

- February - Library Capital Improvement Program (CIP) 5-year plan presented to Library Board for Approval
- April - Upcoming Proposed Budget Presented to Library Board for Approval
- May/June - Present the Upcoming Proposed Budget to Board of County Commissioners (BOCC)
- May/June - Possible Follow-Up Budget Items with BOCC
- July - Newspaper Publication of Proposed Budget and Intent to Exceed Revenue Due to County Clerk (if necessary)
- August - Notice to Taxpayers go out and Public Hearing on County Budget held and BOCC Approvals of Revenue Neutral Resolutions (if necessary)
- August/September - Final BOCC Approval of Library Budget
- September - Library Board Approval of Revenue Neutral Resolution (if necessary)
- October/November/December - Library Budget Committee Meetings to work on Development of next Budget



Human Resources

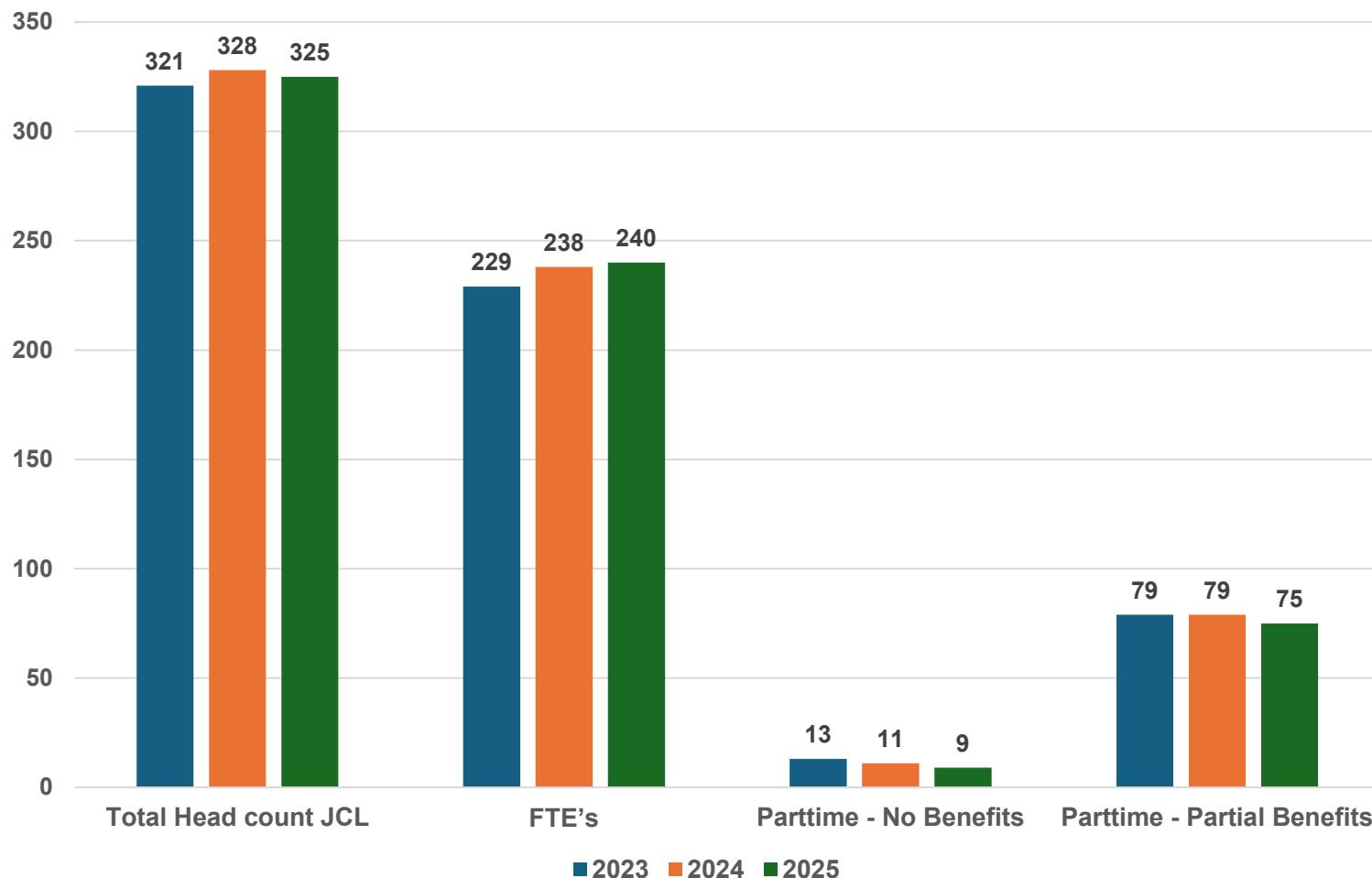
presented by

Kathy Cooper, Deputy Director Human Resources

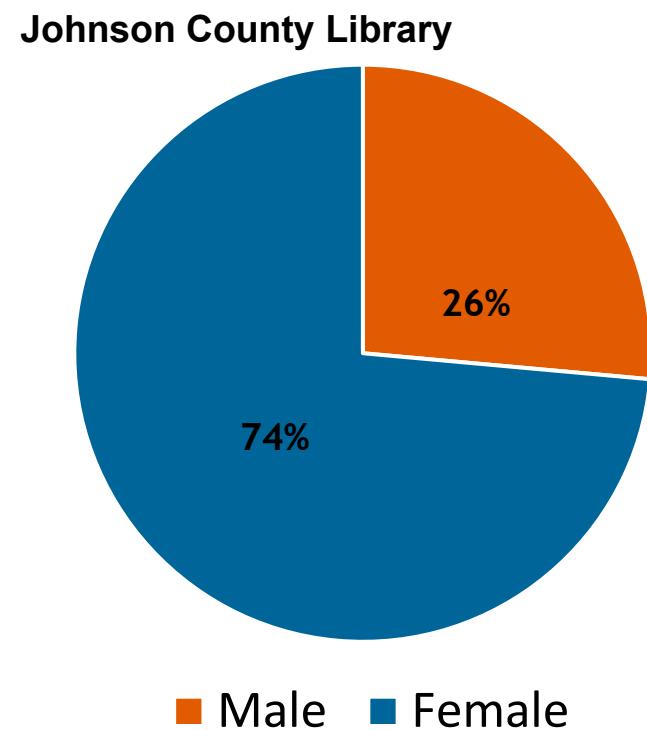
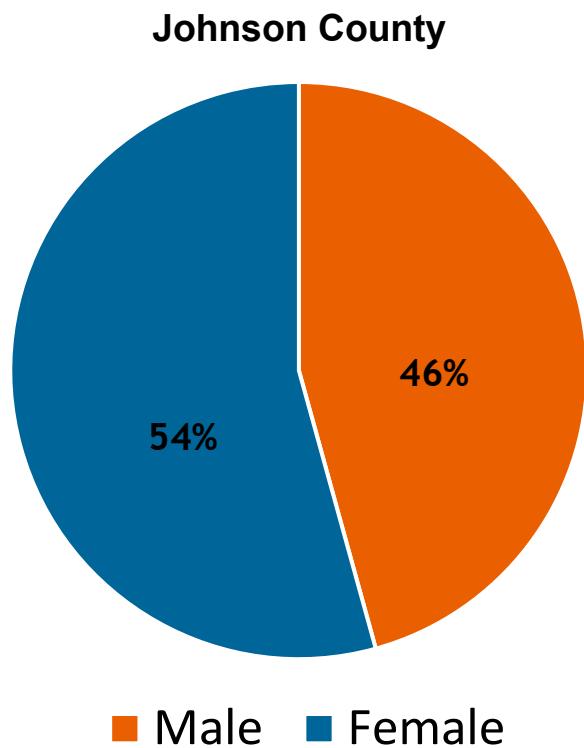
February 2026



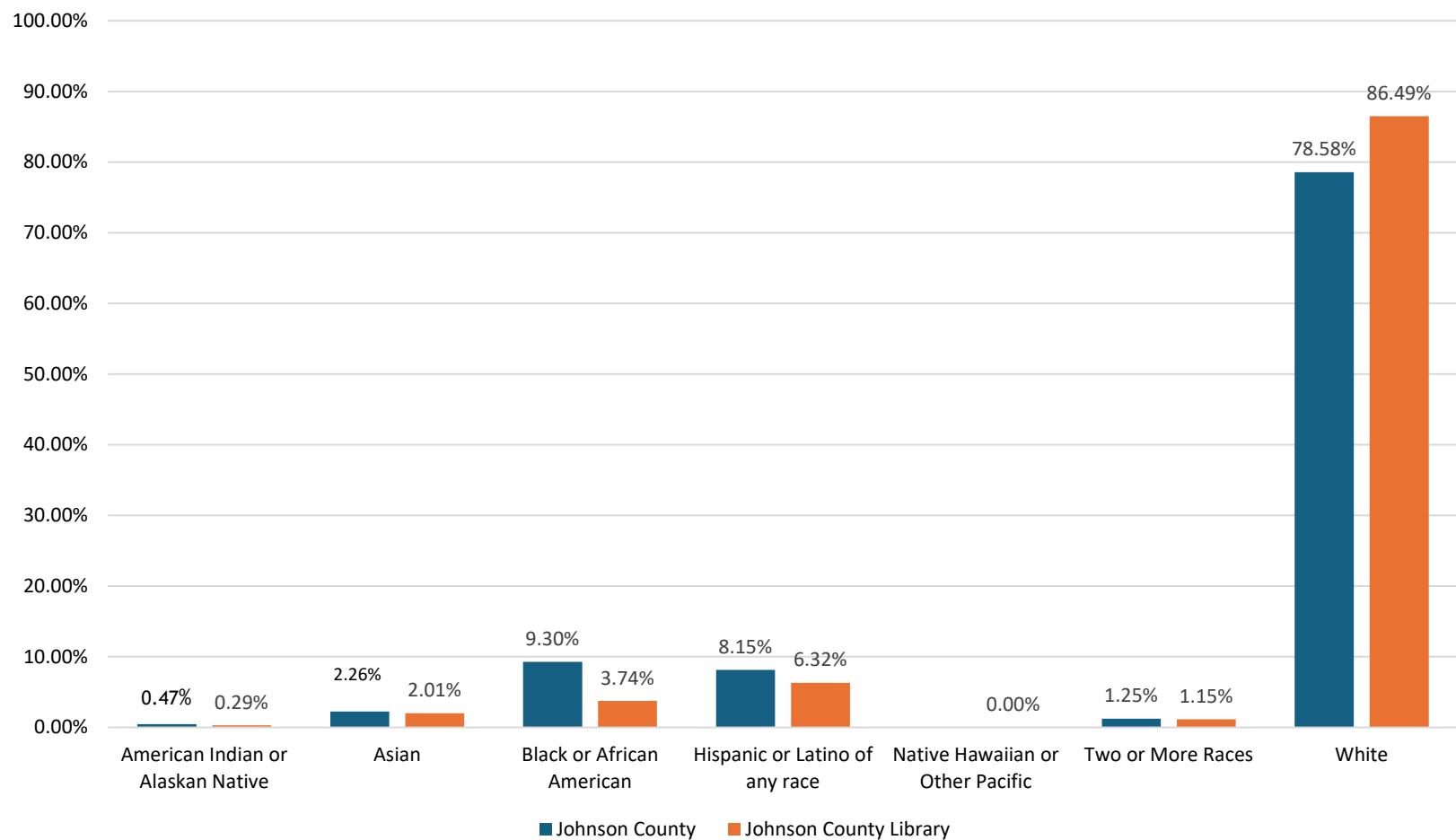
Number of Employees



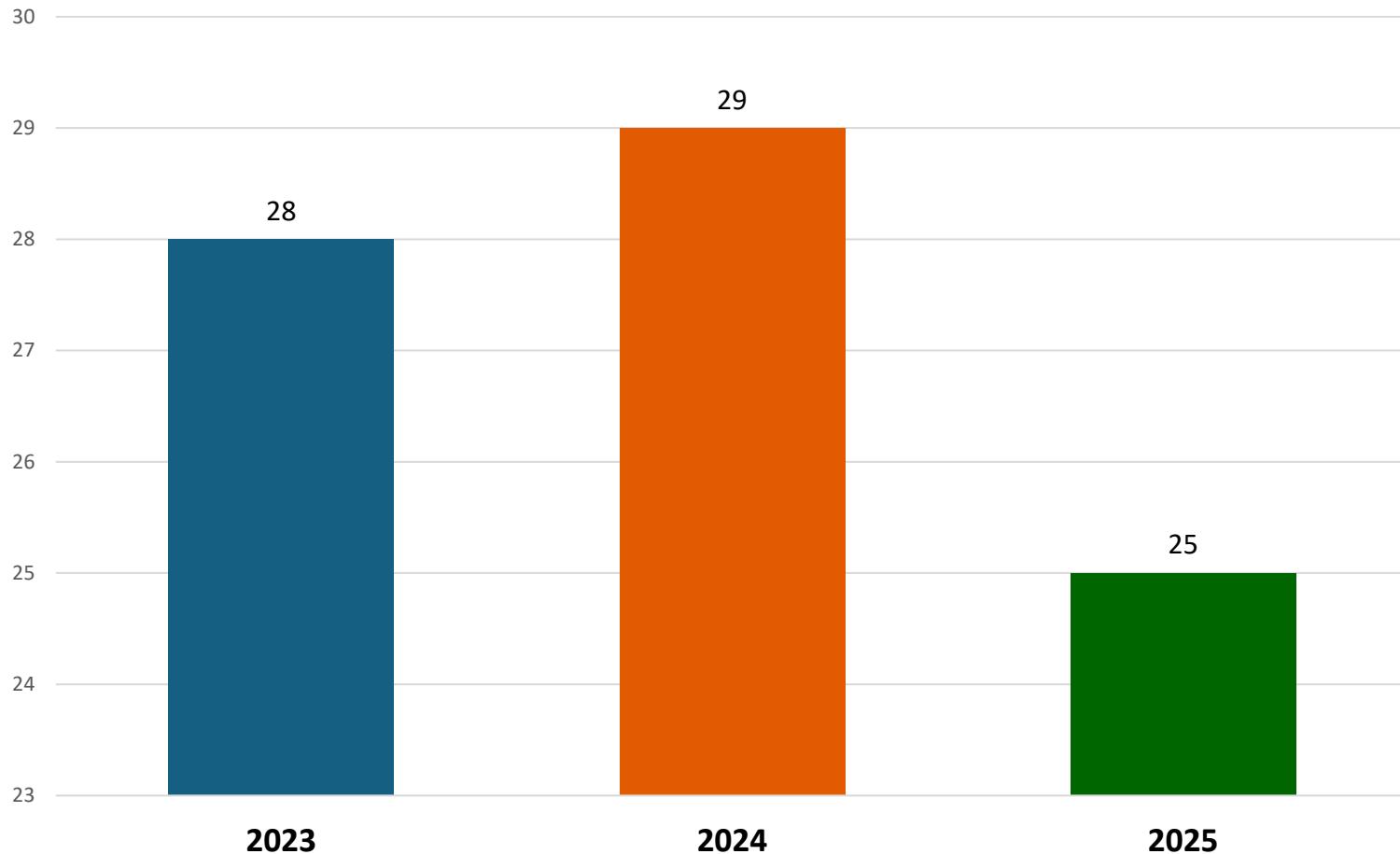
Ratio of Female to Male Workforce



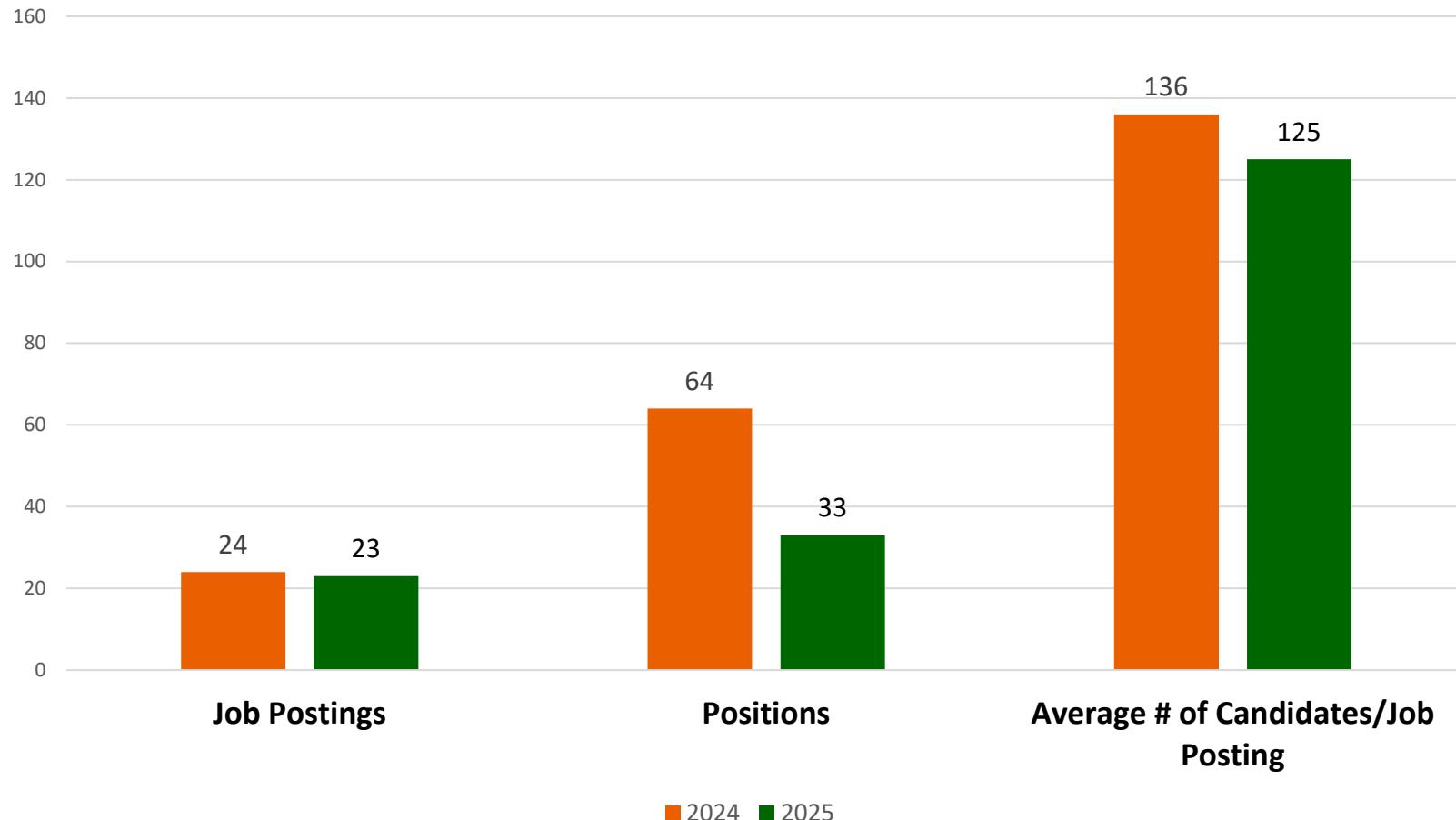
Ethnic Origin of Workforce



Numbers of New Hires



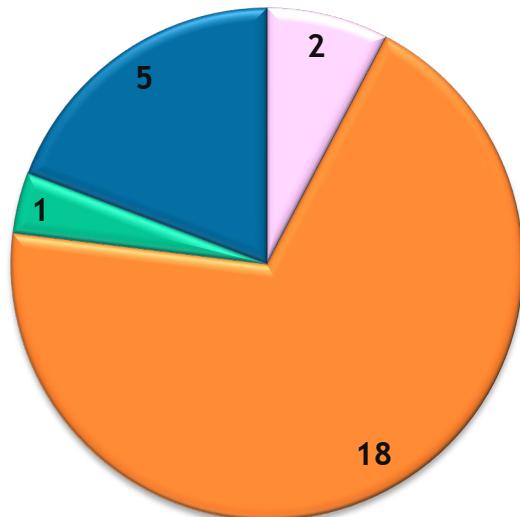
2025 Recruitment



Vacancy Rate

Org & Department	Total Vacant positions	Total number vacant + filled positions	Vacancy Rate
Johnson County	400	6545	6%
JCL	26	348	7%

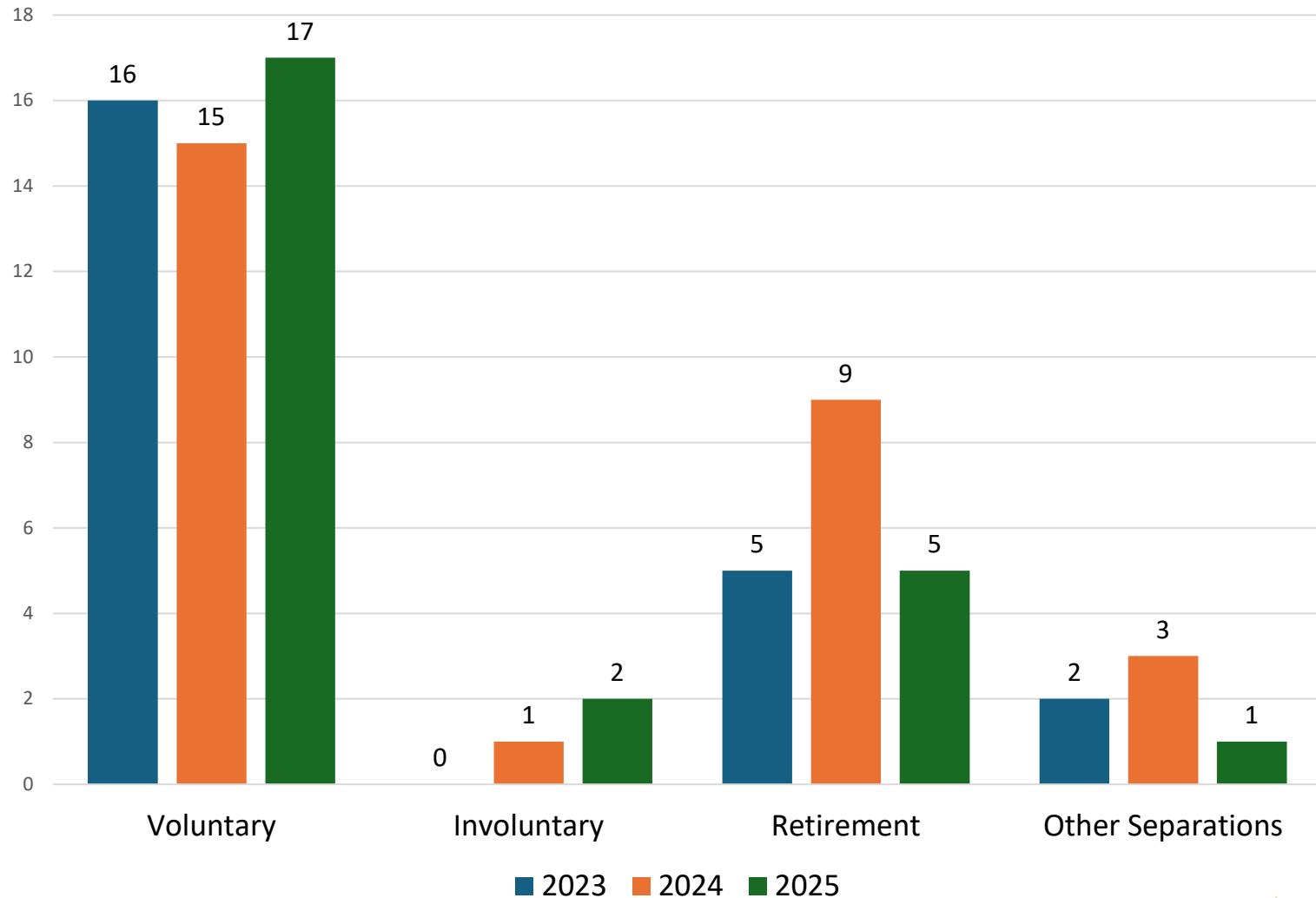
Job Vacant Positions



- JCL-Administration
- JCL-Branch Services
- JCL-Information Technology
- JCL-Systemwide Services



Library Attrition



Turnover Rates

2023	2024	2025
8.38%	8.94%	7.72%

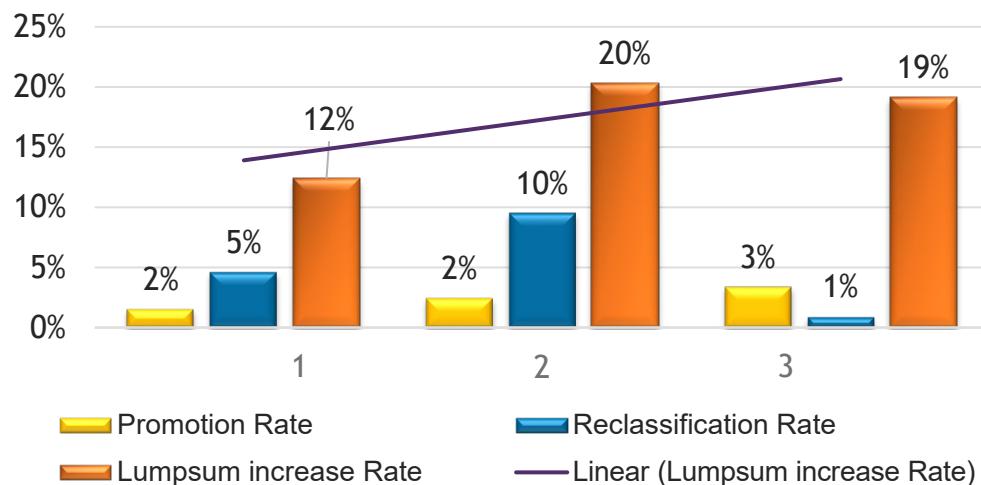


Promotion Overview – 2023 to 2025

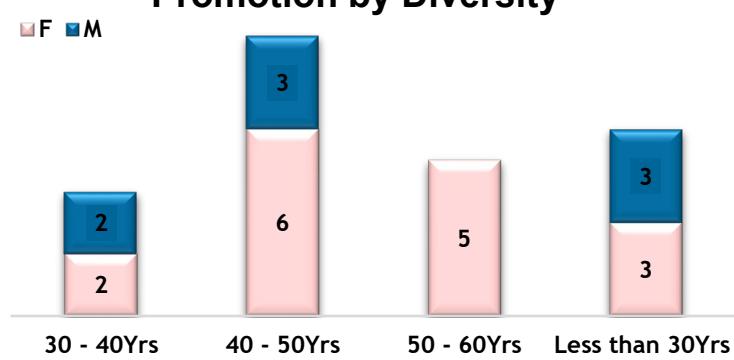
“Promoting from within fuels individual growth and collective success. If there are never strong internal candidates, we’ve failed at leadership development,” says organizational psychologist Adam Grant.

Year	Department	Average Head Count	Total Promotions	Total Reclassification	Total Lumpsum	Promotion Rate	Reclassification Rate	Lumpsum increase Rate
2023	JCL	323	5	15	40	2%	5%	12%
2024	JCL	325	8	31	66	2%	10%	20%
2025	JCL	324	11	3	62	3%	1%	19%

Promotion Rate Vs Other Salary Changes



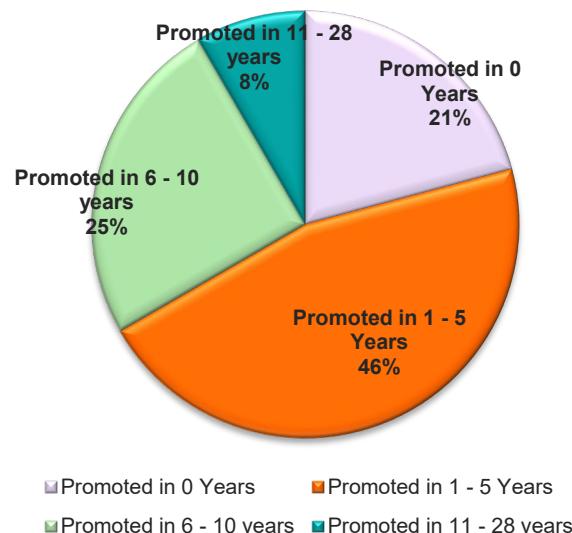
Promotion by Diversity



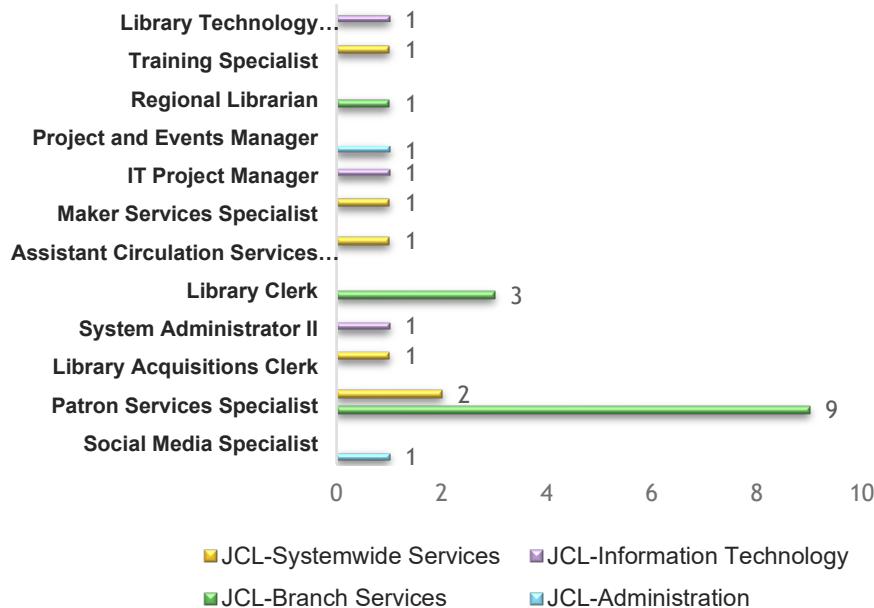
Consistency in Promotions

The most effective organizations foster a culture of merit-based, consistent, and timely advancement, avoiding the pitfalls of both excessively long wait times and arbitrary, rapid, or unfair promotion practices. **Prioritizing Performance Over Time, establishing transparent criteria, proactive feedback.**

Tenure of Promotion



Distribution of Promotions



HR Highlights 2026

Centers of Excellence Model - 2026

CBIZ – Compensation Project - 2026

Employee Engagement Survey – January 2026

Lincoln Financial – FMLA Outsourcing – March 2026



Spring Hill and De Soto Renovations

February 2026



Construction Updates

Spring Hill

- Window installation
- Restroom tiling underway

De Soto

- Ceiling tiles installed
- Break and staff room cabinetry installed
- Restroom tiling underway
- Wood ceiling and doors installation underway



Construction Updates – Spring Hill



View of both structures, the original brick has been painted to compliment the new brick; new roof was installed on the original building



View from the new addition looking into the existing building

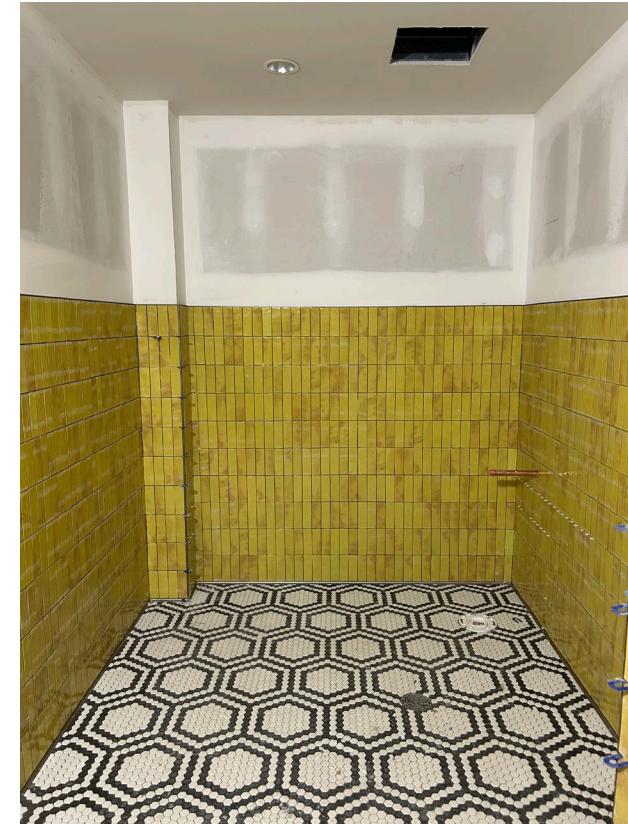


3

Construction Updates – De Soto



Wall prep, painting, ceiling progress



Tiling work in bathrooms



Next Steps

Spring Hill

- Hang drywall, patch and paint in addition
- Complete electrical in addition
- Hang ceiling grid

De Soto

- Hang light fixtures
- Finish painting interior walls
- Complete painting on the front exterior
- Prep for carpet installation
- Install new front doors and windows



Next Steps

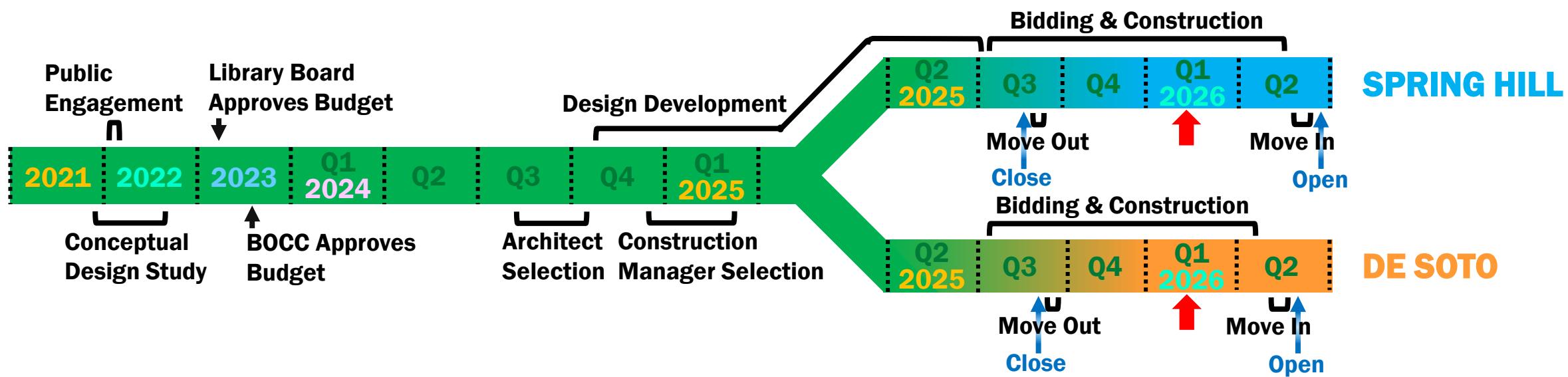
Presentations from sub-teams coming periodically over the remainder of the construction phase

- February – IT/Security sub-team will share about their work
- Later on – presentation from Lisa Davis, Facilities project manager, on interiors and finishes

Hours of Service policy coming back at a later date



Spring Hill and De Soto Renovations: Anticipated Project Timeline



De Soto and Spring Hill Technology and Physical Security Project

February 2026



OUR TEAM

CX-IT



Michelle Beesley Matt Fowler
Bruce Alderman Mike Hodapp
Brian Berrens Brandon Hosey
Chris Carleton Bret Sorensen
Kevin Chacey Spencer Zelle
Bree Cook Hong Zhai
Tom Erdman

PROJECT MANAGER



Cas Sickels

COUNTY PARTNERS



Lisa Davis
County IT
Construction Manager Representatives

PROJECT MANAGEMENT



Megan Levitt

PHYSICAL SECURITY



Tad Twidwell



Project Overview – Technology and Physical Security

Both branches to open with refreshed technology and physical security systems, including:

- Public and Staff computers
- Print and scan-to-print services
- Wireless internet access
- Conference and Study Room technology
- Security cameras and intrusion systems
- Catalog-only stations
- Overhead announcement system
- Door security gates
- Self-checks

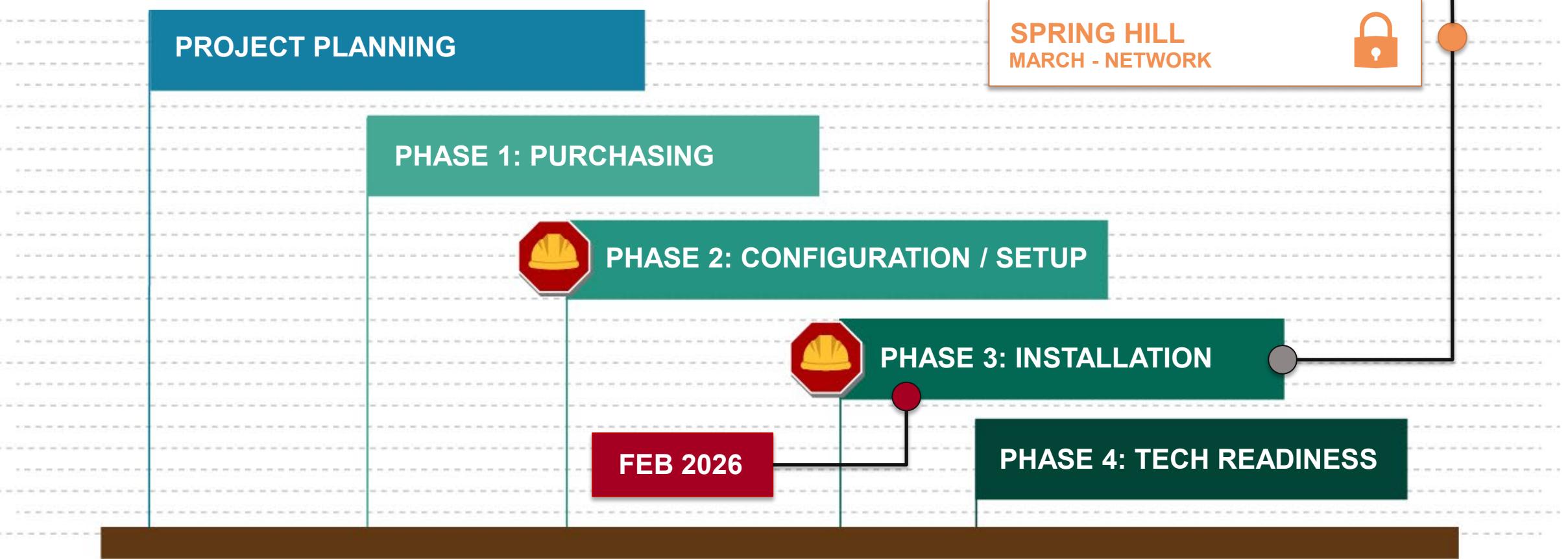
PROJECT GOAL

Purchase, configure and install technology supporting both public and staff areas for new library buildings, and for physical security needs.



3

Timeline Stages



4

Next Steps



CONFIGURATION, INSTALLATION, AND READINESS

CURRENT WORK

- Network (wireless and wired) setup
- Preliminary configuration for self-checks and security gates
- AV Meeting Room technology
- Security camera preparations

UPCOMING WORK

- Configuration and installation of Public and Staff computers
- Catalog-Only stations
- Update badge access for Library staff who will be working on-site when building is ready

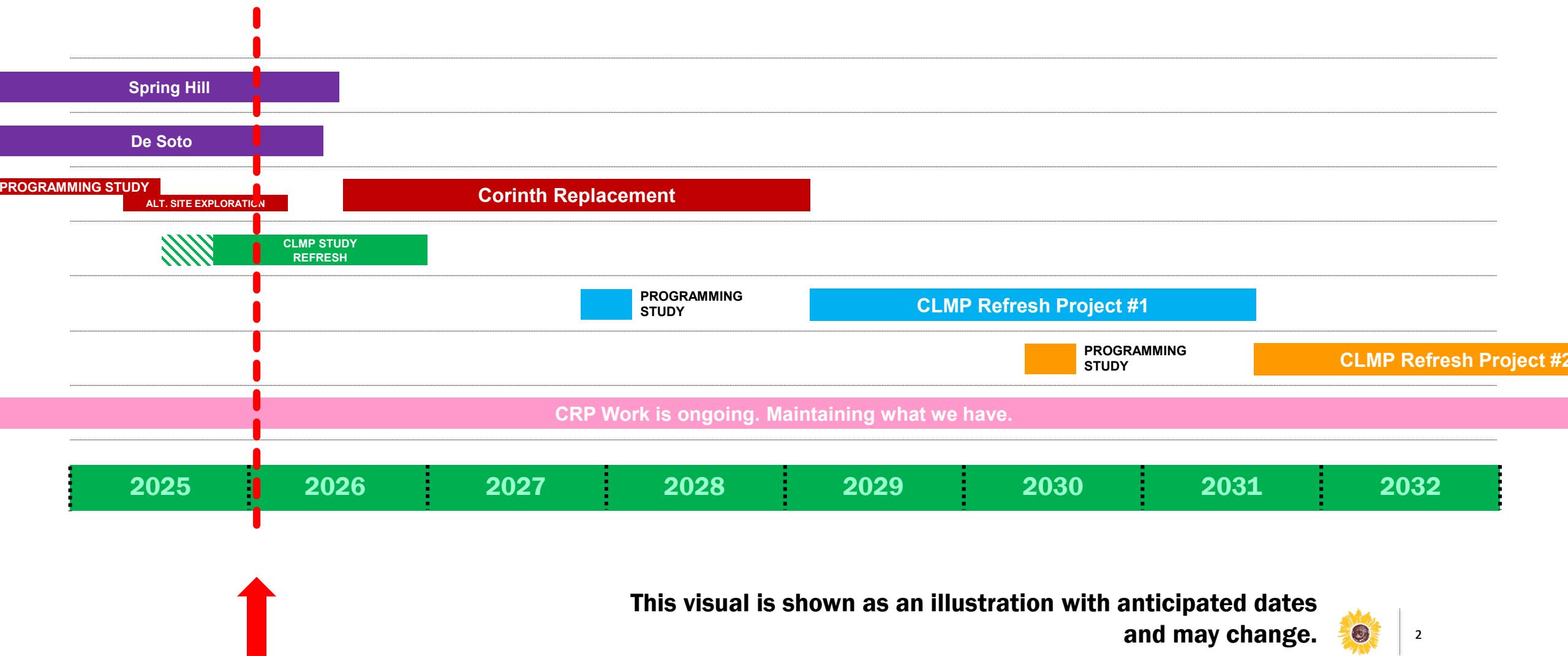


Capital Projects: Timeline Summary

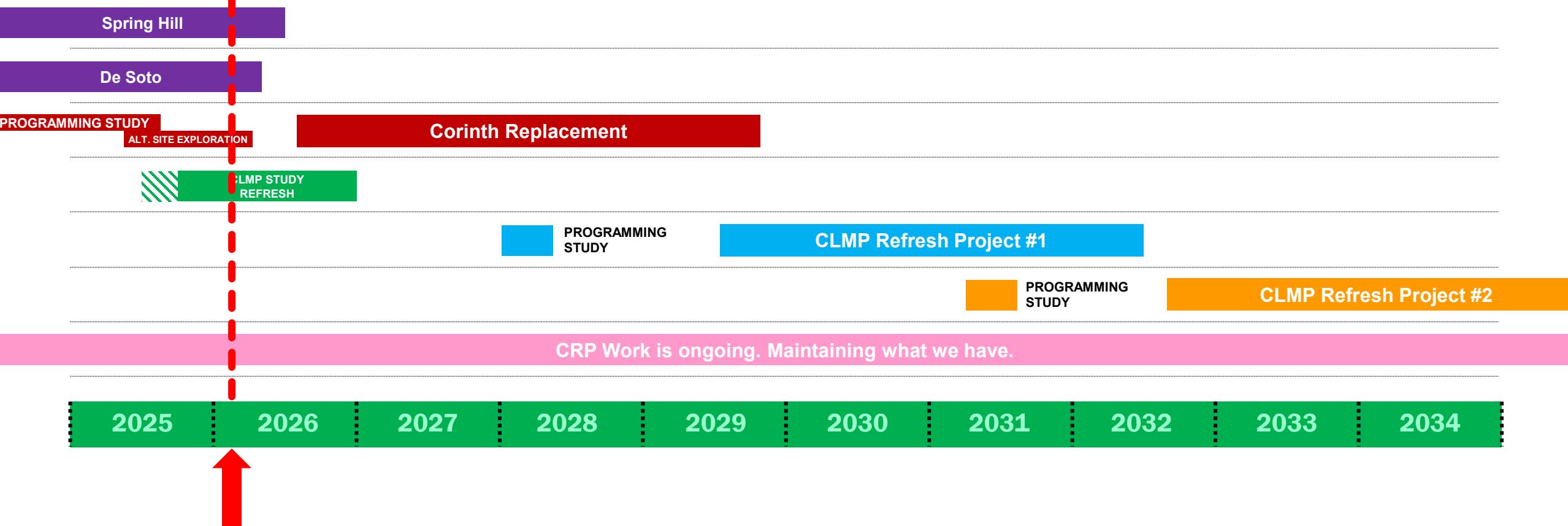
February 2026



Capital Improvement Projects: Current Timeline



Capital Improvement Projects: Updated Timeline



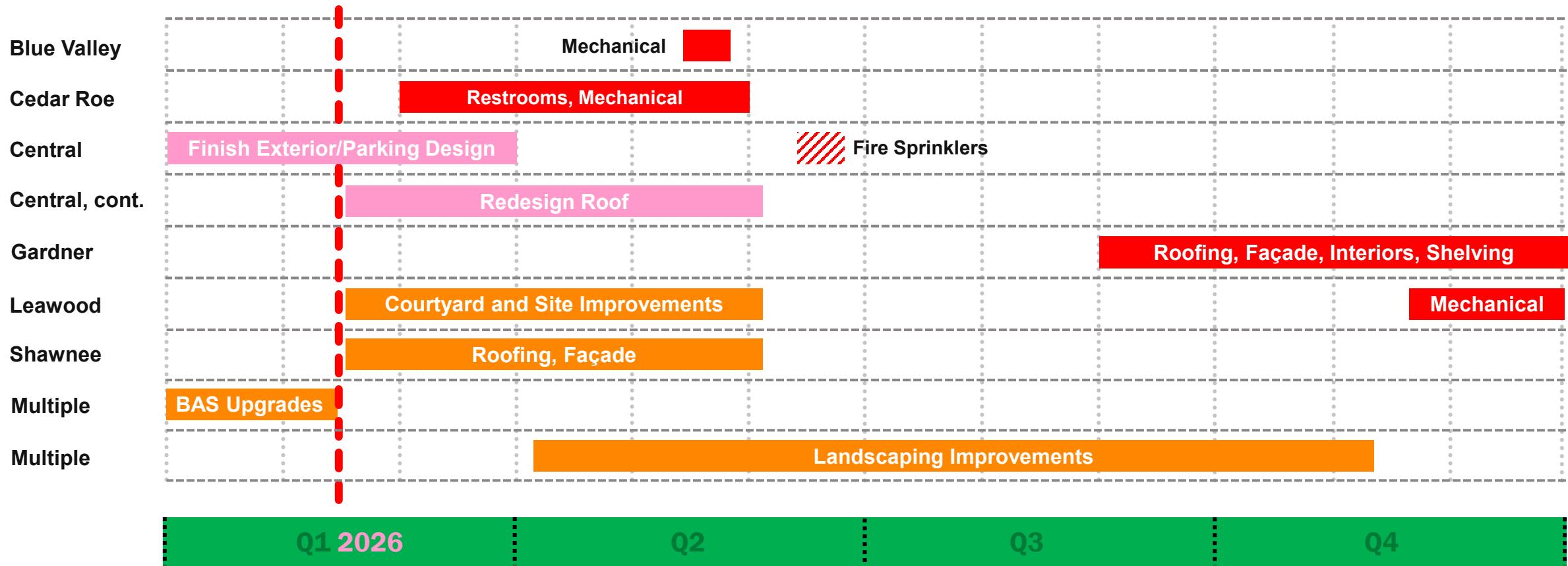
This visual is shown as an illustration with anticipated dates and will change.



3

2026 CRP Anticipated Timeline

- █ Proposals / Design
- █ Bidding
- █ Contracts / Board Action / Other Approvals
- █ Product / Material Submittals / Lead Time
- █ Building Closure
- █ FAC Activity / No Closure
- █ Substantial Completion / Move-in / Punch List Completion



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



4

Comprehensive Library Master Plan Refresh: Update

February 2026



Comprehensive Library Master Plan Update

Updates:

- Consultant contract on action agenda
- Core, Steering, Sanctioning Team Kickoff

Next Steps:

- Consultant develops workplan
- Consultant / Library Teams Kickoff
- Communication Plan development
- Existing Data Review
- Public and Staff engagement



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

January 8, 2026
at Central Resource Library
4:00 p.m.

BOARD: Jeffrey Mendoza, Kelly Kilgore, Charles McAllister, Chrysalyn Huff (via Zoom), David Sims, Jennifer Hrabe, and Jodie Dietz.

ABSENT: None.

BOARD ATTORNEY: Andrew Logan.

BOCC: Commissioner Julie Brewer

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Patti Kangethe, Shelley O'Brien, Elissa Andre, Megan Clark, Adisa Collins, Amy Barclay, Anna Madrigal, Terry Pullium, Kathy Cooper, Michelle Olsen, John Keogh, Aaron Otto

CITIZENS COMMENTS:

None

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Mr. Sims shared that he had received unsolicited positive feedback about the library's MakerSpace and 3D printing, noting it was great to hear such praise. He also mentioned reading an article highlighting that several hundred million books were purchased last year, emphasizing that contrary to common belief, print reading was not dead and remained close to or above pre-pandemic levels.

Ms. Kilgore welcomed Ms. Andre back from maternity leave and expressed happiness about her return.

Ms. Dietz complimented the social media team's work and asked for clarification on the new "Book a Librarian" program. County Librarian Suellentrop and Deputy County Librarian Riggs explained that the service offered one-on-one assistance for research, technology help, or other library needs, providing private time away from the busy service desk. Ms. Dietz concluded by expressing her desire to see a review of program trends in six months.

County Commissioner

Commissioner Julie Brewer reported being able to attend the meeting from the start due to changes in the Board of County Commissioners' meeting flow, which now alternates between full agenda weeks and lighter weeks with study sessions.

Commissioner Brewer noted that budget season had begun, with a study session on the 2027 budget scheduled in a few months and the 2026 budget book recently distributed. She announced the creation of a housing ad hoc committee, which would focus on project identification and implementation for housing needs, including homelessness. Commissioner Brewer also shared that an agenda item was

added to request a \$25,000 county grant for hotel and motel vouchers to assist individuals turned away from the emergency cold weather shelter, which had been at capacity since opening December 1. Commissioner Brewer emphasized libraries' role as safe spaces for vulnerable community members. Additionally, she discussed the Library Board's recent decision on EV chargers, noting public interest in maintaining chargers as libraries serve as important access points for sustainable transportation.

In response to a question from Ms. Hrabe, Commissioner Brewer confirmed that the proposed grant would go through Project 1020 for activation based on shelter demand.

DEVELOPMENT DEPARTMENT REPORT

Shelley O'Brien, Development/Foundation Director, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers. The written reports are included in the January Library Board Report.

Ms. O'Brien highlighted recent fundraising trends included in the board packet. She noted the success of micro-volunteering initiatives, particularly the return of teen reviewers who submitted book reviews from home, which were checked for quality and counted as volunteer hours. She praised the creativity and inclusiveness of this option for teens and others. Ms. O'Brien also reported that the Friends group had increased efforts to distribute books to nonprofits and schools through partnerships with Friends of Kansas Libraries. On the foundation side, the year-end campaign exceeded expectations, raising nearly \$28,000—about \$8,000 over the goal—with 113 donors and an impressive average gift of \$245. She credited Melissa Stan for the creative approach that contributed to the strong response and expressed appreciation for the positive feedback received.

BOARD COUNSEL REPORT

Mr. Andrew Logan, Board co-counsel, reviewed picketing and protests as it related to Administrative Regulation Manual (ARM) 20-80-24 Library Space, Executive Sessions and their Statutory Justification, and acquisition of Real Property and the Board's Authority.

Mr. Logan first explained that library policy on picketing and protests is outlined in ARM 20-80-24. The policy allows patrons and the public to picket and protest in designated outdoor areas around the library, including a petitioning zone identified by staff. He noted that while these activities are permitted, they must not impede access to the library or create disruptions. The library maintains a content-neutral approach to speech, as emphasized in ARM 20-80-25, ensuring that all viewpoints are treated equally. Mr. Logan also mentioned that in limited circumstances, such as during elections, the designated protest area may need to be relocated.

Mr. Logan reviewed the Kansas Open Meetings Act (KOMA), which strongly favors transparency and requires most meetings of public bodies to be open to the public. He cautioned that serial conversations between two board members about library matters could potentially raise compliance issues under recent changes to KOMA. Executive sessions are allowed only for specific purposes, including personnel matters involving unelected staff, attorney-client consultations, real estate acquisitions, and security concerns. Mr. Logan clarified that executive sessions are intended for discussion only—no votes or formal decisions occur during these sessions. While general consensus may be reached, polling or voting is prohibited. He also outlined the process for entering an executive session, which requires a motion stating the legal basis and a general description of the topic.

Finally, Mr. Logan addressed real estate matters, explaining that the library board functions as the governing body of a separate taxing district under State Law. The board has authority to acquire and hold property by deed, and any acquisition must be approved by the board and then ratified by the Board of County Commissioners (BOCC). Recent acquisitions occurred through donations or agreements with municipalities, though the board may also purchase property from other third parties. Mr. Logan cited past examples, such as the Merriam project, which required coordination with the city and subsequent approval by the BOCC. He emphasized that while the board can negotiate and approve acquisitions, final ratification by the BOCC is always required.

In response to a question posed by Board Chair Mendoza, Mr. Logan confirmed that a quorum of four library board members is needed to recess into an executive session, such as the Personnel Committee. He also affirmed that the Budget Committee and Nomination Committee would not fall under for an allowable purpose for an executive session, so no more than three board members on those committees are needed.

COUNTY LIBRARIAN REPORT

Finance Report

Dave Vratny, Finance Director, presented the financial report to the Board, this report is included in the January Board Report.

Mr. Vratny reported that at the end of November, approximately 92% of the year had passed and total revenue collected was about \$57.5 million, exceeding 103% of the budgeted amount. Excluding reserves and the sale of capital assets, revenue stood at roughly \$53.6 million, or nearly 98% of the adjusted budget, indicating strong performance. Mr. Vratny noted that expenditures were around \$45.8 million, or 82% of the budget, including encumbrances, and anticipated that final spending would remain well under budget by year-end.

Department Trends: Development Report

Shelley O'Brien, Development/Foundation Director, presented the Department Trend: Development Report, which is included in the January Library Board Report.

Ms. O'Brien presented the 2025 year-end trends for the Development Department, which includes the foundation, volunteers, and Friends. She highlighted team contributions, noting Amber Bourek Slater's leadership in volunteer engagement, Melissa Stan's expertise in storytelling, and Cara Duncan's new role managing donor data. Ms. O'Brien reported that annual gifts for collections were calculated using a two-year quarterly average to stabilize funding, with this year's amount estimated at \$124,000. Overall fundraising appeared slightly down due to the absence of a \$125,000 grant from the Kauffman Foundation, though performance remained strong and additional grant opportunities were expected in 2026. She emphasized a growing focus on planned-giving through the 1952 Society and related initiatives. Volunteer participation reached 863 individuals, contributing 42,630 hours, with projections for continued growth, especially at the Book Nook. Friends membership climbed to 1,195, driven by increased outreach and communication, which also supported advocacy and revenue stability amid challenges with online book sales.

In response to a question from Ms. Dietz regarding Friends of the Library memberships held by Library Board members, Ms. O'Brien stressed the importance of membership as a stabilizing force and encouraged board members to join.

COMPREHENSIVE LIBRARY MASTER PLAN

Megan Levitt, Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the January Board Report.

Spring Hill and De Soto

Megan Levitt, Project Coordinator, provided an update on the Spring Hill and De Soto building renovations. At Spring Hill, work progressed on the new entryway steps and seating plaza, with grading and concrete pouring largely completed. Exterior brick on the existing building was painted to match the addition for design cohesion, and fascia boards were replaced as part of sealing the building envelope, which remained on track for January completion. At De Soto, exterior siding preparation was finished, and several interior walls were painted, brightening the space and giving it a more finished look. Ms. Levitt shared photos showing progress in areas such as the children's nook and study rooms, noting that ceiling grids were installed and tile work for bathrooms would begin soon. She confirmed both projects were on schedule and mentioned upcoming presentations on extended access and IT security, as well as efforts to finalize reopening dates.

Extended Access: A Pilot

John Keogh, Regional Manager, presented the Spring Hill and De Soto Extended Access Pilot Team report, as included in the January Board Report.

John Keogh presented the plan for piloting extended access service at the Spring Hill branch after its renovation. The pilot would allow registered patrons to secure, self-service entry outside staffed hours to pick up holds, browse collections, and use technology such as computers and printers. Mr. Keogh explained that this model, used successfully by other libraries, aimed to improve access and convenience in line with the library's strategic plan. The pilot was scheduled for one year, with evaluations at six and twelve months based on sign-ups, usage frequency, and community feedback.

Board members raised several questions and concerns regarding extended access.

Ms. Dietz emphasized the importance of personal relationships with librarians and expressed discomfort with reducing staffed hours, asking whether staff had voiced concerns about losing roles. Mr. Keogh confirmed that no such concerns had been raised. Ms. Dietz also requested a clear definition of "extended access" be added to the policy for the hours, to ensure understanding.

In response to a question from Ms. Hrabe regarding specific days and hours for the pilot, Mr. Keogh noted that updated hours would be presented later in the meeting.

In response to a question from Board Chair Mendoza about the registration process and timeline for access, Mr. Keogh explained that in-person orientation would be required, and access would typically be granted within three days.

In response to detailed questions from Commissioner Brewer regarding facility access during extended hours, including whether bathrooms would be open and how emergencies like flooding

would be handled, Mr. Keogh and County Librarian Suellentrop assured everyone that facilities staff could manage issues remotely and that emergency protocols were in place.

In response to questions from Commissioner Brewer regarding whether the pilot addressed community needs, County Librarian Suellentrop shared that community input during earlier planning emphasized a desire for greater access, though detailed explanations of extended access may not have been provided at that time.

Commissioner Brewer suggesting that staffed evening hours should be expanded alongside unmanned access to build engagement and programs. She raised safety concerns about potential "shadow entry" and requested more information on security measures. Mr. Keogh confirmed that a physical security specialist had been involved in planning and that first responders were consulted.

Ms. Huff inquired whether the pilot required a board vote and requested access to past documentation and community engagement records. She noted concerns from constituents and the need for clearer communication.

In response to a request for examples of success stories from other libraries from Ms. Hrabe, Mr. Keogh shared that the team consulted with five libraries indicated positive outcomes, minimal safety issues, and strong commuter use for after-hours access.

County Librarian Suellentrop confirmed that additional information would be shared with board members regarding the research that had been done by the team.

Overall Timeline

Megan Levitt, Project Coordinator, reported on the Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2026 timeline are included in the January Board Report.

Megan Levitt provided an update on the capital projects timeline. She reported that the CIP schedule remained on track with no changes. For the 2026 CRP timeline, Ms. Levitt outlined anticipated work at several branches. Blue Valley was scheduled for water heater and HVAC condenser replacements, entry plaza improvements, and a short closure of less than two weeks during summer. Cedar Roe would undergo restroom renovations for ADA compliance, infrastructure repairs, and fixture updates. Central was in the design phase for exterior and site improvements, roof redesign, and sprinkler maintenance, likely requiring a brief closure. Gardner's roof replacement, facade work, and interior upgrades, including shelving and carpet, were planned after Spring Hill's reopening to avoid overlapping closures. Leawood's courtyard and site improvements would proceed without closure, while Shawnee would see roofing and facade work, completion of building automation upgrades in the first quarter, and landscaping improvements in spring.

Comprehensive Library Master Plan Refresh Update

Michelle Olsen, Circulation Manager

Michelle Olsen provided an update on the Comprehensive Library Master Plan project. She reported that interviews with shortlisted firms were scheduled to begin the following Monday and noted that an informational briefing sheet for the consultant contract would be presented later in the meeting. Ms. Olsen explained that after interviews, scores would be tabulated by county purchasing, and the consultant selection would follow, marking an exciting phase for the master plan initiative.

UPDATES – Tricia Suellentrop, County Librarian

Ms. Tricia Suellentrop, County Librarian, reported to the Board.

Leadership in Action (LIA) 2025 Award Winner

Anna Madrigal, Regional Manager, reported on the Leadership in Action (LIA) 2025 Award Winner, included in the January Board Report.

Ms. Madrigal announced that Tricia Rightmire received the Johnson County Government Leadership in Action Award for her innovation and dedication to improving services for non-English-speaking patrons. Ms. Rightmire identified language barriers and led a collaborative project to create multilingual resources, including translated FAQs, service sheets, and printed notebooks for staff. The team partnered with communications to produce materials and is developing an intranet page with translations in multiple languages to further enhance accessibility. These efforts have made patrons feel more welcome and improved staff workflows, reflecting Tricia's commitment to inclusivity and customer service excellence.

County Librarian Suellentrop explained that the Leadership in Action Award is a countywide honor given to the top 1% of Johnson County employees who demonstrate exceptional dedication and innovation. She noted that Ms. Rightmire was among this select group and would be featured in county communications and social media throughout the year. In addition to the recognition, Ms. Rightmire received a cash prize for her outstanding efforts.

TriBoard Save the Date

Patti Kangethe, Executive Assistant, announced the date for the 2026 Tri-Board meeting with the Friends of Johnson County Library and the Library Board, scheduled for Tuesday, November 17, as a social opportunity to strengthen connections.

Pre-Nomination Committee Survey

Patti Kangethe, Executive Assistant, reported on the Pre-Nomination Committee Survey, included in the January Board Report.

Ms. Kangethe presented the pre-nomination survey requested at the October 2025 board retreat and outlined proposed changes to ARM 10-50-10 bylaws regarding officer nominations. The survey aimed to increase transparency by identifying board members' interest in officer roles before forming the nomination committee. Ms. Kangethe explained that, if approved, the Vice Chair would automatically assume the Chair position in the next term, so the survey would focus on Vice Chair/Secretary, and Treasurer roles. She highlighted key responsibilities and time commitments for each position and confirmed the survey would be distributed within a week for completion prior to the February meeting.

In response to a question from Ms. Kilgore, Ms. Kangethe clarified that while it is not formally stated in the bylaws, it has been the practice that the Treasurer typically heads the Budget Committee.

Board Chair Mendoza thanked Ms. Kangethe for her work on the survey and emphasized the importance of board members being willing to serve as officers. Mr. Mendoza noted that the survey

provides an opportunity for members to indicate if they are unavailable for certain roles but expressed hope that everyone would be enthusiastic about serving as Vice Chair or Treasurer to ensure motivated leadership for the next term.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of December 11, 2025, Regular Library Board meeting
2. Consideration to approve the renewal of the Memoranda of Understanding (MOU) for DTI
3. Consideration to approve revisions to Administrative Regulation Manual (ARM) policies: ARM 10-50-10 Bylaws of Board of Directors and ARM 20-35-10 Youth Services
4. Consideration of contract to construct Leawood courtyard and site improvements

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for November 2025 were handled in accordance with library and County policy.
- b) The November 2025 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures.

C. Gift Fund Report

a. Treasurer's Report

Motion: Ms. Kilgore moved the Library Board of Directors approve the consent agenda.
Second: Mr. McAllister seconded this motion.

Motion was approved unanimously.

II. Old Business

None

III. New Business

A. Informational Item: 2027-2031 Capital Improvement Plan (CIP) Submission

Dave Vratny, Finance Director, presented the 2027-2031 Capital Improvement Plan (CIP) Submission, as included in the January Library Board Report.

B. Information Item: Consideration of Contract for Cedar Roe Restrooms

C. Information Item: Consideration of Closure at Cedar Roe for restroom renovation

Adisa Collins, Project Coordinator, presented the contract and closure of the Cedar Roe Restroom renovations

In response to a question from Ms. Dietz, Mr. Collins shared that staff from Cedar Roe would work at other locations in the region during the closure.

In response to a question from Board Chair Mendoza, Mr. Collins clarified that the timeframe for closure would be between March and June.

D. Information Item: Update ARM 20-10-10 Hours of Service

John Keogh, Regional Manager, and Adam Wathen, Associate Director of Branch Services, presented the ARM 20-10-10 Hours of Service

In response to a question from Board Chair Mendoza, Mr. Keogh confirmed that a “No” to approving the proposed updates would keep the Spring Hill hour as they are with no changes.

In response to a request from Jodie Dietz, Mr. Keogh shared appreciation for the suggestion and the intent to add the definition of “extended access” in the document.

In response to questions from Board Chair Mendoza, Mr. Keogh shared that during extended access hours, the “phone the librarian” option is available and patrons must use their own phone. County Librarian Suellentrop clarified that anyone can call the library anytime, separate from the “book a librarian” program.

In response to questions from Commissioner Brewer, Mr. Sims shared that adding more staffed hours would require additional employees. Mr. Sims asked if the county would approve a full-time employee (FTE); Commissioner Brewer suggested considering flexible unmanned hours during different times of the day and noted that absorbing an additional FTE would be part of the budgeting process.

E. Information Item: Consider authorizing a contract with XX to provide Comprehensive Library Master Planning Services, as described in RFP 2025-044

Michelle Olsen, Circulation Manager, presented RFP for the Comprehensive Library Master Planning Services

In response to a question from Ms. Dietz, Ms. Olsen shared that the original Comprehensive Master Plan was 20 – 30 years in length with an update after 10 years. County Librarian Suellentrop shared that 20 – 30 years is common in libraries and expressed seeing value in a 50-year plan for buildings that would need maintenance.

In response to a question from Ms. Huff, County Librarian Suellentrop confirmed that the Library has used a consultant in this role in the past.

In response to a question from Mr. Sims, County Librarian Suellentrop confirmed that the Library is following all County Purchasing guidelines in relation to vetting the responses to RFP.

IV. Executive Session: Personnel Review

Motion: Ms. Hrabe moved that pursuant to K.S.A. 75-4319((b)(1), that the Board of Directors of the Johnson County Library recess into executive session for a period of 25 minutes to discuss personnel matters of non-elected personnel. The subject of the discussion during the executive session will be the performance appraisal of the County Librarian.

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library, Johnson County Human Resource Deputy Director Kathy Cooper, and County Librarian Tricia Suellentrop.

The Library Board will reconvene in this meeting room at 6:02 p.m.

Second: Mr. Sims seconded this motion.

Motion approved unanimously.

Library Board returned at 6:02 p.m.

ADJOURNMENT

Motion: Ms. Kilgore moved to adjourn the meeting.

Second: Mr. McAllister seconded this motion.

Motion approved unanimously.

Meeting adjourned at 6:03 p.m.

SECRETARY _____
David Sims

CHAIR _____ SIGNED _____
Jeffrey Mendoza Tricia Suellentrop, County Librarian

MINUTES JOHNSON COUNTY LIBRARY BOARD PERSONNEL COMMITTEE

January 26, 2026

Virtually

9:00 a.m.

BOARD: David Sims, Charles McAllister, and Jodie Dietz

Absent: Chrysalyn Huff

STAFF: Patti Kangethe

Mr. Sims, head of the Personnel Committee, opened the meeting at 9:15 a.m. He explained that the purpose for this meeting is to review the process of appraisal of the County Librarian, and update to include sessions throughout the year for the Personnel Committee to meet with the County Librarian.

The attending members of the Personnel Committee understood that they could not move into Executive Session with three members and determined to discuss the topic of formatting the evaluation for the appraisal process generically.

Mr. McAllister shared that the appraisal template that has been shared with Board Members is in-line with what the County uses with all employees at all levels.

Ms. Dietz expressed that she would like the County Librarian to input their goals into the format that was shared.

There was discussion around information that needs to be included as a focus on the appraisal documents. The consensus of the committee was to ensure that the Mission, Vision, Values, Strategic Plan, and Key Performance Areas of the Library are included in the appraisal evaluation.

The next steps for the Personnel Committee is to meet with the entire Library Board, in an Executive Session in the February Board Meeting, February 12, 2026, that will focus on reviewing and confirming the County Librarian goals.

Mr. Sims adjourned the Personnel Committee meeting at 9:43 pm.

COMMMITTEE CHAIR _____

David Sims

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Cedar Roe: Contract and Temporary Closure for Restroom Renovation

Issue: Consider authorizing a contract and a temporary closure of the branch for up to four months, between March and June at the Cedar Roe Library for the renovation of restrooms, and upgrades to mechanical, electrical, and plumbing systems.

Suggested Motions: *These items are on consent; an individual motion will only be needed if pulled from consent.*

- 1) I move to authorize a contract with RB Architecture, Engineering, Construction in the amount of \$226,958.00 for the renovation of restrooms at Cedar Roe Library, per IFB #2025-049.
- 2) I move to authorize a temporary closure for up to four months between March and June for the renovation of restrooms, and upgrades to mechanical, electrical, and plumbing systems at Cedar Roe Library.

Background: The existing restrooms do not meet current ADA standards. In addition, the main sewer line is at the end of its service life. Professional assessments recommend its replacement. Because of the nature of the sewer line replacement, all of the original 1969 fixtures and finishes will be replaced.

Analysis: Because the restrooms will be inaccessible staff is recommending the full closure of this branch. The level of noise, dust, and construction activity would make it difficult to meet library service standards. The contractor will be responsible for daily and final cleaning, as well as protecting computers and shelving. Facilities custodial staff will perform a deep cleaning prior to reopening to the public. Staff who typically work at Cedar Roe will be temporarily relocated to other branches within the northeast region.

On December 23, 2025, the County's Financial Management and Administration (FMA) Department, Purchasing Division, released Invitation for Bid (IFB) No. 2025-049 for the Cedar Roe Restroom Remodel Project via IonWave, the County's electronic bidding website. Autogenerated notices of the bid opportunity were sent to 914 firms. The IFB was also advertised in the Legal Record and posted electronically on Johnson County's website and Drexel Technologies public jobs plan room site. 24 firms viewed the IFB.

A non-mandatory pre-bid meeting was held on January 6, 2026, at the project site with attendance of 20 general contractors and suppliers. On January 20, 2026, the sealed bids received were publicly opened with receipt of seven (7) responsive bids as follows:

BIDDER	TOTAL BID PRICE
RB Architecture Engineering Construction*	\$ 226,958
Camm Construction	\$ 330,851

KSB Constructors	\$ 349,454
B.A. Green Construction Co.	\$ 356,359
The Wilson Group	\$ 362,413
MidWestern Construction & Design	\$ 452,351
21 st Enterprise (Servpro)	\$ 757,659.42

*Recommended

The lowest responsive and responsible bid was submitted by RB Architecture Engineering Construction in the amount of \$226,958. Studio Local agrees with the Project Team on the recommended award to RB Architecture Engineering Construction (see attached letter).

Funding Overview: Funding for this work is included and allocated in the 2025 CRP budget.

Alternatives: Do not authorize the contract and closure. Restrooms will continue to be non-ADA compliant and mechanical, electrical, and plumbing issues will continue to occur and handled by maintenance. Not approving the contract will result in a delay in renovation.

- 1) **Recommendation:** I move to authorize a contract with RB Architecture, Engineering, Construction in the amount of \$226,958.00 for the renovation of restrooms, at Cedar Roe Library.
- 2) I move to authorize a temporary closure for up to four months between March and June for the renovation of restrooms, and upgrades to mechanical, electrical, and plumbing systems at Cedar Roe Library.

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County's purchasing policies and procedures and concurs with the recommendation.

Budget Review: The Finance Director and Facilities partners have reviewed the cost of this work.

Legal Review: Library legal counsel has approved the contract as to form.

DRAFT AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 12th day of February in the year « 2026 »
(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 »
« Johnson County, Kansas »
« 9875 W 87th St »
« Overland Park, KS, 66212 »

and the Contractor:

(Name, legal status, address and other information)

« RB Architecture Engineering Construction »
« C/O Riad Baghdadi »
« 11661 College Blvd, Overland Park, Kansas 66210 »
« 913-375-7659 »

for the following Project:

(Name, location and detailed description)

« Johnson County Library Cedar Roe Restroom Project »
« 5120 Cedar St, Roeland Park, KS 66205 »
« IFB# 2025-049 »

The Architect, hereinafter the Architect:

(Name, legal status, address and other information)

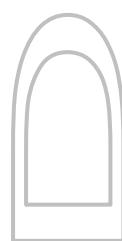
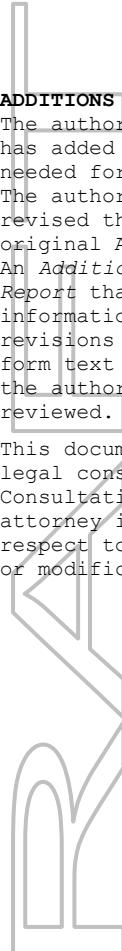
« Studio Local » « »
« C/O Brad Clark »
« »
« 816-838-1537 »

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.

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



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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in 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.

[] A date set forth in a notice to proceed issued by the Owner.

[] 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: « July 31, 2026 »

§ 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 Two hundred twenty-six thousand nine hundred fifty-eight dollars and zero cents. (\$ «226,958.00»), 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)
1. Demolition of Concrete Slab-on-Grade	Square Foot of Concrete	TBD
2. Cast-In-Place Concrete Slab-on-Grade	Square Foot of Concrete	TBD

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

Item	Price
1. Concrete Demolition Allowance	TBD
2. Concrete Slab-on-Grade Repair Allowance	TBD
3. Desco Flooring – Install epoxy floor	\$13,589.00

§ 3.3 Cost of the Work Plus Contractor's Fee
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:
(Insert terms and conditions for liquidated damages, if any.)

« 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). »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment 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 Provided that an Application for Payment is received by the Architect not later than the « first » day of a 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 thirty (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:

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.

(Insert rate of interest agreed upon, if any.)

«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; and
- .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 Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[« X »] Litigation in a court of competent jurisdiction

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, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 INTENTIONALLY OMITTED

§ 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
---------	-------	------	-------

§ 6.1.5 The Drawings:

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

251219 – JoCo Lib Roe – CD Set - DRAWINGS

Number	Title	Date
G000	Cover	12/19/2025
G001	Model Views	
DA101	Demolitions Plans	
DE101	Demolition Electrical Plan	
DMP101	Demolition Mechanical and Plumbing Plan	
A001	Architectural Abbreviations	
A101	Men's & Women's Restroom Plans, Reflected Ceiling Plans, Elevations	
A102	Family Restroom Plan, Reflected Ceiling Plan, Elevations	
A201	Enlarged Mosaic Tile Elevations	
A301	Lavatory Details	
A600	Assemblies & Systems – Partition, Ceiling, and Doors	
A650	Finishes – Schedule, Basis of Design, Typical Transitions	
ME101	Mechanical and Electrical Symbols and Abbreviations	
ME201	Overall Mechanical and Electrical Plans	
ME301	Mechanical and Electrical Schedules	
ME501	Mechanical and Electrical Specifications	
ME502	Mechanical and Electrical Specifications	
ME503	Mechanical and Electrical Specifications	
ME504	Mechanical and Electrical Specifications	
MP101	Mechanical and Plumbing Plan	
E101	Electrical Plan	
E301	Electrical Schedules and Details	

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No 1	January 8, 2026	2
Addendum No 2	January 15, 2026	1

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.

[« X »] Exhibit B, Standards for Delivery of Electronic Document Information.

[« »] 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
-------	------	-------

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	Insurance Requirements		4

.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. 2025-049,
 Contractor's Bid,
 Contractor's Executed Performance Bond
 Contractor's 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 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 represents 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 under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, 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 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' 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.

§ 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.

§ 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 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.

§ 8.2.1 Contractor's Right to Stop Work for Failure of Payment

Consistent with applicable law, if the Architect does not issue a Certificate of Payment, through no fault of the Contractor, within 7 days after receipt of the Contractor's undisputed Application for Payment, and if the Owner does not pay the Contractor within 30 days after the date established in the Contract Documents for undisputed payments, the amount certified by the Architect or awarded by the binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 generally 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 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. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, 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, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the 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, 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 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 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 may 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 sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

§ 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 Department 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 customarily secured after execution of the Contract and legally 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 such Work and shall bear the costs 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 submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The 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 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 construction 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 not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities.

§ 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 via email or shared folder.

§ 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 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 to the Architect.

§ 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.

§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Board of County Commissioners of Johnson County, Kansas, 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 9.15 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 9.15.1 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 an 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 will 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect 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 with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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, 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 and profit, 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 affected 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 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

INTENTIONALLY OMITTED.

§ 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, 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.

§ 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 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.

§ 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 refund 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 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

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, a Subcontractor, or a Sub-subcontractor; and
- .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.

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.

§ 16.1.5 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.

§ 16.1.6 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.

§ 16.1.7 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 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 costs of shutdown, delay, and start-up, if any.

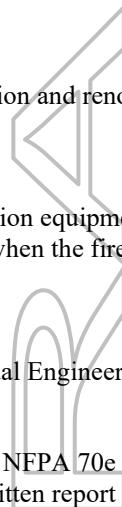
§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees,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

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 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

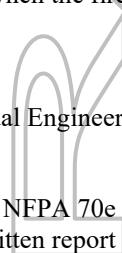
§ 16.3 Hot Work Permits

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.



§ 16.4 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.



§ 16.5 Material, Equipment And Quality Assurance

§ 16.5.1 Systems and components used in the construction of the Work shall be Factory Mutual Engineering and Research (FMER) listed and labeled.

§ 16.5.2 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 be required to maintain and carry in force for the duration of the Contract insurance coverage of the types and minimum limits set forth in **Attachment A – Insurance Requirements**, attached hereto and incorporated herein by reference.



§ 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.



§ 17.3 Property Insurance

Refer to **Attachment A – Insurance Requirements**



§ 17.4 Performance Bond and Statutory Bond

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. 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.

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 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 a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of 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

§ 18.6.1 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.

§ 18.6.2 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)

« Karsen Koziol »
« Johnson County Facilities Management »
« 111 South Cherry Street, Suite 2100 »
« Olathe, Kansas 66061 »
« 913-257-1885 »
« karsen.koziol@jocogov.org »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« RB Architecture Engineering Construction »
« C/O Riad Baghdadi »
« 11661 College Blvd, Overland Park, Kansas 66210 »
« 913-375-7659 »
« riad.baghdadi@yahoo.com »

§ 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 fill 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 is 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 an of its officers, employees, subcontractors, agents or payees, then the Contract, 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 Article 21. 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, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 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 a detailed 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

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« In accordance with the Contract Documents »

§ 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 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 20.3 shall apply

§ 20.3.3 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.

§ 20.4 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

- .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 initially to the Architect for decision.

§ 21.2 Notice of Claims

§ 21.2.1 INTENTIONALLY OMITTED

§ 21.2.2 INTENTIONALLY OMITTED

§ 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 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

«Jeffrey Mendoza, Chairman, Board of Directors of
the Johnson County Library »

(Printed name and title)

CONTRACTOR (Signature)

« Riad Baghdadi, RB Architecture Engineering
Construction, Owner »

(Printed name and title)

APPROVED AS TO FORM:

Andrew Logan
Counsel to the Board of Directors of the Johnson County Library

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Johnson County Library's 2027-2031 Capital Improvement Program (CIP) Submission

Issue: 2027-2031 Capital Improvement Program (CIP) Submission.

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move the Library Board of Directors approve the Library's proposed 2027 - 2031 Capital Improvement Program (CIP) submission.

Background: County agencies and departments are annually asked to put forth their Capital Improvement Program (CIP) requests for the coming budget season in the form of a 5-year capital planning look ahead.

This upcoming 2027 budget plan will cover the 5-year capital planning period of FY 2027 to FY 2031. The numbers included in the February submittal have been updated by our Facilities partners and have factored in inflationary concerns based on industry projections for construction inflation.

After the February Library Board action these CIP requests will be presented to the County CIP Committee, who will review and forward these recommendations to the County Manager. Also, these updated CIP numbers in conjunction with updated revenue estimates will be presented to the Library Board Committee in March of 2026 and included in the County Librarian's 2026 budget proposal that will be requesting action by the Library Board in April of 2026. The approval of a 2026 budget proposal in April is what gets submitted to the County Manager and included in what goes forward to the BOCC in May 2026 for consideration of approval. The BOCC will vote on their final budget for 2027 in late August or early September of 2026.

Analysis: The order of the projects is in alignment with what was recently reaffirmed at the October 2026 Library Board Retreat.

Funding Overview: The projects listed currently fit the projected budget resources in the balanced multi-year budget plan.

Alternatives: The Library Board could recommend changes to the order of projects or what is included for submission for the 2027 - 2031 CIP.

Recommendation: To approve the 2027 - 2031 Capital Improvement Program (CIP) proposal as presented for submission.

Purchasing Review: N/A

Budget Review: The Budget Committee Meeting as part of the budget planning for the FY 2027 budget will review the financing for the projects at the updated budget meeting in March.

Legal Review: N/A

Department Request Summary

Capital Improvements Program 2027-2031

Johnson County, Kansas

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: JCL Capital Replacement

Date of Submittal: 12/29/25

Program (CRP)

Department Priority: System

Project is: On-going from prior years [] Replacement Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The purpose of the Capital Replacement Program (CRP) is to: investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner.

Examples of building systems contained in the CRP include but are not limited to: heating, ventilation, and air conditioning (HVAC), e.g. remote terminal units, air handling units, etc.; exterior building envelope, e.g. roofs, building skin, windows, doors, exterior signage, etc.; vertical systems, e.g. stairs, elevators, etc.; mechanical, electrical, and plumbing (MEP) systems, e.g. restrooms, sewers, panels, switchgear; dock lifts, life safety systems, e.g. fire sprinklers, alarms, etc.; structural systems, e.g. foundations, slabs, roof framing, etc.; interior construction, e.g. partition walls, ceilings, doors, finishes, furniture, fixtures, and equipment, etc.; site work, e.g. sidewalks, grading, parking, stormwater systems, etc.

In 2019, a comprehensive study of the systems in each Library facility was completed by VFA/Accruent and that has been used to determine budget forecast, scope of work, and timing of CRP requests for 2026 to 2030. This study is in constant evolution, balanced by the on-site experience of the FAC Maintenance group, Archibus reports, and the changing conditions of the building systems and mechanical components.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

Building component and system replacement grows in scope and cost the longer it is deferred.
Projects that are deferred can lead to higher energy costs, increased staff time in dealing with problematic systems, safety hazards, and lower satisfaction and/or comfort for the public and staff who use the facilities every day.

Services provided differ as CRP projects occur at a variety of buildings throughout the Library system. The CRP ensures that the useful life of Library buildings is maximized and new construction and/or

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

major remodeling projects are deferred. CRP supports a quality environment for the public and for our staff. This need is currently being met by annual funding of the CRP, which comes from Johnson County Library's Operating Fund. The CRP database is continually updated to prioritize expenditure of funds and projects.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget. Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

CRP Projects are generally implemented during the fiscal years that they are funded. A portion of the projects carry over to subsequent years before being completed.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

The CRP enables the Library to pursue their Strategic Priorities by properly maintaining the facilities that house Library functions.

The Library CRP directly relates to the BOCC's Strategic Priorities regarding Health and Safety and Fiscal Health, by appropriately planning for repair and replacement of Library building components and systems – with energy efficient upgrades when possible.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop	
Project:	Capital Replacement Plan (CRP)	Priority #	0	Year Requested 2027

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Building Envelope / Roofing / Exterior Building Signage		928,392	794,559	884,234	973,123	632,000	4,212,308
Parking Lots / Site Repair / Irrigation / Landscaping/ADA		386,966	278,342	719,533	444,356	412,455	2,241,652
Interior Work / Finishes / ADA		1,220,648	656,569	1,177,827	657,988	870,775	4,583,807
Subtotal	0	2,536,006	1,729,470	2,781,594	2,075,467	1,915,230	11,037,767
Equipment Expenditures							
Building HVAC / Electrical		579,269	998,623	528,916	651,321	785,650	3,543,779
Equip Replacement		824,460	782,250	643,100	675,800	650,000	3,575,610
Subtotal	0	1,403,729	1,780,873	1,172,016	1,327,121	1,435,650	7,119,389
Start-Up Capital							
							0
							0
Subtotal	0	0	0	0	0	0	0
Total Capital	0	3,939,735	3,510,343	3,953,610	3,402,588	3,350,880	18,157,156

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: Automated Materials Handling
(AMH) Upgrades

Date of Submittal: 1/30/26

Department Priority: 1

Project is: On-going from prior years [] Replacement [X] Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

Automated materials handling (AMH) systems, which automatically sort and move library items, are designed to make library operations smoother and more efficient. By leveraging smart and scalable technology, AMH systems enable staff and volunteers to spend less time on repetitive tasks, allowing them to focus on assisting visitors and enhancing the overall library experience.

The Library currently has replacement and upgrade needs for several AMH components. Specifically, the following items are nearing the end of their useful life and require replacement:

- A couple of sorters
- Dozens of self-check and RFID pads for patron service points
- New gates for Library patron entrance points

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

These upgrades are essential to maintain efficient library operations and ensure a high-quality experience for all visitors. As the current AMH components age it becomes increasingly more difficult to maintain and find the appropriate components to keep the aging equipment operational. Eventually these various AMH components would fall into a state of disrepair or obsolescence, to the point in which they are not usable or are frequently out of commission.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget. Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

As the current AMH components age and have become increasingly more difficult to maintain and find the appropriate components to keep them functional it has added on the burden of staff to maintain. Replacement of these various parts of the current AMH should take less of staff time once

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

replaced. The actual work on getting replacements made in 2027 is still to be worked out from a timeframe perspective and the work might need to happen over a longer span of time than just 2027 as some of this replacement work could end up taking place in 2028.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priority regarding infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Convenience.

Also having a functioning AMH systems should help ensure a pleasant patron experience and maximize staff time to provide exceptional patron services.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop	
Project:	Automated Materials Handling Upgrades	Priority #	1	Year Requested 2027

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Preliminary Studies							
Land Acquisition							
Design/Consulting							
Construction							
Public Art							
Subtotal	0	0					
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)		1,150,000					1,150,000
Subtotal	0	1,150,000	0	0	0	0	1,150,000
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	1,150,000	0	0	0	0	1,150,000

Completed Project total (Est 2027)

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: **Library**

Submitted by: **Tricia Suellentrop**

Project Name: **CLMP Study Project #1**

Date of Submittal: **12/29/25**

Department Priority: 2

Project is: On-going from prior years [] Replacement Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The Library is in the process of refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services and technology. We know there will be future capital requests and this item serves as a placeholder for the first prioritized capital project out of the updated CLMP.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

This first project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.

If not funded, we would continue to provide maintenance and repairs to the existing building for as long as possible before closing the branch when repair is no longer possible.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget. Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

The following timeline is anticipated and may change:

Programming Study	Q1	2028
Architect Selection	Q1	2030
Program Verification/Design and Documentation	Q2-Q4	2030
Bidding/Approvals	Q1	2031

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Construction	Q2-Q3 2031-2032
Furniture Installation/Move in	Q4 2032
Opening	Q4 2032

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priorities of Health and Safety and Fiscal Health by appropriately planning to support our growing community by providing welcoming, energy efficient, and high-quality spaces.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communication, and Convenience.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop		
Project:	Project 1	Priority #	2	Year Requested	2029

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Preliminary Studies			450,000				450,000
Land Acquisition							0
Design/Consulting				4,098,354			4,098,354
Construction						18,296,046	30,493,410
Public Art				350,417			350,417
Subtotal	0	0	450,000	4,448,771	0	18,296,046	35,392,181
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)						3,510,863	5,851,438
Subtotal	0	0	0	0	0	3,510,863	5,851,438
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	0	450,000	4,448,771	0	21,806,909	41,243,620

Completed Project total (Est 2032)

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: **Library**

Submitted by: **Tricia Suellentrop**

Project Name: **CLMP Study Project #2**

Date of Submittal: **12/29/25**

Department Priority: 3

Project is: On-going from prior years [] Replacement Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The Library is in the process of refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services and technology. We know there will be future capital requests and this item serves as a placeholder for the first prioritized capital project out of the updated CLMP.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

This second project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.

If not funded, we would continue to provide maintenance and repairs to the existing building for as long as possible before closing the branch when repair is no longer possible.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget. Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

The following timeline is anticipated and may change:

Programming Study	Q2-Q3 2031
Architect Selection	Q2 2033
Program Verification/Design and Documentation	Q3-Q1 2033-2034
Bidding/Approvals	Q2 2034

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Construction	Q3-Q4 2034-2035
Furniture Installation/Move in	Q1 2035
Opening	Q1 2035

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priorities of Health and Safety and Fiscal Health by appropriately planning to support our growing community by providing welcoming, energy efficient, and high quality spaces.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communication, and Convenience.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop		
Project:	Project #2	Priority #	3	Year Requested	2031

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Preliminary Studies						766,580	766,580
Land Acquisition							0
Design/Consulting							4,343,951
Construction							34,262,396
Public Art							374,335
Subtotal		0	0	0	0	766,580	39,747,262
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)							6,583,936
Subtotal	0	0	0	0	0	0	6,583,936
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	0	0	0	0	766,580	46,331,198

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Selection of Comprehensive Library Master Plan Consultant

Issue: Consider authorizing a contract with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) for Comprehensive Library Master Planning Services, as described in Request for Proposal (RFP) No. 2025-044.

Suggested Motion: I move to authorize a contract with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) for Comprehensive Library Master Planning Services for an amount not to exceed \$371,000.00, per Request for Proposal (RFP) #2025-044.

Background: Johnson County Library will be updating its Comprehensive Library Master Plan (CLMP) to ensure alignment with evolving community needs. Last approved by the Library Board in 2015, this holistic planning document will provide a strategic, flexible, long-term framework to guide decision-making for services, operations, and facilities, positioning the Library system for sustained impact in the years ahead. The project's goals include:

- To re-assess, revise, and expand evaluations, recommendations, and implementation strategies of the 2015 Comprehensive Library Master Plan.
- To establish clear and realistic goals, objectives, and implementation strategies that can guide JCL's decision-making for the next 30 years with periodic updates every ten years.
- To ensure the Library system stays relevant and adaptable to evolving community needs.
- To identify services and service gaps to support the needs of JCL's service area.
- To evaluate existing assets to determine what should be maintained, repurposed, or phased out based on alignment with overall impact, goals, and community need.
- To conduct a comprehensive evaluation of existing services and deliver strategic recommendations that include discontinuing low impact and high cost activities to prioritize efficiency, quality, and overall performance.
- To identify potential resources, sites, buildings, and partnerships that best support the proposed solutions in response to community trends and influences.

Analysis: On October 16, 2025 the Financial Management and Administration, Purchasing Division, issued Request for Proposal (RFP) No. 2025-044 to select a consultant to provide Comprehensive Library Master Planning services via IonWave, the County's electronic bidding website. The RFP was also advertised in the Legal Record and posted electronically on the Johnson County website. Auto-generated notices of the bid opportunity were sent to 1,093 firms. 52 firms viewed the RFP.

A total of seven (7) responsive proposals were received by the RFP closing on November 20, 2025, and three (3) finalists were interviewed: BerryDunn, Group 4 Architecture, and Sapp Design Architects. The other four (4) responsive firms who submitted proposals were: Bialosky, Dake Wells Architecture, HBM Architects, and Steinberg Hart.

The evaluation of each interview was based on a scale of 100 points: 30 points for Project Approach & Management Plan; 30 points for Key Team Members & Staff Utilization; 15 points for Firm Experience; 15 points for Communication Plan; and, 10 points for Cost. Determination is made by the final ranking noted in parentheses. The results are as follows:

Evaluation Criteria	Maximum Points	BerryDunn	Firm B	Firm C
Project Approach & Management Plan	30	24	22	21
Key Team Members & Staff Utilization	30	24	22	19
Firm Experience	15	11	12	11
Communication Plan	15	11	10	8
Cost	10	10	6.70	8.92
TOTAL (Rank)	100	80	73	68

RANKING W/ COST	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	Total	Final Ranking
Firm A (named)	1.0	1.0	2.0	1.0	2.0	1.0	1.0	9.0	1
Firm B	2.0	3.0	1.0	2.0	1.0	2.0	2.0	13.0	2
Firm C	3.0	2.0	3.0	3.0	3.0	3.0	3.0	20.0	3

RANKING W/O COST	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	Total	Final Ranking
Firm A (named)	1.0	1.0	2.0	1.5	2.0	1.0	1.0	9.5	1
Firm B	2.0	3.0	1.0	1.5	1.0	2.0	2.0	12.5	2
Firm C	3.0	2.0	3.0	3.0	3.0	3.0	3.0	20.0	3

The evaluation committee consisted of staff from the Library in addition to Facilities Management, Budget, and Mental Health departments. Based upon the initial proposals and scoring of these firms, the committee interviewed the top three (3) firms, and following interviews recommend BerryDunn.

BerryDunn demonstrated significant experience with Master Planning and a clear and complete understanding of the scope of services. The team brought a unique, holistic approach to staff and community engagement, data analysis, and project management. BerryDunn has successfully provided similar services to other similar agencies.

Cost was evaluated based on the scope of work defined in the RFP. The budgetary estimated cost of this service is \$570,000.00. The base cost fee proposals submitted by the three (3) finalists ranged from \$301,000.00 to \$449,500.00. An allowance has been added to the base cost proposal to be utilized at the Library's discretion for any additional services that had yet to be determined for the project at the time of solicitation for Comprehensive Library Master Planning services. A breakdown of the contract amount with BerryDunn is provided below.

Base Cost Proposal	\$301,000.00
Allowance for Additional Services	\$70,000.00
Total Contract Amount	\$371,000.00

Funding Overview: Funding for this work has been allocated in the approved 2025 CIP budget.

Alternatives: 1) Authorize the contract. 2) Do not authorize the contract.

Recommendation: Staff recommends the Library Board authorize a contract with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) for Comprehensive Library Master Planning Services for an amount not to exceed \$451,000.00, which includes the base cost amount of \$301,000.00 and an allowance for additional services up to \$150,000, all in accordance with BerryDunn's cost proposal.

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County's purchasing policies and procedures and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CIP budget.

Legal Review: Library legal counsel has approved the contract as to form.

Suggested Motion: I move that the Library Board authorize a contract with Berry, Dunn, McNeil & Parker, LLC (BerryDunn) to provide Comprehensive Library Master Planning Services for an amount not to exceed \$371,000.00, as described in RFP #2025-044.

AGREEMENT FOR COMPREHENSIVE LIBRARY MASTER PLANNING SERVICES

This Agreement for Comprehensive Library Master Planning Services (“Agreement”) is made as of this _____ day of _____ 2026, between the Board of Directors of the Johnson County Library (“JCL” or “Library”) and Berry, Dunn, McNeil & Parker, LLC (“Consultant”), a firm with substantial, national experience in civic and library master planning. JCL and Consultant are each a “Party” and collectively, the “Parties.”

BACKGROUND

- A. Authority. JCL is a quasi-municipal entity possessing authority pursuant to K.S.A. 12-1223, et seq., to enter into contracts for Services, among other matters. JCL is entering into this Agreement pursuant to the authority set forth in its authorizing statutes.
- B. Issuance of Request for Proposal for Comprehensive Library Master Planning Services. On October 16, 2025, the Board of Directors of the Johnson County Library, with the support of Johnson County, Kansas, issued Request for Proposal No. 2025-044 (“RFP”) seeking proposals from qualified firms with expertise in strategic civic and library master planning services that would be able to assist JCL in updating and significantly expanding the Library’s 2015 Comprehensive Library Master Plan (the services described in the RFP are referred to herein are “Services”). The RFP is incorporated by reference as terms in the body of this Agreement.
- C. Consultant’s Response to the RFP. On November 20, 2025, the Consultant submitted its qualifications and proposal in response to the RFP. The Consultant’s entire RFP response submittal is referred to as the “Response.” The Response is incorporated by reference as terms in the body of this Agreement. In the Response, Consultant indicates Consultant has the expertise, capabilities, and relevant professional experience necessary to undertake and complete the Services.
- D. Selection Committee Recommendation. After undertaking a thorough review of Consultant’s qualifications and completing the process described in the RFP, the RFP Selection Committee recommended that the Consultant be selected to perform Services for JCL.
- E. Desire to Enter into Agreement. JCL and Consultant accordingly desire to contract for Consultant’s Services to the Library on the terms described in this Agreement.

Now, therefore, in consideration of the above recitals, the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Agreement to Provide Services.** Consultant shall provide JCL the Services described in the RFP. Consultant shall undertake and complete Services in a timely and workmanlike manner in accordance with this Agreement and pursuant to the schedule set forth in the RFP. Consultant agrees at all times to consult with members of the JCL staff as the work progresses.
 - a. **Comprehensive Library Master Planning Basic Services.** The Parties acknowledge and agree the Services contemplated by this agreement are described in the RFP, which is attached to and incorporated in this Agreement marked as Exhibit A. To the extent a conflict exists between the RFP and the terms of this Agreement, the RFP will control and prevail, except as otherwise explicitly provided.
 - b. **Compensation for Services.** Consultant shall render and complete the Services on the terms in this Agreement for a sum that does not exceed \$301,000.00 (“Fee”). Consultant acknowledges and agrees the Fee includes all sums, costs, and expenses Consultant reasonably anticipates incurring in connection with performing the Services. The Fee is more particularly described in the “Cost Proposal,” which is attached to and incorporated in this Agreement marked as Exhibit B.
 - c. **Optional or Additional Services.** Should the Consultant be requested to provide optional or additional services for JCL relative to, and in connection with, but additional this Agreement, the Contractor shall be compensated for such services rendered and expenses reasonably incurred in addition to the Fee in the amount and rates as may be mutually agreed to by the Parties hereto, unless already provided under the Cost Proposal, which will control and prevail.
2. **Terms and Conditions.** The Parties acknowledge and agree the Terms and Conditions set forth as Section 8 in the RFP, as attached to and incorporated herein as the “Terms” marked Exhibit C, are an integral part of and terms to the body of this Agreement and binding upon the Parties. Consultant shall comply with the Terms in rendering the Services under this Agreement. To the extent a conflict exists between the Response or any other writing or agreement submitted by Consultant with the Terms, Consultant acknowledges and agrees the Terms will control and prevail.
3. **Miscellaneous Provisions.**
 - a. **Background Recitals Incorporated by Reference.** The Background recitals set forth above are incorporated by reference and made a part of the agreements set forth herein.

- b. Board Approval. Consultant acknowledges and agrees this Agreement is conditioned upon the approval of the Board of Directors of the Johnson County Library.
- c. Good Standing. Consultant shall be authorized to do business in the State of Kansas and shall maintain good standing pursuant to the laws of this State and any other applicable law.
- d. Independent Contractor Status. Consultant is an independent contractor. The Parties acknowledge and agree Consultant is contracting independently with JCL and is not an agent, employee or representative of JCL. Consultant shall be responsible for the payment of all taxes and assessments with regard to Consultant's employees, subcontractors or agents and will comply with all other requirements of Federal and state laws relating thereto.
- e. Warranty of Ability to Perform. Consultant shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of the Consultant's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the Consultant's obligations, diminish the Consultant's obligations, or diminish the Consultant's financial ability to perform the terms of this Agreement. During the term of this Agreement, if any of the aforementioned events occur, the Consultant must immediately notify, in writing, JCL of the same.
- f. Subcontracting. It is understood and acknowledged by the Parties that should the Consultant intend to subcontract some services required under this Agreement to those other than the outside key firms identified in its Response, the Consultant agrees to obtain prior written approval from JCL of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of the Consultant and not JCL, and the Consultant shall remain fully liable to JCL for the proper discharge of all the services required hereunder regardless of by whom they are performed.
- g. Documents and Records. Consultant shall maintain full and accurate records of all matters covered by this Agreement, and JCL shall have access during regular business hours to such records. All survey notes, reports, design plans, specifications, special studies, records, project deliverables and other data prepared under this Agreement are the property of JCL upon completion or termination of the services. All materials produced in performance of work under this Agreement are the sole property of JCL, and the Consultant shall have no right or property

interest in any produced materials and hereby agrees it shall not reserve any interest by license, copyright, or other proprietary claim in or to any such materials.

- h. Confidentiality. Except as expressly authorized by prior written consent of Disclosing Party, Receiving Party shall: (a) use all Confidential Information received by Receiving Party solely for purposes of discussing, evaluating or furthering the Relationship and for no other purpose whatsoever; (b) limit access to any Confidential Information received only to the directors, officers, employees, consultants or other temporary workforce members, attorneys, advisors, accountants or other representative supporting the Receiving Party in evaluating a possible Relationship and with a duty to maintain the confidentiality of information received from the Receiving Party (“Representative(s)”) and who have a strict need to know the Confidential Information, use the Confidential Information solely to support or further the Relationship, and have been advised of the confidential and proprietary nature thereof; (c) use appropriate physical, administrative, and technological safeguards to secure all Confidential Information received by using a reasonable degree of care, but not less than the degree of care used by Receiving Party in safeguarding its own similar information or material, or as required by law or contract; and (d) notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and any breaches of its information security systems or attempts to penetrate such systems. The Receiving Party will be liable and responsible for any breach of this Agreement by any of its Representatives and for any other action or conduct on the part of any of its Representatives that is inconsistent with any provision of this Agreement. The Receiving Party will (at its own expense) take all actions necessary to restrain its Representatives from making any unauthorized use or disclosure of any of the Disclosing Party’s Confidential Information.
- i. Minimum Cyber of Security Standards. Consultant shall comply with the following cyber security standards: (i) perform routine backup and archiving for the length of the Agreement term; (ii) meet industry standard security measures at all data centers; (iii) enact network security and firewall protection; (iv) perform ongoing maintenance of all operating systems and applications in compliance with industry standards; and (v) perform regularly scheduled penetration testing and remediation of any identified vulnerabilities.
- j. Third-Party Security Audits. Consultant shall allow JCL or a third-party auditing firm to conduct an annual SSAE 18 audit. Consultant shall comply with the terms of the audit. Upon JCL’s request, Consultant shall provide JCL with a copy of the audit results. Consultant shall also provide access to its more recent SOC2 Type II audit test. In the event Consultant is found noncompliant with audit standards, Consultant shall remediate and provide JCL with evidence of such remediation.

This Agreement may be terminated if Consultant fails to comply with this provision and industry security standards.

- k. **Data Breach Response.** Consultant shall immediately notify JCL in writing if Consultant suspects or becomes aware of any unauthorized access to JCL's data. Consultant shall, at its own expense, fully cooperate with JCL to prevent or stop the underlying cause of a breach. Further, Consultant shall fully and immediately comply with all applicable state and federal data breach laws and regulations.
- l. **Third-Party Beneficiary.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.
- m. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- n. **Applicable Law.** This Agreement shall be governed by the laws of the state of Kansas.
- o. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, which together shall constitute only one instrument. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document. The use of electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

[Remainder of page intentionally blank; signature page follows.]

Agreement for Comprehensive Library Master Planning Services
Johnson County Library

Signature Page.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first written above.

“JCL”

Board of Directors of the Johnson County
Library

By: _____
Jeffrey Mendoza, Chair

“CONSULTANT”

Berry, Dunn, McNeil & Parker, LLC

By: _____
Name: _____
Title: _____

[Remainder of page intentionally blank; exhibits follow.]

Agreement for Comprehensive Library Master Planning Services
Johnson County Library

EXHIBIT A
REQUEST FOR PROPOSAL (RFP)



Financial Management & Administration

**REQUEST FOR PROPOSAL
FOR
COMPREHENSIVE LIBRARY
MASTER PLAN REFRESH**

RFP NO. 2025-044

ISSUE DATE: 10/16/2025

OPEN DATE & TIME: 11/20/2025 AT 2:00PM CT

Purchasing Administrator: Megan Wasek, CPPB

Contact Information: megan.wasek@jocogov.org / 913.715.0591

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1. TENTATIVE SOLICITATION TIMELINE

Issue RFP	10/16/2025
Clarification (Question) Deadline	11/07/2025 at 5:00PM CT
Proposal Deadline / Opening	11/20/2025 at 2:00PM CT
Firms Notified if Shortlisted for Interviews	12/18/2025
In-Person Interviews (Firm Date)	1/12/2026
Notice of Intent to Award	1/16/2026
JCL Board Authorization Date	2/12/2026

2. INTRODUCTION

The Board of Directors of the Johnson County Library, with the support of Johnson County, Kansas, is seeking proposals from interested and experienced firms to develop a Comprehensive Library Master Plan Refresh, as more fully described herein.

2.1. JOHNSON COUNTY LIBRARY BACKGROUND

The Johnson County Library system includes a Central Resource Library and 14 branch libraries in Johnson County, Kansas. The Johnson County Library (“Library”) strives to create an environment for people to learn, explore, enjoy, create, and connect. The facilities and staff provide access to ideas, information, experiences, and materials that support and enrich people’s lives. In addition to circulating more than six million items annually the 14 Library locations provide literary events, book discussions, children’s programs, and educational programs for the community. Please refer to the Johnson County Library website for additional information at www.jocolibrary.org. In 2015, the Library completed their Comprehensive Library Master Plan reflecting a cohesive and connected guide for services, operations, and facilities moving into the future. The summary and full report can be found here <https://www.jocolibrary.org/about/master-plan>. The Library is governed by the Board of Directors of the Johnson County Library, which appoints the County Librarian who oversees managerial and operational aspects of the Library.

2.2. JOHNSON COUNTY, KANSAS BACKGROUND

Johnson County is a local government organized on September 7, 1857, and located in the Kansas City metropolitan area of northeast Kansas. The County serves a diverse and expanding population through four county agencies and 26 county departments and offices. The County has more than 4,000 public servants serving in more than 52 offices located through-out the County and dedicated to helping Johnson County’s more than 600,000 residents remain part of a safe and vibrant community. Johnson

County is governed by a seven-member, non-partisan, elected Board of County Commissioners (BOCC). The BOCC appoints a County Manager. Johnson County also has both an elected Sheriff and District Attorney.

In addition to the traditional governmental operations of public health and safety, codes regulations, and tax collection, Johnson County operates a major intermodal transportation system, two (2) airports, railroad and business park, fourteen libraries, four multi-service centers, a parks and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. More information on Johnson County can be found on our public website (www.jocogov.org), as this site provides information on the organization and a complete directory of services provided as well as the wide range of public resources available.

3. QUALIFICATIONS

To be considered for award, each Respondent shall demonstrate the following minimum criteria as part of a proposal:

1. Firm shall have served as the lead or prime consultant on at least three (3) successful civic planning projects within the past ten (10) years. This experience must include a documented strategy for reaching diverse and historically underrepresented populations. Library-specific planning project experience preferred.
2. Key personnel shall demonstrate familiarity with national and industry standards relevant to public library master planning, including but not limited to: American Library Association (ALA); Institute of Museum and Library Services (IMLS); LEED certification or other equivalent green building practices; and compliance with the Americans with Disabilities Act (ADA).

4. SCOPE OF SERVICES

The “Project Purpose and Goals” and “Project Scope” of the Comprehensive Library Master Plan Refresh will serve as a tool for prioritizing needs and establishing short and long-term strategic decisions over a 30 year period (with periodic updates every 10 years). It must be an ongoing, flexible, planning and decision-making tool for Johnson County Library (“Library” or “JCL”).

4.1. PROJECT PURPOSE AND GOALS

1. To re-assess, revise, and expand the evaluations, recommendations and implementation strategies of the 2015 Comprehensive Library Master Plan.
2. To establish clear and realistic goals, objectives, and implementation strategies that can guide JCL’s decision-making for the next 30 years with periodic updates every ten years.
3. To ensure the Library system stays relevant and adaptable to evolving community needs.
4. To identify services and service gaps to support the needs of JCL’s service area.
5. To evaluate existing assets to determine what should be maintained, repurposed or phased out based on their alignment with overall impact, goals and community need.
6. To conduct a comprehensive evaluation of existing services and deliver strategic recommendations that include discontinuing low impact and high cost activities to prioritize efficiency, quality, and overall performance.
7. To identify potential resources, sites, buildings and partnerships (e.g. County, Private, Public) that best support the proposed solutions in response to community trends and influences.

4.2. PROJECT SCOPE

1. Community Needs Assessment

- a. Review and evaluate JCL-provided inventory of physical buildings and infrastructure in Johnson County.
- b. Review and evaluate JCL-provided information on public program opportunities in Johnson County, and services provided by JCL.
- c. Review County Government and area Master Plans, including and not limited to:
 - i. Comprehensive Library Master Plan (2015)
 - ii. County Documents and Reports
 - iii. Olathe, KS Library Master Plan
 - iv. County Strategic Facilities Master Plan (SFMP)
- d. Identify demographic changes and trends that impact library needs for Johnson County
- e. Evaluate the distribution of JCL services (including programs, services and service lines).

2. Public Input
 - a. Provide opportunities for public comment and citizen input in person and online as appropriate and effective.
 - b. Facilitate and document focus group meetings.
 - c. Provide a statistically significant community survey administered randomly via mail or e-mail to households within Johnson County.
 - i. Provide Johnson County Library project team with the raw data and analysis of responses from the survey.
 - d. Create, facilitate, and document workshops or other public meetings to solicit public input.
 - i. “Summits” for stakeholders
 - ii. Consider sessions by geographic area
 - iii. General staff input sessions – Library will facilitate and document, and provide data to consultant
 - iv. Library/County subject matter expert / stakeholder sessions
 - e. Create, facilitate, and document workshops or public presentation of preliminary findings.
3. Stakeholder input – Including but not limited to:
 - a. Board of Directors of Johnson County Library
 - b. JCL Staff
 - c. JCL users and non-users
 - d. Friends of Johnson County Library
 - e. Johnson County Library Foundation
 - f. Cities within the JCL service area, their elected officials, and City managers
 - g. User Groups such as MOU Partners, Olathe Public Library
 - h. Johnson County Board of County Commissioners
 - i. County departments and agencies, such as: Facilities, Parks and Recreation, Planning, Housing, and Community Development, Budget and Financial Planning, Developmental Supports, Mental Health, Department of Corrections, Department of Health and Environment, Human Resources, Sheriff, Department of Technology and Innovation.
 - j. Educators, including area school districts, higher education, homeschool
 - k. Business and Corporate community (e.g., Chambers of Commerce, Convention and Visitors Bureaus, etc.).
4. Services, Technology, Staffing, and Infrastructure Analysis

- a. Analyze emerging Library trends and identify those most applicable to JCL's service area.
- b. Analyze JCL's market focus and opportunities
- c. Analyze JCL's services
- d. Provide benchmark evaluation of JCL services against peer libraries, community demographics, and ease of/barriers to access.
- e. Provide benchmark evaluation of patron-facing JCL technologies against agencies of similar size and community demographics. Evaluate the technology infrastructure to deliver services, recommendations to advance and grow to meet the needs, including the continuity of operations
- f. Provide benchmark evaluation of JCL collections and materials handling systems against agencies of similar size and community demographics.
- g. Provide benchmark evaluation of public programs against nonprofit and for-profit organizations in the Johnson County service area.
- h. Provide benchmark evaluation of staffing models and staff workflow efficiencies.
- i. Provide insights in support of a Return on Investment (ROI) study of JCL, its services and the economic impact on the community.

5. Prioritization of Demands and Needs
 - a. Re-assess the recommendations and square foot per capita target of the 2015 CLMP against current realities and projected needs
 - b. Identify the core services, prioritize the essential and value-added services, and identify the resources required to implement these priorities.
 - c. Facility needs:
 - i. Evaluate the adequacy of existing facilities to accommodate current interests and demands. Provide strategies for re-use or retrofit of facilities that are under-utilized to better meet library needs.
 - ii. Provide comprehensive update and expansion of existing facility property condition analyses from 2015.
 - iii. Provide comprehensive sustainability assessment and analysis for all facets of library facilities, fleet, processes, and services, and provide recommendations for how sustainability can be improved.
 - iv. Provide recommendations related to potentially co-locating with partners or other possible entities.
 - d. Future Development Needs
 - i. Prioritize development of future libraries and identify capital improvement priorities for the next 10, 20, 30 years.
 - ii. Prioritize development of future strategic projects and initiatives and identify strategic milestones and metrics for the next 10, 20, 30 years.
6. Partnerships
 - a. Evaluate JCL's interactions, cooperation, and coordination with other County departments. Suggest collaborations with departments that would increase efficiencies or provide additional benefits to the community, the library, and other County departments.
 - b. Explore opportunities for collaboration or expansion of existing collaborations with:
 - i. Other jurisdictions
 - ii. Area school districts and higher education
 - iii. Non-profits businesses and the corporate sector
7. Implementation and Funding

- a. Provide a phasing and implementation/funding timeline, including key decision points
- 8. Presentations – Incremental
- 9. Four (4) updates to the JCL Board at their regularly scheduled meetings, which typically occur on the second Thursday of every month at 4 p.m. (Central) at the Central Resource Library
- 10. Presentations - Final Findings
 - a. Presentation to the JCL Board
 - b. A series of facilitated presentations / interactions with the Public / Community
 - c. A series of facilitated presentations with the Stakeholders
 - d. Presentation to the Board of County Commissioners of Johnson County

4.3. **DELIVERABLES**

- 1. Provide a written report of findings and recommendations with an executive summary. Provide thirty (30) printed/bound copies of the final report as well as PDF and native files of the report and any appendices, maps, etc.
- 2. Provide a public presentation package that summarizes the results and recommendations of the plan. This package will include a written executive summary and a PowerPoint presentation describing the methodology of the study and providing a general overview of the study's conclusions and recommendations. This package shall also include up to six (6) renderings/vignettes of possible spaces and activities within the newly envisioned library system as a whole.
- 3. Provide a Capital Improvement Plan with 5, 10, and 15 year project lists and cost estimates
 - a. Anticipated Capital cost estimates on a per facility and/or location basis, including site development and/or acquisition costs as needed
 - b. Anticipated Owner's / soft cost estimates on a per facility basis, created in conjunction with the Library and County
- 4. Provide procedures, processes, and strategies for updating the Comprehensive Library Master Plan on a periodic basis.

The successful firm shall, as part of the process to achieve the Project Scope:

- 1. Provide a project plan identifying the proposed strategy for accomplishing the work and the key elements of the study with associated milestones.
- 2. Provide a detailed list of assumptions.
- 3. Provide draft and progress reports on a scheduled basis for each of the components of the work.
- 4. Work collaboratively with the Core Project Team in all aspects of this process.

4.4. **LIBRARY DELIVERABLES**

Library staff will provide the following to the selected firm:

- 1. Johnson County Library organizational chart
- 2. JCL's progress toward implementing the 2015 CLMP plan's recommendations
- 3. Map of JCL service area
- 4. Findings / Recommendations from Resource X project
- 5. Return on Investment Study 2015

6. Library Strategic Plan
7. Inventory of current staff and open positions for each department contained within
8. Inventory of County Buildings and all available CAD and hard line drawings as needed
9. Collected materials on Library programs and services provided by JCL
10. Information on program opportunities in Johnson County
11. Current collections information and makeup

5. QUESTIONS

To ensure open and fair competition for all potential respondents, we encourage you to submit questions up until the Clarification Deadline by selecting 'Ask Question' on the solicitation event at: <https://jocogov.ionwave.net>

Respondent should make NO CONTACT, either written or verbal, with the Board of County Commissioners, Johnson County Library Board, Johnson County legal counsel, Library legal counsel, department personnel, consultants, or other county boards beginning with the issuance of this document through approval of award. Violation of this requirement may result in disqualification.

6. CONTRACT TERM

The Contract resulting from this RFP shall be effective once duly executed and will remain in full force and effect until all deliverables have been met and final payment has been made by the Library to the Contractor.

7. EVALUATION PROCESS

The proposals will be evaluated by an Evaluation Committee usually composed of County personnel, Library personnel, or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria.

The County's RFP process, including this solicitation in cooperation with the Library, is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the sample scoring and categories below.

Numerical scores will be tabulated and ranked by the Purchasing Administrator. The finalists will be determined by the rank and will be "short listed" for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case interviews are waived, cost proposals will be requested from all who responded to the solicitation.

Finalist firm interviews shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the sample scoring and categories below.

The Fee/cost proposal will only be required of finalists and due at the time of the interview. The cost proposal shall not be opened until all of the technical/qualification evaluation of the interview is complete. The Purchasing Administrator will award maximum points to the lowest fee/cost proposal and add to appropriate firms' total.

Following the interviews, the Evaluation Committee will select and/or recommend one (1) firm to provide the Library the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the

staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. Final contract authorization will be made by the Library.

SAMPLE SCORING GUIDELINES							
	35 Point Question	30 Point Question	25 Point Question	20 Point Question	15 Point Question	10 Point Question	5 Point Question
Outstanding	29-35	25-30	21-25	17-20	13-15	9-10	5
Exceeds Acceptable	22-28	19-24	16-20	13-16	10-12	7-8	4
Acceptable	15-21	13-18	11-15	9-12	6-9	5-6	2-3
Marginal	0-14	0-12	0-10	0-8	0-5	0-4	0-1

PROPOSAL

<u>Criteria</u>	<u>Description</u>	<u>Available Points</u>
Project Approach	Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by its proposal.	30
Stakeholder Engagement	Evaluate the firm's proposed strategies for community involvement, inclusivity, and effective communication.	15
Quality of Similar Work	Assess the comparable projects provided in the Respondent's Illustrative Work. Is the firm experienced in providing services similar to that requested in the RFP?	20
Key Personnel	Consider the experience and background of the specific personnel that shall be assigned to the Project and the involvement of those persons as a team in similar projects.	25
Applicable Resources	Consider why the Respondent believes it is especially qualified and differentiates themselves from other firms, such as specialized equipment or team members, awards or recognitions, motivation, or special approaches that would be relevant to the Project.	10

INTERVIEW

<u>Criteria</u>	<u>Description</u>	<u>Available Points</u>
Project Approach & Management Plan	Evaluate the firm's proposed approach and understanding of the scheduling needs, quality control, collaboration effort, and documentation necessary to fulfill the Scope of Services.	30
Key Team Members & Staff Utilization	Based on the proposal/interview, consider the involvement and experience of the key personnel that will be assigned to the Project. Assess their response to questions, knowledge demonstrated, ability to meet schedules and involvement in discussion.	30
Firm Experience	Evaluate the firm's demonstrated experience with similar projects based on their proposal and interview.	15
Communication Plan	Assess the firm's strategy for engagement and communication throughout the project process, as well as individual key personnel communication skills, as evident through the interview.	15
Cost	Cost will only be required of finalists and is due by the Interview. Cost will be evaluated and assigned a point value based on Purchasing's formula (lowest cost proposal / cost proposal being scored X maximum cost proposal points)	10

8. STANDARD TERMS AND CONDITIONS

8.1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this solicitation document or any amendment hereto, the definition or meaning described below shall apply.

Agency and/or Department mean(s) the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Financial Management and Administration, Purchasing Division.

Amendment/Addendum means a written, official modification to a solicitation document or to a contract.

Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the performance requirement.

Board of County Commissioners or BOCC means the governing body of Johnson County, Kansas.

Purchasing Administrator means the procurement staff member of the Financial Management and Administration, Purchasing Division. The Contact Person as referenced herein is usually the Purchasing Administrator.

Contract means a legal and binding agreement between two or more competent parties for the purchase of equipment, supplies, and/or services.

Contractor means a person, firm, or organization who is a successful Respondent as a result of a proposal and who enters into a contract.

County means Johnson County, Kansas.

Exhibit applies to forms which are included with a proposal for the Respondent to complete and return with the electronic submission prior to the specified opening date and time.

Library means Johnson County Library.

Library Board means the Board of Directors of the Johnson County Library.

Project means the development of a comprehensive library master plan refresh for the Library.

RFP Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the electronic submission of the Request for Proposal by the Financial Management and Administration, Purchasing Division.

Request for Proposal (RFP) means the solicitation document issued by the Financial Management and Administration, Purchasing Division, to potential respondents for the purchase of equipment, supplies, and/or services as described in the document. This definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

Respondent mean(s) the person, firm, or organization that responds to a solicitation document by submitting a response to provide the equipment, supplies, and/or services as required in the solicitation document.

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated any further.

Shall has the same meaning as the word must and is an obligation to the condition.

Should means that a certain feature, component and/or action is desirable and not mandatory.

8.2. OPEN COMPETITION

It shall be the Respondent's responsibility to ask questions, request changes or clarification, or otherwise advise the Financial Management and Administration, Purchasing Division, in writing, if any language, specifications, or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements to a single source. Any and all communication from respondents regarding specifications, requirement, solicitation process, etc., must be directed to the Purchasing Administrator from the Financial Management and Administration, Purchasing Division, as indicated on the first page of this document. Such communication should be received at least nine (9) business days prior to the official RFP opening date.

Reasonable best efforts shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable solicitation process, all respondents will be advised, via the issuance of an amendment to the request, of any relevant or pertinent information related to the procurement. Therefore, respondents are advised that unless specified elsewhere, any questions received by the Financial Management and Administration, Purchasing Division, less than nine (9) business days prior to the submittal opening date may not be answered.

Respondents are cautioned that the only official position of the Library and/or County is that position which is stated in writing and issued by the Financial Management and Administration, Purchasing Division, in the request or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement from the Library and/or County.

The Financial Management and Administration, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among respondents, price-fixing by respondents, or any other anti-competitive conduct by respondents which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

The Financial Management and Administration, Purchasing Division, reserves the right to officially modify or cancel a solicitation after issuance. Such a modification shall be identified by an amendment/addendum.

8.3. PREPARATION OF SUBMITTAL

Respondents must examine the entire request carefully. Failure to do so shall be at Respondent's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All submittals must meet or exceed the stated specifications/requirements.

8.4. SUBMISSION OF PROPOSALS

A proposal must be submitted electronically at <https://jocogov.ionwave.net> and must: (1) be signed electronically by a duly authorized representative of the Respondent's organization; and (2) contain all information required by the RFP.

Respondent must register as a supplier in IonWave at <https://jocogov.ionwave.net> at least two (2) business days prior to the RFP opening to ensure a successful registration. No other method of submitting proposals will be accepted. If there is difficulty submitting electronically, contact the Purchasing Administrator for assistance.

A response may be modified or withdrawn prior to the official opening date and time specified. No respondent may submit more than one response.

8.5. PROPOSAL OPENING

Openings are held publicly on the opening date and at the opening time specified in the RFP document via Zoom Video Conferencing at the link provided below. Respondents may notify the Purchasing Administrator no less than two (2) business days before the opening if they wish to attend in person for accommodation.

Join Zoom Meeting

<https://us02web.zoom.us/j/86047204976?pwd=0Dlx6VAm2Q7y6tkVg9Y5a9qbAViMaG.1>

Meeting ID: 860 4720 4976

Passcode: 801672

It is the Respondent's responsibility to ensure that the response is submitted electronically by the official opening date and time at <https://jocogov.ionwave.net>. Late submissions will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Respondent.

Unofficial tabulation of all submittals will be available as per Kansas Open Records Act (K.S.A. 45-215 et seq.)

8.6. EVALUATION/AWARD

Any pricing information submitted by a Respondent pursuant to the requirements of the RFP but not reflected on the pricing page shall be subject to evaluation if deemed by the Financial Management and Administration, Purchasing Division, to be in the best interests of the Library and/or County.

Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

Awards shall be made to the Respondent whose RFP (1) complies with all mandatory specifications and requirements of the proposal and (2) is the best RFP, considering price, responsiveness and responsibility of the Respondent, and all other evaluation criteria specified in the RFP.

When evaluating a proposal, the Evaluation Committee reserves the right to consider relevant information and fact, whether gained from a proposal, from a respondent, from respondent's references, or from any other source.

Any award of a contract shall be made by written notification from the Financial Management and Administration, Purchasing Division.

All submitted proposals and associated documentation shall be subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215 et seq.). The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

The Financial Management and Administration, Purchasing Division, reserves the right to request written clarification of any portion of the respondent's response in order to verify the intent of the respondent. The respondent is cautioned, however, that respondent's response shall be subject to acceptance without further clarification.

The Financial Management and Administration, Purchasing Division, reserves the right to award by item, groups of items, or on all or none basis; and reserves the right to reject any or all proposals in part, or in its entirety, to waive any minor technicality or irregularities of proposals received.

In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

Respondents who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at [Johnson County Administrative Policy & Procedures](#).

8.7. CONTRACT/PURCHASE ORDER

By submitting a proposal, the Respondent agrees to furnish any and all equipment, supplies and/or services specified in the RFP, pursuant to all requirements and specifications contained herein.

A binding contract shall include: (1) The RFP and any amendment thereto; (2) the Respondent's proposal submitted in response to the RFP; and (3) the Library's acceptance of the Respondent's proposal, in writing.

The Contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8.8. INVOICING AND PAYMENT

The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Project Team.

Payment for all equipment, supplies, and services shall be made in arrears. The Library shall not make any advance deposits, unless provided for in the contract.

The Library assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the Library's rejection and shall be returned at the contractor's expense.

The Library and the County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the RFP shall be deemed to have been accomplished within the State of Kansas.

8.9. CONFLICT OF INTEREST

The Respondent hereby covenants that at the time of the submission, the firm has no other contractual relationships which would create any actual or perceived conflict of interest. The Respondent further agrees that during the term of this contract neither the firm nor any of its employees shall acquire any other contractual relationships which create such a conflict.

8.10. CANCELLATION/TERMINATION OF CONTRACT

In the event of material breach of the contractual obligations by the Contractor, the Library, may cancel the contract. At its sole discretion, the Library, may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise provided for in the Contract, the actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

If the Contractor fails to cure the breach or if circumstances demand immediate action, the Financial Management and Administration, Purchasing Division will issue a notice of cancellation terminating the Contract immediately.

If the Library cancels the contract for breach, the Library reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Library deems appropriate and back charge the Contractor for any additional costs incurred thereby.

The Library reserves the right to terminate the Contract at any time for the convenience of the Library, without penalty or recourse, by giving the Contractor a written notice of such termination at least 30 calendar days prior to termination. The Contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

The Contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the Library is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Library's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the Library fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the Library of any kind whatsoever."

8.11. COMMUNICATIONS AND NOTICES

Any notice or other communication to the Contractor shall be made in writing via email, delivered personally, or by United States mail, postage prepaid, to the address listed in the proposal.

8.12. INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the BOCC, the Library, and their respective officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

8.13. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the Contractor agrees that:

The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, sex, religion or creed, age, disability, pregnancy, ancestry or national origin, military status or membership or service in the military;

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 Human Rights Commission (“Commission”);

If the Contractor fails to comply with the manner in which it 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 cancelled, terminated or suspended, in whole or in part, by the Library;

If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Library; and

The Contractor shall include the provisions of subsections immediately above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four (4) employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the Library.

8.14. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

8.15. GOVERNING LAW AND VENUE

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas, and the District Court of Johnson County, Kansas shall have jurisdiction over any controversy or claim arising out of, or relating to, the contractual agreements or their performance or interpretation.

8.16. HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold the BOCC and the Board of Directors of the Johnson County Library, and their respective officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter “claims”). Without limiting the generality of the foregoing, any and all such claims, relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the

indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

8.17. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

8.18. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the Library and/or County, 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 of the 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 to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Library and/or County any and all such books, documents, papers, and records.

8.19. HIPAA COMPLIANCE

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services ("DHHS") as found in 45 C.F.R. Parts 160 through 164 (the "HIPAA or DHHS regulations"), and the Health Information Technology for Economic and Clinical Health Act, Public Law 11-005 (the "HITECH Act"), as such laws and regulations may be amended from time to time, and enter into a Business Associate Contract with the Library and/or County, as may be required, so as to provide necessary reasonable assurances to the Library and/or County that the contractor as an Business Associate will comply with the portions of those laws and regulations made applicable to business associates by HIPAA and the HITECH Act.

8.20. TAX CLEARANCE FOR TAXES OWED TO LOCAL GOVERNMENTS

The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with the Library or County in the amount of \$150,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the Library.

8.21. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS

Within ten (10) calendar days after notification to enter into a contract, the successful Respondent must furnish the specified insurance and bonds required, if any. If any successful Respondent fails to furnish

said documents within ten (10) calendar days, the award to that Respondent may be withdrawn and awarded to the next acceptable proposal.

8.22. SURCHARGES

Surcharges (fuel or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.

8.23. ADDITIONAL SERVICES

The Library reserves the right to add additional services to the contract with the mutual consent of the contracting parties within the contract period.

8.24. NEGOTIATIONS

The Library reserves the right to negotiate any and all elements of a contract resulting from this solicitation process.

8.25. TRAVEL EXPENSES

The Library will reimburse reasonable and necessary travel and related expenses to the successful Contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at <http://www.gsa.gov/portal>. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the Library's prior approval and must have receipts to verify expenses.

8.26. PUBLICITY CLAUSE

Respondent must obtain prior written approval from the Library and/or County for use of information relating to the Library or County or the contract in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

8.27. OWNERSHIP

Any work product or deliverable report or date provided to the Library as a result of work performed while under contract shall be considered property of the Library and may be used in any fashion the Library deems appropriate.

8.28. OBJECTIONS

Any objections or concerns to the RFP language, terms and conditions, scope or other elements of the RFP must be included with the Respondent's response. Failure to note such concerns will indicate Respondent's acceptance of the same.

8.29. SAM (System of Award Management)

Supplier suspension or debarment will be verified through the federal System of Award Management at [SAM.gov | Home](https://www.sam.gov/).

8.30. CODES AND REGULATIONS

All work within the scope of this RFP shall be completed by the successful Respondent to all applicable current prevailing codes and regulations.

8.31. LICENSES AND PERMITS

The Contractor shall be, without expense to the Library or County, responsible for obtaining any necessary licenses and permits.

9. SPECIAL CONDITIONS

9.1. INSURANCE

Contractor shall carry and maintain in force for the duration of the Contract insurance coverage of the types and minimum limits, and under the terms and conditions, set forth in **Attachment A**, which is attached hereto and incorporated herein by reference.

10. INSTRUCTIONS FOR RESPONDING TO RFP

A response must be submitted electronically at <https://jocogov.ionwave.net> and must: (1) be signed electronically by a duly authorized representative of the Respondent's organization; and (2) contain all information required by the RFP.

Respondent must register as a supplier at <https://jocogov.ionwave.net> at least two (2) business days prior to the closing to ensure a successful registration. No other method of submitting proposals will be accepted. If there is difficulty submitting electronically, contact the Purchasing Administrator for assistance.

The following sets forth the specific items to be included in a response. It is the Respondent's responsibility to follow the instructions and guidelines and provide appropriate response attachments where requested.

- Total number of pages allowed shall not exceed 30 pages, exclusion of transmittal letter, table of contents, divider pages, and resumés.
- Proposal font size shall not be less than 11pt.
- Maximum page size is 8.5" x 11".

10.1. LETTER OF TRANSMITTAL

Respondent must submit a transmittal letter on its letterhead offering an overview of the firm, experience, and understanding of the County's request for proposal. The transmittal letter must also include the following:

- Reference to the RFP Name and Number.
- Signed by a representative who is authorized to sign such material and commit the Respondent to the obligation required.
- Name, title, and contact information of the primary contact for this RFP.

The following statements confirming the undersigned represents and warrants the following are also to be included:

- All statements contained in the proposal are factual and true.
- Identify any current or pending commitments or contracts that may be perceived as a conflict with this potential Agreement.

The transmittal letter may include other information deemed relevant by the Respondent.

10.2. TABLE OF CONTENTS

Proposals shall be submitted as one compiled PDF with a Table of Contents containing the following sections and page numbers:

ITEM	Page Number
Letter of Transmittal	-
Table of Contents	<i>i</i>
Project Approach and Understanding	Page X to X
Stakeholder Engagement	Page X to X
Illustrative Work	Page X to X
Key Personnel / Resumes	Page X to X
Additional Information or Resources	Page X to X

10.3. PROJECT APPROACH AND UNDERSTANDING

Concisely state the firm's understanding of the services required by the Library. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects, and any recommended additional or alternative scope items. The proposal shall address the following:

- Include a preliminary work plan or schedule of key milestones, engagement points, and deliverables.
- Explain how the proposed approach will be customized to address the diverse branch sizes, organizational structure, and community demographics within Johnson County's library system.
- Detail how the proposed approach incorporates future-proofing and flexibility to ensure the Master Plan remains relevant and adaptable over time.
- Explain the methods used to evaluate and integrate environmentally responsible practices, energy efficiency, and resource conservation into assessments and recommendations.

10.4. STAKEHOLDER ENGAGEMENT

Describe the strategies to ensure meaningful community and stakeholder involvement, inclusivity, and effective communication. The proposal shall address the following:

- Detail the tools and technologies proposed to engage with diverse stakeholder groups, and what engagement methodologies will be utilized to ensure meaningful involvement.
- Describe how conflicting input is handled during the engagement process.
- Outline the steps taken to evaluate and improve communication strategies over time to ensure ongoing effectiveness and responsiveness to the evolving needs of the Project.

10.5. ILLUSTRATIVE WORK

List up to eight (8) projects which demonstrate competence to perform work similar to what is likely required on this Project. More recent projects are preferred. Prime consideration will be given to those projects of similar size, scope and complexity involving library systems, community centers, educational facilities, municipal or civic facilities, or cultural institutions. Project information shall include:

- Project name and location.
- Project Owner and Contact Person including email address and phone number (for a reference).
- Brief description of type and extent of services provided, including quantifiable data and photos wherever possible.
- Percentage of the project for which the named firm was/is responsible.
- Completion data (actual where available, otherwise estimated)

- Project Schedule: include both the baseline schedule/estimated date and actual date of final acceptance, explaining any deviations.
- Project Cost: include the original estimated of probable cost and the final cost, explaining any deviations.
- Any unique problems encountered and solutions devised during the project.
- Names of the proposed key personnel who were involved in the project and the assigned role for each.

10.6. KEY PERSONNEL / RESUMÉS

Provide an organizational chart describing the organizational structure and a brief resumé of the proposed key persons, specialists, and individual consultants who shall be assigned to the Project (including any outside associates as opposed to in-house). Care should be taken to limit resumés to only those personnel and specialists who will have major project responsibilities. Each resumé must include:

- Name of each key person or consultant and his/her title.
- Name of the firm or organization, if any, with whom that individual is presently associated and primary work location.
- Project assignment or role which that person will be expected to fulfill in connection with this Project.
- Years of relevant experience with present firm and past firm(s).
- Highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received.
- Synopsis of experience, training, or other qualities which reflect the individual's potential contribution to this Project.
- Identify prior similar projects the key personnel listed have worked together as a team by completing the Project Experience Matrix included as **Exhibit 1**.
- Also state the current commitment(s) for the personnel proposed for the Project, including the percent complete and anticipated start/completion date

Respondent shall provide assurance that the continuity of the proposed team will be maintained and not changed without prior approval of the Library. Failure of the Contractor to provide the proposed individuals will be considered in default under the Contractor unless it is due to circumstances outside the control of the Contractor.

10.7. ADDITIONAL INFORMATION AND RESOURCES

Through narrative discussion, show reasons why the firm believes it is especially qualified to undertake the Project or differentiates themselves from other commissioning firms. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, unique approaches or concepts developed by the firm relevant to this project, interest in these projects or the motivation to provide exceptional service, etc. Respondents may include anything desired in support of their qualifications.

10.8. PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the Library.

DO NOT SUBMIT WITH PROPOSAL

ATTACHMENT A – INSURANCE REQUIREMENTS

I. Required Minimum Coverage. Contractor shall be required to maintain and carry in force for the duration of the Contract, insurance coverage underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas with at least an A.M. Best A:VII rating, unless acceptable to and agreed to in writing by County, of the types and minimum limits as set forth below. If Contractor maintains broader coverage and/or higher limits than the minimum coverage outlined herein, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available proceeds in excess of the specified minimum limits herein, which are applicable to a given loss, shall be available to County. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

A. Commercial General Liability

1. Must follow the most current ISO form CG 00 01, or an equivalent occurrence-based form with coverage at least as broad as the ISO form, with no amendments to the definition of an “insured contract” or limitations of “coverage territory”;
2. Coverage must include:
 - a. Products/Completed Operations;
 - b. Personal & Advertising Injury;
 - c. Contractual Liability; and
 - d. Independent Contractor Liability
3. Minimum required limits:

\$1,000,000 per occurrence;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate
4. The Board of County Commissioners of Johnson County, KS, the Board of Directors of the Johnson County Library, and their respective officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Additional Insured (e.g., CG 20 10 or 20 33, or similar form with coverage at least as broad as the ISO form);
 - b. Additional Insured status with respect to products/completed operations (CG 20 37, CG 20 39, CG 20 40, or similar form with coverage at least as broad as the ISO form);
 - c. Primary and Noncontributory (CG 20 01, or similar form with coverage at least as broad as the ISO form); and
 - d. Waiver of Transfer or Rights of Recovery Against Others to Us (CG 24 04, or equivalent) or similar subrogation waiver

B. Professional Liability/Errors & Omissions Coverage

1. Minimum Limits: \$1,000,000 per claim or occurrence/\$2,000,000 aggregate.
2. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work or services under this Contract.
3. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

C. Worker's Compensation and Employer's Liability

1. Workers' Compensation coverage with statutory limits

2. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy
3. The policy's other states (3.C.) status must include, "All states other than 3.A states and monopolistic states."
4. Must be endorsed to contain a subrogation waiver in favor of the County for the work performed by Contractor
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Subrogation waiver endorsement

D. Automobile Liability

1. Must follow the most current ISO form CA 00 01, or an equivalent form with coverage at least as broad as the ISO form, and shall contain, or be endorsed to contain, Additional Insured coverage for County.
2. Minimum required limits:
 - a. \$1,000,000 Combined Single Limit per accident covering all owned, hired, and non-owned autos
3. If Contractor is transporting any type of hazardous materials under the Contract, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required.
4. A copy of the following endorsement(s) must be attached to the certificate of insurance, if applicable and/or necessary:
 - a. Additional Insured; and
 - b. CA 99 48 or equivalent and MSC-90 (if required due to transport of hazardous materials as noted above)

II. Requirement to Provide Certificate of Insurance Evidencing Minimum Required Coverage; Notice of Changes. A certificate or certificates of insurance (COI) evidencing the minimum required coverage outlined herein must be filed with the County prior to commencement of the Work or Project.

- A. Under "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES," the following must be included:
 1. a brief description of the service, work, or project, RFP/IFB/Contract number; and
 2. "The Board of County Commissioners of Johnson County, KS, the Board of Directors of the Johnson County Library, and their respective officers, commissions, agencies and employees are Additional Insureds under the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis."
 3. The Additional Insured requirement does not create a partnership or joint venture between the BOCC and Contractor or the Johnson County Library and Contractor under this Contract.
- B. The Certificate Holder on each and every COI provided shall read as follows:

Board of County Commissioners of Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

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

C. Evidence of continuing coverage for the Contractor, Subcontractor or anyone directly or indirectly employed by any of them shall be made available, within five (5) days, upon request. Maintenance of required insurance coverage is a material element of this Contract, and failure to maintain, renew, or provide evidence of renewal of the same shall constitute a material breach of this Contract. 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.

III. Primary and Non-Contributory. For any claims related to this Contract, the Contractor's insurance coverage shall be primary and noncontributory. The Contractor understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas, or the Board of Directors of the Johnson County, 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.

IV. Waiver of Subrogation. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss(es) relating to this Contract. Contractor agrees to obtain any endorsement to this effect as required by these provisions and agrees that even in the absence of such endorsement, Contractor's intent is to provide a broad waiver of subrogation against Library and County for any loss(es) relating to this Contract.

V. Self-Insured Retentions. Self-insured retentions (SIRs) must be declared to and approved by Library and County. The CGL and any policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$250,000 unless approved in writing by Library and County. Library and County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within SIR. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named Insured. *Rather, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Library or County.* Library and County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the indemnified Additional Insured parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Library and County reserve the right to obtain a copy of any policies and endorsements for verification.

VI. Claims-made Policies. In the event Contractor procures insurance coverage that is written on a claims-made basis, Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to Library and County. Contractor shall maintain the full limit of any required coverage as stated above for the duration of the statute of repose.

VII. Subcontractors and Sub-Subcontractors. Contractor shall either ensure that all subcontractors and sub-contractors are covered under Contractor's insurance or require all subcontractors and/or sub-subcontractors maintain insurance meeting all the requirements stated herein. If the latter, Contractor shall ensure that the commercial general liability additional insured requirement of Contractor as noted herein is met by any subcontractors and/or sub-subcontractors through the inclusion of an endorsement providing coverage for "upstream" parties, such as Library and County, with no direct contractual relationship with the insured.

VIII. No Duty to Verify Satisfaction of Minimum Insurance Requirements. Library and County reserve the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand or verify evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

IX. Special Risks or Circumstances. Library and County reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

X. Commencement of Work. Contractor shall not commence work under this Contract until the Contractor has obtained all required insurance and provided evidence of the same to the Library and County.

EXHIBIT 1 – PROJECT EXPERIENCE MATRIX

Demonstrate the proposed team's prior experience working together by including in the proposal the Project Experience Matrix (or equivalent) below. Across the top of the form, list the (up to) eight projects provided under Illustrative Work (refer to Section 10.5 above). List these projects in descending order, left to right, from most to least similar to this Project. Along the side of the form list the team members of the proposed commissioning team in descending order, from most to least project engagement, based upon the hierarchy of their role and proposed amount of involvement on this Project. Indicate with an "X" where the row and column cross indicating the specific personnel worked on the specified project to demonstrate the extent of the team's prior working relationship.

	Illustrative Work #1	Illustrative Work #2	Illustrative Work #3	Illustrative Work #4	Illustrative Work #5	Illustrative Work #6	Illustrative Work #7	Illustrative Work #8
Key Personnel #1	X							
Key Personnel #2								
Key Personnel #3								
Key Personnel #4								
Key Personnel #5								
Key Personnel #6								

Agreement for Comprehensive Library Master Planning Services
Johnson County Library

EXHIBIT B
COST PROPOSAL

COST PROPOSAL FORM
RFP 2025-044
JCL COMPREHENSIVE LIBRARY MASTER PLAN REFRESH

Failure to state all costs associated with the service being provided as described in Section 4 of the above-referenced solicitation, including disclosure of any anticipated travel, printing, subcontractor fees, or other ancillary costs may result in such fees not being honored or paid by the Library.

Service Description	Estimated Total Hours	Amount
Community Needs Assessment	196	\$44,000
Public Input	158	\$35,000
Stakeholder Input	99	\$22,000
Services, Technology, Staffing & Infrastructure Analysis	614	\$138,000
Prioritization of Demands & Needs	79	\$18,000
Partnerships	35	\$8,000
Implementation & Funding	36	\$8,000
Reimbursable Expenses (includes travel and deliverables)		
50 anticipated # of in-person meetings / engagements / presentations		\$28,000
<i>TOTAL</i>	1,217	\$301,000

If Respondent has identified any recommended changes, alternative approaches, or enhancements to the Scope of Services, provide a description and total hour and amount from the fee table reflected above. This information will not be considered as part of the evaluation but with contract negotiations with the awarded firm.

Optional or Enhancement Service	Estimated Total Hours	Amount
Mechanical, Electrical, and Plumbing review of facilities by licensed engineer	150	\$30,000
Structural review of facilities by licensed engineer	100	\$20,000
AV/IT review of facilities by specialist	100	\$20,000

Key Team Member and Subconsultant Hourly Rate Schedule

Name	Role / Title	Billable Hourly Rate
JR Clanton	Project Manager/Manager	\$240
Rich Neumann	SME/Manager	\$240
James Mickle	SME/Manager	\$240
Adrian Newman	SME/Manager	\$240
Becky Dunlap	SME/Manager	\$240
Monique Ziesenhenne	Engagement Manager/Senior Consultant	\$220
Oliver Amaya	SME/Senior Consultant	\$220
Lakita Fraizer	SME/Senior Consultant	\$220
Miranda Hanson	SME/Staff Consultant	\$200
Dante Cavaz	SME/Staff Consultant	\$200
Lisa Paradis	Principal/Principal	\$300
Lee Swanson	Architect/Library Programmer and Planner	\$200
Kimball Hales	Architect/Project Manager	\$200
Matthew Tehan	Architect / Sr. Associate	\$200
Ryan Murray	SME/Associate Director of Community Research	\$200

Assumptions / Exclusions

Please specify any assumptions, exclusions, or conditions relevant to your proposed fees.

•
•

Submitted By:



Signature

Lisa Paradis

Print Name

Principal

Title

Berry, Dunn, McNeil & Parker, LLC

Firm Name

1/30/2026

Date

Agreement for Comprehensive Library Master Planning Services
Johnson County Library

EXHIBIT C
TERMS AND CONDITIONS

PURCHASE ORDER

TERMS AND

CONDITIONS

1. The agreement between the Johnson County Library (hereinafter the Purchaser) and Vendor consists of the terms and conditions contained on the face hereof, these printed terms and conditions, and any documents referenced herein which may or may not be attached hereto. Any such documents referenced on the face of this Purchase Order are incorporated by reference and made a part of the agreement between Purchaser and Vendor. In the event of conflict between the terms and conditions on the face of this Purchase Order, including documents referenced thereon, and these printed terms and conditions, the terms and conditions on the face hereof shall prevail. The agreement as described hereinabove constitutes the entire agreement between Purchaser and Vendor, which agreement shall not be modified orally or by failure of either party to enforce any of its rights hereunder.
2. Purchaser and Vendor agree that no acknowledgement or other document written or executed by Vendor or forwarded by Vendor to Purchaser after the date of the Purchase Order which contain terms and conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed either by the Purchaser or such other person authorized to execute such instrument on behalf of Purchaser, and only then if such instrument shall have been delivered to Vendor.
3. Unless otherwise indicated on the face of this Purchase Order, all prices shall be F.O.B. destination. Where specific purchases are negotiated F.O.B. origin, the Vendor shall prepay shipping charges and indicate those charges as a separate item on the invoice. C.O.D. shipments will not be accepted.
4. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this agreement both as to time and quantities, with Purchaser reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Vendor must notify Purchaser immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, Purchaser reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Vendor with any additional costs incurred, unless Vendor's default arises from causes beyond its

control and without fault or negligence. Time is of the essence in this agreement.

5. All goods or equipment delivered and/or services rendered hereunder shall be properly packaged and identified by Purchase Order number and shall be received subject to Purchaser's inspection, count and testing. Inspection and acceptance will be made at the F.O.B. delivery point unless otherwise negotiated. Purchaser and Vendor agree payment of any sums set forth in the Purchase Order are net-30, meaning Purchaser will remit payment not more than thirty days from receipt of Vendor statement. Payment alone shall not constitute acceptance.
6. Purchaser may reject, in whole or in part, goods or equipment delivered or to be delivered and/or services rendered or to be rendered hereunder by reason of Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein. Nothing herein shall make Purchaser obligated to pay Vendor for any goods or equipment delivered and for services rendered which are so rejected.
7. Vendor shall maintain in full force and effect such insurance coverage as may be required hereunder by Purchaser and for such period specified by Purchaser.
8. Vendor agrees to protect, defend, indemnify and save harmless the Purchaser, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities attributable to defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Purchase Order.
9. Vendor agrees to comply with the provisions of Executive Order 11246 and all similar federal, state and local laws, rules, regulations and orders, and amendments thereto, prohibiting discrimination in employment and further agrees that it will not discriminate on the basis of race, creed, color, sex, age, handicap, national origin, ancestry or political affiliation.
10. Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title or interest of the power to execute this agreement to any other third party without the expressed written consent of the Purchaser or such other person authorized to execute such instrument on behalf of Purchaser, such authorization not to be unreasonably withheld, but in no event shall such consent relieve the Vendor from any of its obligations hereunder, or in any way alter or modify the terms and conditions of this agreement.
11. Vendor shall not be charged with any liability for failure or delay in the performance required hereunder when

such failure or delay is due to any cause beyond its control and without its fault or negligence; provided that Vendor shall give to Purchaser prompt written notice when it appears that such cause will delay its performance hereunder. Correspondingly, Purchaser shall be excused for failure or delay in its performance due to any cause beyond its control and without its fault or negligence.

- 12.** Vendor warrants that any and all goods, equipment and services required to be furnished and rendered hereunder to Purchaser are in accordance with applicable specifications, drawings, samples or other descriptions given and free from any defects of workmanship and materials; that goods furnished to Purchaser shall be merchantable and, if selected or specified by Vendor for Purchaser's purposes, fit for such purposes; and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.
- 13.** Vendor agrees to deliver the goods or equipment and/or services hereunder free and clear of all liens, encumbrances and claims of laborers or materialmen and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims and encumbrances.
- 14.** Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, regulations and orders in its performance required hereunder.
- 15.** Invoices shall be prepared and submitted in duplicate as per the instruction on the face of this Purchase Order. Separate invoices shall be furnished for each order. Invoices shall contain the following information: Purchase Order number, contract number, item number, descriptions of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices will be processed in routine after receipt of the invoice or the Purchaser's acceptance, whichever is later. All cash discounts will be taken on the same basis.
- 16.** Purchaser is exempt from applicable federal, state and local sales, excise and use taxes and agrees to provide Vendor with evidence of such exemption, upon request.
- 17.** **Termination for Cause.** In the event of any breach of any of the terms or conditions of this agreement by Vendor, or in the event of any proceedings by or against Vendor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, Purchaser may, in addition to any other remedy provided it by law or inequity or other right reserved to it elsewhere in this agreement, without any liability to Vendor on account thereof, by written notice, terminate all or any part of this agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of Purchaser, and Vendor shall be liable to pay to Purchaser any excess cost or

other damages caused Purchaser as a result thereof.

- 18. Termination for Convenience.** Purchaser shall have the right to terminate this agreement for convenience in whole, or from time to time, in part. In such event, Purchaser's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.
- 19.** It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet (MSDS) as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of MSDS is revised, the Vendor is required to provide new information relevant to the specific material.
- 20.** This agreement shall be governed by, construed and enforced in accordance with laws of the State of Kansas.
- 21. Right to Examine and Audit Records.** The Vendor agrees that the Purchaser, 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 of the Vendor involving transactions related to the contract between the Purchaser and Vendor 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 Vendor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Vendor and payee. Further, the Vendor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Purchaser any and all such books, documents, papers, and records. The parties acknowledge that this Purchase Order is for lump sum work. Accordingly, the right to examine and audit shall apply only to change order work performed on a cost plus or time and material basis.
- 22. HIPAA Compliance.** Both parties hereby agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
- 23. In accordance with K.S.A. 44-1030, the Vendor agrees that:**
 - a.** The Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex,

disability, national origin or ancestry;

- 6. In all solicitations or advertisements for employees, the Vendor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. If the Vendor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
- d. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
- e. The Vendor shall include the foregoing provisions (a. through d. immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The foregoing provisions (a. through d. immediately above) shall not apply to the Vendor if the Vendor employs fewer than four employees during the term of the present agreement or the present agreement cumulatively totals \$5,000 or less during the fiscal year of the Purchaser.

24. The contract is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto, (the "Act"). By virtue of this Act, the Purchaser is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Purchaser's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the Purchaser fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the Purchaser of any kind whatsoever.

Last updated 10/17/23

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: DEC-2025

		Receipts	Payments	Balance
	Opening cash balance			\$221,726.83
	Add Receipts	\$430.99		
	Less Payments		\$5,946.48	
	Ending Cash balance			\$216,211.34
	Less Liabilities		\$1,803.21	
	Unobligated cash balance			\$214,408.13

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: February 12, 2026

Re: Information Item: Renewal of a Term and Supply for Communication Vendors

Issue: The Library would like to renew its Term and Supply arrangement with several key vendors and communication partners who provide support in promoting Library services and programs to the community, encompassing print, digital and broadcast channels. These agreements establish a list of approved partners with whom the Library can surpass annual purchasing limits for individual vendors set by Johnson County's purchasing department. While amounts spent with individual vendors will vary by campaign, the total planned expenditure amount from all campaigns is not to exceed \$300,400 in FY 2026. This amount is unchanged from 2025 and would be reached only if all available opportunities are utilized with all listed vendors.

Suggested Motion: ****This topic is being presented as an informational item this month.****
I move the Library Board of Directors approve the renewal of a Term and Supply for Communication Vendors not to exceed \$300,400 in FY 2026.

Background: The Library's communications team has a number of partner platforms and channels that are used to promote Library services and programs. Advertising partners and vendors are reviewed and selected on an annual basis based on factors like targeted audience segment and reach and return of investment (ROI) on previous campaigns.

County purchasing limits were increased in 2024 to a maximum annual spend of \$15,000 per vendor. To exceed that amount an exception form needs to be compiled and receive a number of additional permissions. However, these purchasing limits are structured mainly for the acquisition of goods and services, not ongoing advertising campaigns. Limits with some of our key partners are often reached early in the year with only one campaign, so we are unable to have flexibility with vendors that reach crucial patron segments as opportunities come up throughout the year.

A solution to this situation was to create a list of possible vendors as part of a Term and Supply approved by the Library Board that gives spending limit increase permissions to those vendors for the promotion of Library services and programs. The initial Term and Supply was approved by the Library Board in September 2023 for use in FY 2024, renewed on Consent in March 2025 and is now up for renewal again for FY 2026.

List of Vendors and type of advertising:

KC Parent/KC Baby	Print + Digital
KC Mom Collective	Digital + Social
Post Publishing	Digital
National Cinemedia	Broadcast
ScreenVision	Broadcast
UMKC KCUR	Broadcast
KCPBS	Broadcast + Print + Digital
Steel City Media	Broadcast
Pandora	Digital
Spotify	Digital
Stellar Image Studios	Video production
Signs By Tomorrow	Signage
Google/YouTube	Digital

Outfront	Print
Gray Digital Media	Broadcast + Digital
ViaMedia	Broadcast

The annual Communications budget is \$656,250, which is 1% of the Library's annual budget. In FY 2025 our total advertising spend was \$264,446, and we surpassed purchasing limits with seven of 26 approved vendors. We are currently projecting a reduced advertising spend this year due to other budgetary considerations.

Analysis: The promotion of Library services and programs is an important and effective method of keeping the library and its services front of mind for our community. The Library has seen a notable increase in Library card applications and utilization through advertising campaigns. When taxpayers are utilizing the Library, they see on average a 3 to 1 return on investment of their tax dollars. The Library believes that informing the public of available programs and resources is an effective way to help maximize the public return on investment.

Budget Review: This request has been done in conjunction with County Purchasing as a way to increase purchasing authorization thresholds for vendors that provide these communication and promotional services.

Legal Review: This is to establish increased expenditure authority thresholds only. Actual contracts with the individual vendors would still need to go through standard purchasing protocols, including legal counsel review and approval by the County Librarian.

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Approval of Expenditure Authority for Zones, LLC. for JCL's Microsoft Renewal

Issue: Expenditure authority with Zones for Johnson County Library for 2026 and 2027

Suggested Motion: ****This topic is being presented as an informational item this month.****
I move the Library Board of Directors approve the Expenditure Authority for Zones, LLC. for Johnson County Library's Microsoft Renewal in the amount of \$338,176.52.

Background: Johnson County Library partners (JCL) with County Department of Technology and Innovation (DTI) for Microsoft services. County DTI holds the three-year contract, and JCL is billed directly for their portion. The 2026 renewal is in year 2 of a three-year agreement with Zones as the value-added reseller for Microsoft services. Costs for the 2027 renewal, which will be year three of the County contract, will be similar as the costs per license are steady throughout the three-year contract. Any increase in 2027 will be due to the addition of new licensed users or new software requests such as adding additional Copilot users or new solutions like Power BI.

Analysis: This amount for the 2026 renewal is above the spending thresholds in year two due to the addition of some new licenses. JCL added Copilot and Project licenses which increased the invoiced amount above the threshold requiring Library Board approval.

This request is for spending authority for the 2026 and 2027 renewal. For the 2026 renewal, that is \$153,716.60. Expect that to increase slightly in 2027 due to requests for additional licenses. With no additional users in 2027, that renewal will be the same amount. JCL requests that the Board grant the expenditure authority to increase licenses modestly and spend an amount up to 20% additional with the 2027 renewal, if necessary, to allow for innovation and new requests.

2026 renewal	2027 renewal with no added licenses	Additional 20% for innovation and new requests	Request for spending authority for 2026 and 2027
\$153,716.60	\$153,716.60	\$30,743.32	\$338,176.52

A new three-year agreement will be created in 2028 the JCL Board will be consulted regarding spending on Microsoft services again at that time.

Funding Overview: Funded in planned renewals in JCL's IT operating budget in 2026 and 2027.

Alternatives: Start researching for alternative to Microsoft for future needs.

Recommendation: Approve spending authority for \$338,176.52 in 2026 and 2027 with Zones, LLC for JCL use of Microsoft services.

Purchasing Review: N/A

Budget Review: Library's 2026 and 2027 budgets are planned to accommodate the Microsoft expenses.

Legal Review: Legal counsel certified that the invoice for renewal with Zones, LLC is acceptable as to form and content under the terms of ARM 50-30-25 and may be approved and executed in accordance with Library policy and state statute.



MS EA Renewal
JCL- Johnson County Library

Zones, LLC
1102-15th Street, SW Suite 102
Auburn, WA 98001

Date: January 13, 2026

Client Name: Johnson County Government

Level: D

Enrollment Number: 68169722

Contract Type: Enterprise

Account Team: Sonia Azad

Prepared By: Sonia Azad

Usage Date: 1/31/2026

MS Part Number	Product Description	Offering Code	Country of Usage	License Qty	12 month Cost	Total Ext. Cost
T2N-00001	O365 G5 GCC Sub Per User		United States	340	\$ 404.29	\$ 137,458.60
AAA-12414	CoreCALBridgeO365 E3 ALNG SubsVL MVL PerUsr			340	\$ 19.95	\$ 6,783.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on			340	\$ -	\$ -
EP2-24658	Microsoft 365 Copilot GCC			17	\$ 374.52	\$ 6,366.84
7MS-00001	Planner and Project Plan3 GCC Per User			9	\$ 271.30	\$ 2,441.70
P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr			2	\$ 135.65	\$ 271.30
SEL-00001	Power Apps Premium for GCC			1	\$ 230.40	\$ 230.40
1O5-00001	Power Automate Premium for GCC			1	\$ 164.76	\$ 164.76

Latest Revision: 1/13/2026

Total Due Upfront Payment: \$153,716.60

Current Contract Year

2

Effective Date:

2/1/2025

Expiration Date:

1/31/2028

Year 1 end date:

46053

Year 2 end date:

1/31/2027

Please Submit PO(s) for processing to:

Zones, LLC
Sonia Azad

E Address

Zones, LLC
1102-15th Street, SW Suite 102
Auburn, WA 98001

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Contracts for Digital Signage and Meeting Room Audiovisual Update Projects with Mission Electronics, Inc.

Issue: Authorize contract with Mission Electronics, Inc., the Library's contracted AV vendor, for refreshing digital signage across Library locations and AV Update Projects at Central Resource, Monticello, Lenexa City Center, Cedar Roe and Leawood Pioneer.

Suggested Motion: ****This topic is being presented as an informational item this month.****
I move the Library Board of Directors approve the contract with Mission Electronics, Inc., the Library's contracted AV vendor, for refreshing digital signage across Library locations and AV Update Projects, in the amount of \$288,567.00.

Background: JCL currently has digital signage throughout most locations to promote Library events and services. The existing displays and underlying system components are due for replacement. JCL Digital Signage project team selected new hardware and software components as well as selecting locations within the branches for the signage.

JCL currently offers audiovisual systems in meeting rooms at several locations that currently get heavy use by patrons. At Central Resource Library, Lenexa City Center, Monticello, hardware and components are due for replacement. At Cedar Roe and Leawood Pioneer, the AV systems are outdated, also requiring replacement.

Analysis: The digital signage project involves replacing the displays with larger higher resolution screens, upgrading the functionality of the software supporting the content displayed, and relocating to new more visible locations. New digital signage systems will be an impactful tool for Library communications. The digital signage has been identified as beneficial for potential World Cup attendees visiting libraries and World Cup related programming.

The AV hardware and components at Central Resource Library, Lenexa City Center, and Monticello are due for replacement to maintain efficiency. Leawood Pioneer Large Meeting Room has existing infrastructure for new system install and has been identified as a priority for 2026. There is Facilities work planned at Cedar Roe in the spring providing advantageous timing for AV install in the meeting room.

JCL has, on the horizon, new AV installations in addition to the locations above. Those projects are being planned and the Board will see information about these upcoming.

Location	Project	Cost Estimate
Most locations	Digital Signage Replacements	\$ 28,810.00
Central Resource	Refresh AV components	\$110,095.00
Monticello	Refresh AV components	\$ 84,918.00

Lenexa City Center	Refresh AV components	\$ 13,750.00
Leawood Pioneer Large Meeting Room	New Install of AV system	\$ 43,123.00
Cedar Roe	New Install of AV system	\$7,871.00
	Total	\$288,567.00

Funding Overview: JCL allocated funds for these audiovisual upgrades in JCL's operating funds for 2026.

Alternatives: Remove audiovisual systems from Library meeting rooms. Remove digital signage systems from Library locations.

Recommendation: Approve contract with Mission Electronics, Inc. for the digital displays project and the upgrade projects at the identified locations.

Purchasing Review: County Purchasing Team has reviewed and confirmed that the cooperative contract referenced conforms with purchasing policy. JCL has an ongoing support contract with MEI, Inc. for existing systems not reflected in the spending noted above.

Budget Review: JCL allocated funds for these audiovisual upgrades in JCL's operating funds for 2026.

Legal Review: Legal counsel certified that the Agreement is acceptable as to form under the terms of ARM 50-30-25 and may be approved and executed in accordance with Library policy and state statute.

Digital Signage and Meeting Room Audiovisual Update Projects

Elissa Andre, Marketing & Communications Manager, and Michelle Beesley, IT Manager
February 12, 2026



Digital Signage

- **Existing Digital Signage**

JCL has implemented digital signage across most locations to enhance communication and promote library events and services effectively. The current digital signage systems are outdated and require replacement to ensure optimal performance and reliability.

- **Improved Hardware and Software**

The project team has carefully selected new hardware and software components tailored to the library's needs and future growth.

- **Strategic Locations**

Signage locations have been identified within the buildings to maximize visibility and user engagement at:

- Central Resource
- Leawood Pioneer
- Cedar Roe
- Lenexa City Center
- Oak Park
- Shawnee
- Edgerton
- Gardner



Meeting Room Audiovisual

- **Meeting Room Utilization**

JCL's Audiovisual systems are heavily used in meeting rooms at identified locations, supporting patrons' needs effectively.

- **Hardware Replacement Needs**

The AV hardware and components at **Central Resource Library**, **Lenexa City Center**, and **Monticello** are due for replacement to maintain efficiency.

- **New Install**

Leawood Pioneer Large Meeting Room has existing infrastructure for new system install and has been identified as a priority. **Cedar Roe Meeting Room** install can occur at the same time as other building work providing advantageous timing.



Cost Estimates

Location	Project	Cost Estimate
Most locations	Digital Signage Replacements	\$ 28,810.00
Central Resource	Refresh AV components	\$110,095.00
Monticello	Refresh AV components	\$ 84,918.00
Lenexa City Center	Refresh AV components	\$ 13,750.00
Leawood Pioneer Large Meeting Room	New Install of AV system	\$ 43,123.00
Cedar Roe Meeting Room	New Install of AV system	\$ 7,871.00
	Total	\$288,567.00





Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Adam Proffitt, Secretary
Todd Herman, Director

Phone: 785-296-2376
Fax: 785-296-7240
<https://admin.ks.gov/offices/procurement-contracts>

Laura Kelly, Governor

CONTRACT AWARD

Date of Award: January 29, 2025
Contract ID: 0000000000000000000057377
Event ID: EVT0010026
Replace Contract: New
Procurement Officer: Amber N Lemery
Telephone: 785-296-4323
E-Mail Address: amber.lemery@ks.gov
Web Address: <https://admin.ks.gov/offices/procurement-contracts>
Item: Audio & Visual Equipment, Services
Agency/Business Unit: Statewide
Period of Contract: February 1, 2025 through February 1, 2030
Contractor: Mission Electronics Inc
11450 W 79th St
Lenexa, KS 66214-1484
Vendor ID: 0000051279
FEIN: On File
Contact Person: Erinn Helphingstine
E-Mail: erinn@missionelectronics.com
Local Telephone: 913-894-8480
Fax: 913-894-8485
Payment Terms: NET30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <https://admin.ks.gov/offices/procurement-contracts>

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 57377

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the

State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.40. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set-off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.41. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.43. Administrative Fee

Contractor(s) must pay a 1% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

1.44. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.45. Deliveries

All orders shall be shipped within seven (7) days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.46. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.47. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.48. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.49. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.50. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.51. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.53. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.54. Ownership

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.55. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.56. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.57. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.58. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.59. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.60. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

Scope of Work

This contract is to establish a pool of vendors to provide Audio & Video Equipment, Services, and Accessories.

Agencies must get quotes prior to purchase from any vendors on the verified vendors list. If the project is expected to, or the quote comes in at \$25,000.00 or above the agencies are required to request a quote from all companies that cover the area the building is located. Agencies must get approval from Department of Administration Procurement and Contracts if the quotes are \$100,000.00 or above.

The State's intent is that the selected manufacturers, resellers, and authorized distributors will work in partnership with the State to furnish quality equipment, systems, and services at the lowest price available. They shall do so in a timely and efficient manner that is in accordance with the terms outlined in this solicitation document.

This solicitation and resulting contract will include systems, accessories, and service of equipment in the following categories:

AV Control System	Audio Equipment
Video Equipment	Visual Projection
AV Interface & Distribution	Digital Presentation
Meeting and Conference Support	Racks & Cases
Maintenance	Audio Conferencing Systems
Headsets	Interactive Whiteboards

2.1. Responses to Technical Specifications:

Awarded contractors are authorized to sell products within their awarded category only.

Items excluded from the contract are:

- PCs, Laptops, Monitors
- Security Systems, including video monitoring devices
- Routers, servers, gateways
- IT professional and consulting services (except training included with purchase)
- IT application and database software (unless it is integral to the operation of the equipment to be purchased and included at no additional charge – requires approval from OPC)

2.2. Installation:

Unless otherwise specified, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages, or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall properly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

2.3. Factory Service:

The contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Kansas to perform warranty repairs and adjustments throughout the Contract Term. The Contractor shall promptly notify the Department of any changes thereto; however, the Parties expressly agree that changes to the Service Representative List are not Contract Amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one (1) authorized service location within the State of Kansas.

2.4. General:

2.4.1 Standard Support:

Unless otherwise noted within the individual categories, Contractor shall provide the following minimum levels of support under the Contract:

- a. Inside delivery, with buyer set-up and installation
- b. Minimum one (1) year warranty for parts coverage and support
- c. Maximum two (2) business days repair time, or replace with comparable equipment (replace with new equipment during the warranty period)
- d. Toll free telephone support and information during working hours, Monday – Friday, 8:00am – 5:00pm CST except for State and Federal holidays.
- e. Service response time minimum of eight (8) hours after receipt of problem call
- f. Access to all software or firmware updates installed or bundled with the product for the term of the full warranty
- g. 30-day money back guarantee, return to vendor, with no restocking fee or comparable charge
- h. Standard End User Training

2.4.2 Optional Support:

Optional Support offered on individual purchases includes, but is not limited to:

- a. Dealer set-up and installation (unless required by Manufacturer for “Certification” prior to initiation of support)
- b. Maintenance/Support agreements may be purchased at time of purchase or any time afterwards during the product life cycle.
- c. Maintenance/Support service response upgrades; e.g., on site, four (4) hour response, or next business day.
- d. Model trade-in upgrade program
- e. Optional End-User Training

Optional support levels or “system design and set up” resulting in increased cost to Customers shall be clearly and separately identified on the quote provided upon agency request. Integrated components shall carry the same support level and warranty provisions as the system.

2.5. Insurance:

The contractor will be required to procure and maintain at Contractor's expense, during the period of agreement, the insurance described in the following subparagraphs. Insurance must be with a company, or companies qualified to do business in Kansas, acceptable to the State of Kansas and written on the standard approved comprehensive General Liability Policy form. The Contractor must furnish a certificate showing that such insurance is in effect prior to the signing of contract award.

- All liability insurance policies will name the State of Kansas as additional insured with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of the CONTRACTOR, its agent, representatives, and

employees. The Contractor must furnish certificates of insurance to the State of Kansas in the following minimum limits prior to execution of an agreement:

- Comprehensive General Liability Insurance: With limits not less than \$1 million for each occurrence involving bodily injury and property damage, a general aggregate of \$2 million and products-completed operation aggregate of \$2 million. Commercial General Liability will include the following coverage: premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
- Comprehensive Automobile Liability Insurance. This insurance, in an amount not less than \$500,000 for bodily injury and property damage combined will cover all owned, non-owned or hired vehicles of the contractor.
- Worker's Compensation Insurance as required by Kansas statute
- Employer's Liability Insurance in not less than \$100,000 bodily injury by accident, each accident; \$500,000 bodily injury by disease, policy limit; \$100,000 bodily injury by disease, each employee
- Property Damage in an amount of not less than \$1 million to cover all sums, which the Contractor will legally be liable to pay by reason of liability for damages to or destruction of the State of Kansas, including the loss of use thereof
- Employees Dishonesty Bond to be blanket bond with minimum limits of \$1 million per loss

2.6 After Warranty Service Agreements:

The Contractor may offer State Agencies and Political Subdivisions "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. These service agreements must be included as part of the initial agency quote. This contract cannot be used for purchase of services agreements only.

2.7 General Specifications by Category and Subcategory:

AV Control System:

Subcategories to include but not limited to:

- Touch Panels
- Keypads
- Control Processors

Audio Equipment: Items in this category may be of consumer grade and/or Commercial/Educational Grade. Audio Equipment may be purchased as a single unit or contain all components necessary for a fully functional system. Assistive Learning Devices must be ADA Compliant.

Subcategories to include but not limited to:

- Assistive Listening
- Audio Systems
- CD Systems
- Listening Centers
- Portable Voice Recorders
- Microphones (Wired & Wireless)
- Mixers
- PA Systems
- Reading & Writing Support
- Speakers

Video Equipment:

Subcategories to include but not limited to:

- Camcorders
- Digital Cameras
- Document Cameras
- Video Recorders & Players
- LCD/OLED Display
- Display Mounts
- Direct View LED Displays
- Tripods
- VCRs
- Video Accessories

Visual Projections:

Subcategories to include but not limited to:

- Data/Video Projectors
- Overhead Projectors & Accessories
- Projection Screens
- Projector Bulbs
- Replacement Lenses
- Visual Presenters
- Projector Mounting Systems

AV Interface & Distribution:

Subcategories to include but not limited to:

- Audio/Video Switchers
- Audio/Video Cables; Connectors & Adapters
- Cable Testers
- Custom Wall Plates
- Audio/Video Extenders
- Distribution Amplifiers
- Tabletop Interface Solutions
- Video Transmitters

Digital Presentation:

Subcategories to include but not limited to:

- Digital Signage
- Multimedia Bundles

Meeting and Conference Support

Subcategories to include but not limited to:

- Copy Boards
- Easels
- Markerboards
- Presentation Accessories

Racks & Cases:

Subcategories to include but not limited to:

- Hanging /Lighting Racks
- Head End Racks
- Transport Cases
- Infrared Extension Systems
- Equipment Racks
- Storage Cases

Maintenance:

Subcategories to include but not limited to:

- Battery Chargers
- Electrical Accessories
- Surge Protectors
- Tool & Adapter Kits
- Software Maintenance/Support

Audio and Video Conferencing Systems: The Contractor(s) for the Audio Video Conferencing System must remain authorized by the Manufacturer as a Partner through the life of the contract; certified on installation and maintenance of installed equipment; and if requested provide proof of authorization, certification, and its partner relationship. The contractor is required to make available maintenance services at various levels: advanced replacement, and maintenance/support options.

Subcategories to include but not limited to:

- Phones & Conference Phones
- Conference Room Systems
- Phone Sets
- VoIP Systems
- Personal Systems
- Videoconferencing Systems
- IP Conference Phones
- Accessories

Headsets:

Subcategories to include but not limited to:

- Wireless Headsets
- Corded Headsets
- Headset Phone Systems
- Amplifiers and or Processors
- USB Headsets
- Bluetooth Headsets
- Headset Supplies and Accessories

Interactive Whiteboards:

Subcategories to include but not limited to:

- Interactive Whiteboards
- Learner Response Systems
- Interactive Tools
- Peripherals
- Interactive Whiteboard Stands & Mounts

3. Cost Sheet

Contractor Name: Mission Electronics, Inc

Refer to Categories Awarded document for vendors awarded by category.

Agencies must get quotes prior to purchase from any vendors on the verified vendors list. If the project is expected to, or the quote comes in at \$25,000.00 or above the agencies are required to request a quote from all companies that cover the area the building is located. Agencies must get approval from Department of Administration Procurement and Contracts if the quotes are \$100,000.00 or above.

Trade-In: Agencies may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. **Important**

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of February 2025.

4.2. **Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.3. **Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.4. **Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.5. **Disclaimer of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4.6. **Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be

canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.10. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

4.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on January 13, 2025, in response to Bid Event Number EVT0010026.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Audio & Visual Equipment, Services for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this 1st day of February 2025 by and between the State of Kansas (State) and Mission Electronics Inc, Lenexa, KS (Contractor).

Signatures on File



Johnson County Library Digital Signage Budget 2026

2/2/2026

This Agreement is between

Johnson County Library
9875 W 87th St
Overland Park, KS 66212

and

Mission Electronics, Inc.
11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will provide and install new wall mounted, commercial grade, Digital Signage Displays and BrightSign HD226 digital signage players for Central, Leawood, Cedar Roe, Oak Park, Lenexa, Shawnee, Edgerton, Gardner, and Blue Valley library branches. This proposal includes mounting the signage player and connecting it to the display and network port behind the display.

Pricing is per the State of Kansas Contract for Audio & Visual Equipment, Services #: 57377

Pricing is subject to change based on tariffs or taxes on imports at time of purchase.

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Total Budget

\$28,810.00

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date



Cedar Roe Branch Technology Refresh

1/16/2026

This Agreement is between

Johnson County Library

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will refresh and upgrade the audio-visual technology in the Meeting Room at the Johnson County Cedar Roe Library Branch

Meeting Room

- **Audio System:**
Audio will be done via the speakers built into the display..
- **Video System:**
Install a new wall mounted professional 86" 4K display.
Provide a wall plate for HDMI connectivity to the display.
Provide wireless presentation capabilities via a Crestron AirMedia receiver.
- **Control System:**
Control will be done via the display's remote control.

If possible, MEI will assist in adding these rooms to the Library's current Crestron Fusion system.

Pricing is per the State of Kansas Contract for Audio & Visual Equipment, Services #: 57377

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Total Budget

\$7,871.00

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date



Central Resources Branch Technology Refresh

1/16/2026

This Agreement is between

Johnson County Library

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will refresh and upgrade the audio-visual technology across various rooms in the Johnson County Central Resources Library Branch, including Bluestem, Carmack, Conference Rooms 01, 02, 04, 12, 13, 20, Cottonwood, Development Meeting Room, Foxtail, Juniper, Logan, Media Rooms 5 & 6, Mulberry, Storytime, Study Rooms 03, 07, 14, 15, 16, 18 & 19, The Campground, The Treehouse, and Willow.

Bluestem, Conf Rooms 04 & 12, Cottonwood, Development, Foxtail, Juniper, Media Rooms 5 & 6, Mulberry, Storytime, Study Room 03, Campground, Treehouse and Willow

- **Audio System:**
Existing audio system to remain
- **Video System Installation for Each Room**
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Current control functions will remain the same.

Carmack

- **Audio System:**
Existing audio system to remain
- **Video System:**
Existing video system to remain.

- Control System:
Replace the existing Crestron control system and touch panel with new Crestron control system and touch panel. Current control functions will remain the same.

The existing A/V rack will be re-used.

Study Rooms 07, 14, 15, 16, 18 & 19

- Audio System:
Existing audio system to remain
- Video System:
Replace the discontinued NEC 50" displays with a new Sharp/NEC 50" displays.
- Control System:
Current control functions will remain the same.

Conference Rooms 01, 02 & 13

- Audio System:
Existing audio system to remain
- Video System:
Replace the discontinued NEC 65" displays with a new Sharp/NEC 65" displays.
- Control System:
Current control functions will remain the same.

Conference Room 20

- Audio System:
Existing audio system to remain
- Video System:
Existing video system to remain.
- Control System:
Replace the existing Crestron control system and touch panel with new Crestron control system and touch panel. Current control functions will remain the same.

Logan

- Audio System:
Existing audio system to remain
- Video System:
Existing video system to remain.
- Control System:
Replace the existing Crestron control system and touch panel with new Crestron control system and touch panel. Current control functions will remain the same.

If possible, MEI will assist in adding these rooms to the Library's current Crestron Fusion system.

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Total Budget	\$110,095.00
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Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date



Leawood Branch Large Meeting Room AV

1/21/2026

This Agreement is between

Johnson County Library

4700 Town Center Dr
Leawood, KS 66211

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will refresh and upgrade the audio-visual technology in the Johnson County Leawood Pioneer Library Branch Large Meeting Room 105.

Meeting Room 105

- **Audio System:**
Install a new digital audio processor.
Install a new amplifier.
Install a new wireless microphone system, including three handheld microphones and one lavalier microphone.
The existing eight in-ceiling loudspeakers will remain and be re-used.
- **Video System:**
Install a new ceiling mounted, 6200 Lumen, professional laser projector.
Replace the existing electric screen with a new 130" diagonal tensioned electric projection screen.
Provide a wall plate for HDMI connectivity to the projector.
The existing Extron wall plates will be abandoned and a blank plate will be installed in their place.
Provide wireless presentation capabilities via a Crestron AirMedia receiver.
- **Control System:**
Install a new control system and replace the existing wall mounted touch panel with a new 7-inch wall mounted touch panel for AV control of power on/off, screen up/down, source selection and volume control.

The A/V rack located in the storage closet will be re-used to house the new equipment.

If possible, MEI will assist in adding this room to the Library's current Crestron Fusion system.

Pricing is per the State of Kansas Contract for Audio & Visual Equipment, Services #: 57377

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Total Budget

\$43,123.00

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date



Lenexa City Center Branch Technology Refresh

1/16/2026

This Agreement is between

Johnson County Library

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will refresh and upgrade the audio-visual technology across various rooms in the Johnson County Lenexa City Center Library Branch, including Meeting Room 2, Storytime Room, and Study Rooms 1, 4 & 6.

In this branch, we are only recommending refreshing the wireless presentation devices.

- **Video System:**
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.

If possible, MEI will assist in adding these rooms to the Library's current Crestron Fusion system.

DIRTT walls must have panels removed by others.

Pricing is per the State of Kansas Contract for Audio & Visual Equipment, Services #: 57377

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Total Budget	\$13,750.00
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Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date



Monticello Branch Technology Refresh

1/16/2026

This Agreement is between

Johnson County Library

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will refresh and upgrade the audio-visual technology across various rooms in the Johnson County Monticello Library Branch, including the Community Room, 2nd Floor Tech Bar, Staff Meeting Rooms A, B & C, Storytime Room, and Study Rooms 1, 2, 3, 4, 5, 6 & 7.

Community Room

- **Audio System:**
Existing audio system to remain.
- **Video System:**
Replace discontinued Crestron video distribution equipment with current models.
Existing projector and screen to remain.
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Replace the existing Crestron control system and wall mounted touch panel with new Crestron control system and 7-inch wall mounted touch panel. Current control functions will remain the same.

The existing A/V rack will be re-used.

2nd Floor Tech Bar

- **Audio System:**
Existing audio system to remain.

Monticello Branch Technology Refresh

- **Video System:**
Replace the Samsung 55" displays with a new Sharp/NEC 55" displays.
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Current control functions will remain the same.

Staff Meeting Rooms A, B & C

- **Audio System:**
Existing audio system to remain
- **Video System Installation for Each Room**
Replace the Samsung 55" displays with a new Sharp/NEC 55" displays.
Replace discontinued Crestron video distribution equipment with current models.
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Current control functions will remain the same.

Storytime Room

- **Audio System:**
Existing audio system to remain
- **Video System**
Replace the NEC 70" display with a new Sharp/NEC 75" display. (70" displays are no longer produced)
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Current control functions will remain the same.

Study Rooms 1,2, 3,4,5,6 and 7

- **Audio System:**
Existing audio system to remain
- **Video System for Each Room**
Replace the Samsung 65" displays with a new Sharp/NEC 65" displays.
Replace the existing Crestron AM-200 wireless presentation devices with the current Crestron AirMedia model AM-3200.
- **Control System:**
Current control functions will remain the same.

If possible, MEI will assist in adding these rooms to the Library's current Crestron Fusion system.

DIRTT walls must have panels removed by others.

Pricing is per the State of Kansas Contract for Audio & Visual Equipment, Services #: 57377

Budget does not include any applicable sales tax. The Library will be responsible for any electrical, data, and if applicable, construction requirement's.

All Shipping and Handling will be prepaid by MEI and added to your final bill.

2026 February Board Meeting
Page 188

Pricing Summary

Total Budget	\$84,918.00
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Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Johnson County Library

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Shawnee Library: Contract for Construction

Issue: Consider authorizing a contract with Delta Innovative Services, Inc. for roofing services at Shawnee Library, in an amount not to exceed \$230,100.00.

Suggested Motion: ****This topic is being presented as an informational item this month.**** I move that the Library Board authorize a contract with Delta Innovative Services, Inc., for roofing services at Shawnee Library, in an amount not to exceed \$230,100.00.

Background: A large portion of the roof at Shawnee Library was heavily repaired during a prior closure in 2022. The remainder of the perimeter of the roof and the all the flashing metal components are at the end of its functional life, and our Facilities partners recommend the replacement and needed repairs. Our Facilities partners have utilized a cooperative contract by The Interlocal Purchasing System (TIPS), which is a governmental entity and a national purchasing cooperative that makes available qualified contractors and establishes pricing to other governmental agencies. This is an approved method of contracting by County Purchasing and is a common approach used by the Library and the County for construction and other types of projects.

Analysis: Because this work does not involve tear off, it is possible for the Shawnee Library to stay open during the duration of the work, though there will be noise disturbances while the work is occurring. The contractor is scheduled to perform the most disruptive tasks early in the morning prior to opening.

Construction work would begin this Spring, as soon as weather permits.

Facilities partners have worked with the County's Purchasing team to bid the roofing work, which is budgeted.

Delta has performed work for the Library on past projects, has demonstrated a strong record of service and quality, and is also well-recommended by County Facilities partners.

Funding Overview: Funding for this work is within the expected budgetary range.

Alternatives:

- 1) Authorize the contract with Delta Innovative Services, Inc.
- 2) Do not authorize the contract.

Recommendation: Staff recommends the Library Board authorize a contract with Delta Innovative Services, Inc., for roofing services at Shawnee Library, in an amount not to exceed \$230,100.00.

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County's purchasing policies and procedures and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2026 CRP budget.

Legal Review: Library legal counsel has approved the contract as to form.

ROOFING SERVICES

BETWEEN

JOHNSON COUNTY LIBRARY

**Board of Directors of the Johnson County Library
Johnson County, Kansas**

AND

DELTA INNOVATIVE SERVICES, INC.

FOR JOHNSON COUNTY LIBRARY

AGREEMENT FOR ROOFING SERVICES

THIS AGREEMENT is made in Overland Park Kansas, and entered into as of the _____ day of _____, 2026, (hereinafter the "Effective Date"), by and between the Board of Directors of the Johnson County Library ("OWNER"), a quasi-municipal corporation organized under the laws of the State of Kansas and **Delta Innovative Services, Inc**, with offices at 4141 Fairbanks Ave, Kansas City, KS 66106 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded a cooperative contract from The Interlocal Purchasing System to provide trades, labor and materials ("TIPS RCSP 250104 Part 2 Agreement").

WHEREAS, on March 12, 2026, the OWNER authorized utilizing the TIPS RCSP 250104 Part 2 Agreement and contract directly with the CONTRACTOR for work for the roof replacement at the Johnson County Library Gardner Branch, as more fully described herein ("AUTHORIZED PROJECT").

WHEREAS, the CONTRACTOR desires to provide such Services to the OWNER in accordance with the terms and conditions of this AGREEMENT.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1, OWNER'S REPRESENTATIVE

The Johnson County Facilities Management (hereinafter "the County") shall be the OWNER'S designated representative, and is authorized to act on behalf of the OWNER with respect to all work tasks required of the PROJECT for which Services are to be rendered by the CONTRACTOR. The County will issue and a Notice to Proceed to the CONTRACTOR for the AUTHORIZED PROJECT to be completed under this AGREEMENT. The CONTRACTOR shall, upon receipt of a Notice to Proceed, furnish the Services in relation to the Scope of Services.

ARTICLE 2, SCOPE OF SERVICES

The specific Services which the CONTRACTOR agrees to furnish are as indicated in **the Contract Documents**. If the Services entail roof repair, restoration, or re-roofing, such Work shall be performed pursuant to and in accordance with the terms and provisions of the Construction General Conditions (**Appendix 1**) of the Contract Documents. Changes in the indicated Scope of Services shall be subject to renegotiations and implemented through an Amendment to this AGREEMENT.

ARTICLE 3, BASIS OF PAYMENT

As a consideration for providing the Services enumerated in Article 2, the OWNER shall pay the CONTRACTOR in the following manner:

A. COMPENSATION FOR SERVICES

For Services, as enumerated in Article 2, the OWNER shall pay the CONTRACTOR the accepted Bid Proposal under Section 004000 of the Project Manual. Payments as described hereinafter shall represent full compensation to the CONTRACTOR for payroll costs, direct expenses, current overhead, profit and all other costs in connection with the performance of these Services. Upon request, the CONTRACTOR shall provide documentation to the OWNER of costs for Services provided by CONTRACTOR.

2, shall not exceed **Two Hundred Thirty Thousand and one hundred & 00/100 Dollars (\$230,100.00)**. Personnel changes in CONTRACTOR'S staff or billing rates related to staff salary increases during the term of the AUTHORIZED PROJECT shall not be cause for an increase to the cost.

The OWNER shall obtain a project exemption certificate for the AUTHORIZED PROJECT from the Kansas Department of Revenue and provide the same to the CONTRACTOR to be used by the CONTRACTOR for the sales of tangible personal property to or services purchased by the CONTRACTOR for the work or portions thereof that may be properly exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. Upon completion of the AUTHORIZED PROJECT, the CONTRACTOR shall file with the OWNER on a form provided by the Kansas Department of Revenue, a sworn statement that all purchases made under the project exemption certificate were entitled to be exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. The CONTRACTOR shall assume responsibility and be liable for the proper use of the project exemption certificate 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.

B. CHANGES OF SCOPE

In the event additional, related construction services are required through changes in the scope of the AUTHORIZED PROJECT, or other unusual or unforeseen circumstances are encountered, CONTRACTOR shall, upon written ADDENDUM by and between the parties to the AUTHORIZED PROJECT, perform the additional services.

ARTICLE 4, PAYMENT FOR SERVICES

Payment to the CONTRACTOR, as prescribed in ARTICLE 3, shall be made as follows:

A. APPLICATIONS FOR PAYMENT

Payment for Services rendered shall be made to the CONTRACTOR at the end of each monthly billing cycle upon presentation of the CONTRACTOR'S Application for Payment. The format of Applications for Payment shall conform to the OWNER'S standards and CONTRACTOR shall attach supporting documents substantiating the completion of Services included in the Applications for Payment. OWNER shall make prompt payments in response to CONTRACTOR'S Applications for Payment. Total payment to CONTRACTOR shall not exceed the AUTHORIZED PROJECT amount except by ADDENDUM to the AUTHORIZED PROJECT.

B. PAYMENT PROCEDURES

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

B.1 Progress Payments. OWNER shall make progress payments on the basis of CONTRACTOR'S Applications for Payment with supporting documentation for Services performed by CONTRACTOR. Upon OWNER'S approval of CONTRACTOR'S Application for Payment, OWNER will pay or cause to be paid an amount equal to the amount earned, less a retained amount in accordance with the following schedule and subject to applicable provisions of the Contract Documents.

B.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

1. Ninety five percent (95%) with five percent (5%) retained until the work is

substantially complete.

2. OWNER shall release retainage, if any, on any undisputed payment due within thirty (30) days after substantial completion; provided, however, if any subcontractor is still performing work on the PROJECT under its subcontract, OWNER may withhold that portion of the retainage attributable to such subcontract until thirty (30) days after such work is completed.

B.1.2 At OWNER's discretion, retainage withholding may be waived on a project by project basis.

B.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remaining amount owed to CONTRACTOR in accordance with the applicable provisions of the Contract Documents.

ARTICLE 5, CONTRACT TIMES

A. PROJECT COMPLETION TIME

The Services for the AUTHORIZED PROJECT will begin no more than forty-two (42) calendar days after OWNER approval in Board Session of March 12, 2026 and complete the work within thirty-five (35) calendar day, as substantially completed

B. LIQUIDATED DAMAGES

CONTRACTOR and OWNER recognize that time is of the essence and that OWNER will suffer financial and other losses if the Services is not completed within the time specified above. The parties also recognize that delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion.* CONTRACTOR shall pay OWNER \$250.00 (two hundred and fifty 00/100 dollars) each day that expires after the time (as duly adjusted pursuant to the Contract Documents) specified above for Substantial Completion, until the Services are substantially complete. Weather related delays may be negotiated by OWNER and CONTRACTOR
2. *Completion of Remaining Work.* After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Services within the Contract Time (as duly adjusted pursuant to the Contract Documents) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1250 (two hundred and fifty 00/100 dollars) each day that expires after such time until the Services is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 6, OBLIGATIONS OF THE OWNER

A. OWNER-FURNISHED DATA

OWNER shall provide any technical data in the OWNER'S possession, including as-built drawings from previous projects, previous reports, maps, surveys, and any other information reasonably required by the CONTRACTOR to perform the Services described in the AUTHORIZED PROJECT. Such information shall include, but not be limited to, the OWNER'S requirements for the AUTHORIZED PROJECT, and any criteria or constraints. CONTRACTOR may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER. 2026 February Board Meeting Page 10

CONTRACTOR'S Services to the OWNER.

C. TIMELY REVIEW

The OWNER shall examine all studies, reports, proposals, certifications, and other documents presented by CONTRACTOR, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and, as necessary, render written decisions pertaining thereto in accordance with the schedule agreed upon between the OWNER and the CONTRACTOR so as not to delay the Services of CONTRACTOR.

D. PROMPT NOTICE

The OWNER shall give prompt written notice to CONTRACTOR whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S work, or any defect in the CONTRACTOR'S work.

ARTICLE 7, GENERAL PROVISIONS

A. ACCEPTANCE OF CONTRACTOR'S SERVICES

Upon completion of the Services required of the CONTRACTOR under this AGREEMENT, or of any phases of such Services, the OWNER will inspect the Work for conformance with the Contract Documents, including any plans and specifications and instructions issued for the AUTHORIZED PROJECT. If the OWNER finds that such Services conform to the Contract Documents, the OWNER'S Representative shall accept such Services and authorize payment therefore. If the OWNER finds that such Services do not conform to the Contract Documents, the OWNER'S Representative shall immediately notify the CONTRACTOR, in writing, of all deficiencies and reasons for nonacceptance and shall permit the CONTRACTOR a reasonable time, not to exceed ninety (90) days, to complete or correct the Services. Notwithstanding any provision that may appear in the Contract Documents to the contrary, if, after ninety (90) days, the Services do not conform to the Contract Documents, and if the CONTRACTOR fails to demonstrate to the satisfaction of the OWNER that the delay is beyond the CONTRACTOR'S control, the CONTRACTOR will be deemed in default of this AGREEMENT.

B. ASSIGNMENT

This AGREEMENT is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the assignee assumes, in writing, the obligations of the assigning party, and delivers such written assumption to the other original party to this AGREEMENT.

C. CONSUMER PROTECTION

The CONTRACTOR and the OWNER herein agree that the term "consumer" as construed in the Kansas Consumer Protection Act, K.S.A. 50-623 et seq. shall include the Board of County Commissioners of Johnson County, Kansas.

D. DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex or gender, national origin or ancestry, age, disability, pregnancy, genetic information, military status or membership in the military, or other circumstance prohibited by federal, state or local law, rule, or regulation, nor in its operation, management, recruitment and employment practices.

E. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire and acts of nature not including normal weather conditions.

F. HOLD HARMLESS

The CONTRACTOR agrees to protect, defend, indemnify and hold the OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the CONTRACTOR. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

G. INSURANCE

CONTRACTOR shall be required to maintain and carry in force for the duration of this AGREEMENT, insurance coverage specified in **Appendix 3**, which is attached hereto and incorporated herein.

H. SEVERABILITY

In case any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT; this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This AGREEMENT shall be governed by the laws of the State of Kansas.

I. STANDARDS OF PERFORMANCE

The CONTRACTOR shall perform all Services under this AGREEMENT in accordance with generally acceptable industry standards of the roofing construction industry for projects similar in scope, size and complexity to the AUTHORIZED PROJECT, and the laws of the State of Kansas.

J. TERMINATION FOR CAUSE

Notwithstanding any provision that may appear in the Contract Documents to the contrary, this AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail to perform in accordance with this AGREEMENT, through no fault of the other, or if an AUTHORIZED PROJECT is stopped by conditions beyond the control of the OWNER.

K. TERMINATION FOR CONVENIENCE

This AGREEMENT may be terminated by the OWNER for its convenience by giving thirty (30) days written notice to the CONTRACTOR.

L. TERMINATION COMPENSATION

In the event of termination, the CONTRACTOR shall be paid in full for all accepted services performed up to the termination date, unless such termination is for the convenience of the OWNER, then CONTRACTOR shall be paid in full for all accepted Services performed up to the termination date, plus any reasonable termination expenses incurred by CONTRACTOR (including but not limited to cancellation or demobilization costs or fees as a result of such a termination).

If no termination is implemented, relationships and obligations created by this AGREEMENT shall terminate upon completion of all applicable requirements of this AGREEMENT.

M. TERM OF CONTRACT

The initial term of this AGREEMENT shall be in full force and effect for the period indicated on the Proposal Form Section 004000. Subject to the provisions of Article 3A hereinabove, fees for services under this AGREEMENT.

N. NO WAIVER

The waiver by the OWNER or CONTRACTOR of any breach of any covenant in this AGREEMENT shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this AGREEMENT, nor shall any custom or practice which may arise between the OWNER and CONTRACTOR in the administration of this AGREEMENT be construed to waive or lessen the right of the OWNER or CONTRACTOR to insist upon the performance by the OWNER or CONTRACTOR in strict accordance with this AGREEMENT.

O. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find the County has agreed to binding arbitration, or the payment of liquidated damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond what is required by law, and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

P. VENUE

In the event that the parties hereto are unable to resolve any dispute, controversy or claim arising out of, or relating to, this AGREEMENT or the making, performance or interpretation of the same without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

Q. HEADINGS

The headings contained in this AGREEMENT are for reference purposes only and shall not affect the meaning or interpretation of this AGREEMENT.

R. CONTRACT DOCUMENTS

The Services to be provided by the CONTRACTOR shall be rendered in accordance with, and governed by, the terms and conditions of this AGREEMENT, and the respective terms, conditions, provisions and representations contained within the following Contract Documents:

- (1) **Cooperative Contract TIPS RCSP 250104 Trades, Labor, and Materials.**
- (2) Johnson County, Kansas Construction General Conditions (**Appendix 1**);
- (3) CONTRACTOR'S PROPOSAL FORM SECTION 004000
- (5) Project descriptions, plans and specifications, instructions, and/or other documents as

required

- (6) OWNER-issued Notice to Proceed
- (7) CONTRACTOR'S Certificate of Liability Insurance (**Appendix 3**); and
- (8) CONTRACTOR'S Performance and Statutory Bonds (**Appendix 4**).

It is hereby acknowledged and agreed that the Contract Documents identified hereinabove, whether or not attached to this AGREEMENT, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR. The Contract Documents shall be on file with the OWNER.

Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor" or "successful contractor" are used in the text of the Contract Documents, such terms shall be deemed to mean and refer to the CONTRACTOR.

In the event that a conflict arises between the interpretation of the Contract Documents listed in Article 7, Paragraph R herein, and the terms and conditions of the AGREEMENT (including **Appendix 1**), the terms and conditions of the AGREEMENT (including **Appendix 1**) shall control.

S. ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between the OWNER and the CONTRACTOR with respect to Services required hereunder and supersedes any and all previous understandings, whether oral or written, between the OWNER and the CONTRACTOR regarding the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

FOR THE CONTRACTOR
DELTA INNOVATIVE SERVICES, INC.

FOR THE OWNER
THE BOARD OF DIRECTORS OF
JOHNSON COUNTY LIBRARY

Name

Jeffrey Mendoza, Chair

Title

APPROVED AS TO FORM:

Andrew Logan
Library Counsel

ATTACHMENT A
TO
AGREEMENT FOR ROOFING SERVICES
SCOPE OF SERVICES

CONTRACTOR shall perform some or all of the services described below. The extent and complexity of each project will vary, however, the basic services listed below may be required. The CONTRACTOR, together with any subcontractors, shall be capable and qualified to perform the following:

1. ROOF CONDITION ASSESSMENTS

- a. Inspect designated roofs to determine condition, needed repairs, and estimated remaining life. Take photos, collect samples, and conduct infrared analysis as needed.
- b. Create a detailed report for each roof inspected to document the type of roof, size (ft²) of roof, roof condition, etc.
- c. Prepare estimated costs for roof repairs and replacements, along with a recommended schedule for this work.
- d. Provide complete information from condition assessment in an online database that is available to THE COUNTY through a personal portal.

2. ROOF REPLACEMENTS

- a. When requested by OWNER, CONTRACTOR shall prepare plans and specifications for roof replacements for review and approval by THE COUNTY. CONTRACTOR shall incorporate THE COUNTY standards in the plans and specifications, including safety requirements. CONTRACTOR is also responsible for ensuring compliance with Factory Mutual Global design requirements and for plan review and permitting by local cities (and Johnson County Planning and Codes when applicable). Plans and specifications for roof replacements shall be sealed by a Professional Engineer licensed in the State of Kansas, and shall be approved by the COUNTY, who reserves the right to use an architectural/engineering firm that is on contract for any engineering needs for roof replacement projects and other roofing services.
- b. CONTRACTOR shall obtain bids for all roof replacement projects, and shall obtain bids from reputable roofing contractors that have been vetted by CONTRACTOR. Unless otherwise approved by THE COUNTY, at least three (3) bids shall be obtained on all roof replacement projects, and at least two (2) bids on all repairs in an amount greater than \$10,000.00. THE COUNTY and Johnson County Purchasing representatives reserve the right to be present for bid openings and to participate in other aspects of the bidding process.
- c. Subject to the provisions of Article 3A of the AGREEMENT, CONTRACTOR shall prepare a cost proposal for each roof replacement project and
- d. CONTRACTOR shall be responsible for identifying and obtaining all licenses and permits required for roof replacement work.
- e. CONTRACTOR shall provide general oversight of all roof replacement work to ensure quality workmanship and compliance with building codes, contract plans and specifications, roofing manufacturer's installation standards, and Factory Mutual Global requirements. CONTRACTOR shall review and approve shop drawing submittals and provide detailed installation inspections as appropriate. In addition, CONTRACTOR shall provide an OWNER-specific website where all available construction data including, but not limited to, design drawings, specifications, permits, construction photos, shop drawings, request for interpretation (RFI) responses, and warranties are made available to the OWNER.
- f. **Refer for specific information to the Project Manual and Construction Plans prepared by RTI Consultants Inc. which are incorporated in this Scope of Services and marked as Attachments 1 and 2.**

(end of scope of services)

APPENDIX I
TO
AGREEMENT FOR ROOFING SERVICES

CONSTRUCTION GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Whenever used in these Construction General Conditions (hereinafter "General Conditions") or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

"Agreement" shall mean the written agreement between the COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

"Bid or Proposal" shall mean the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bonds" shall mean bid, performance, statutory, and maintenance bonds and other forms of security.

"Change Order" or "Addendum" shall mean a document signed by CONTRACTOR and COUNTY and authorizes an addition, deletion or revision in the Work and/or Authorized Project, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

"Contract Price" shall mean the moneys payable by the COUNTY to the CONTRACTOR under the Contract Documents as stated in the Agreement.

"Contract Time" shall mean the number of days or the date stated in the Contract Documents for the Completion of the Project.

"Contractor" shall mean the person, firm or corporation with whom the COUNTY has entered into the Agreement.

"County" or "Owner" shall mean the public body or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

"Defective" shall mean an adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

"Laws and Regulations; Laws or Regulations" shall mean laws, rules, regulations, ordinances, codes and/or orders.

"Notice of Award" shall mean the written notice by the COUNTY to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the COUNTY will sign and deliver the Agreement.

"Notice to Proceed" shall mean a written notice given by the COUNTY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.

"Project" or "Authorized Project" shall mean the total construction or installation of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents. Whenever the term *construction* is used in the Contract Documents, it shall include in its reference the term *installation*.

"Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, installation, and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" shall mean an individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site(s).

"Supplementary Conditions" shall mean the part of the Contract Documents which amends or supplements these General Conditions.

"Supplier" shall mean a manufacturer, fabricator, supplier, distributor, materialman or vendor.

"Work" shall mean the entire completed construction or installation or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction or installation, all as required by the Contract Documents.

"Written Amendment" shall mean a written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. The COUNTY shall furnish to the CONTRACTOR up to eight (8) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.2 Commencement of Contract Time. The Contract Time for any project or service will commence to run on the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

2.3 Starting the Project. The CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.4 Before Starting Construction. Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements, if any. The CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the COUNTY before proceeding with any Work affected thereby; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.5 Substantial and Final Completion. The OWNER and CONTRACTOR shall agree to reasonable dates for Substantial Completion and Final Completion of the AUTHORIZED PROJECT. CONTRACTOR shall make all reasonable efforts to meet the agreed upon dates. Substantial Completion shall be considered achieved when all roofing work and accessory work (e.g. safety railing, ladders) are complete, other than punch list items. Final Completion shall be considered achieved when all punch list items are completed.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING

3.1 Complementary. The Contract Documents comprise the entire Agreement between the COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary, that is, what is called for by one is as binding as if called for by all. The Contract Documents will be governed by, construed, and enforced in accordance with the laws of the State of Kansas. Venue for any and all actions arising hereunder shall be the District Court, Olathe, Johnson County, Kansas.

3.2 Intent. It is the intent of the Contract Documents to describe a functionally complete Project (or part hereof) to be constructed in accordance with the Contract Documents. Any Work materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the COUNTY or CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by (1) a formal written Amendment or (2) a Change Order.

ARTICLE 4 - AVAILABILITY OF LANDS

4.1 Availability of Lands. The COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights of way, and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Bonds. The CONTRACTOR shall provide the necessary bonds required by and in accordance with the Contract Documents. For authorized roofing projects in the amount of \$100,000.00 or greater, the CONTRACTOR shall provide Performance and Statutory Bonds on forms supplied by the COUNTY in an amount equal to one hundred percent (100%) of the authorized project.

5.2 Insurance. The CONTRACTOR shall be required to maintain and carry in force for the duration of the contract, the insurance coverage of the types and minimum liability limits set forth in **Appendix 3 of this document**

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision. The CONTRACTOR shall supervise and direct the Work competently and efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction, but the CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction that is required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 Labor. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work, and perform construction as required by the Contract Documents. The CONTRACTOR shall maintain at all times good discipline and order at the sites. Except in connection with the safety or protection of persons or the Work or property at the sites or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the sites shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the COUNTY'S written consent.

6.3 Equipment and Materials. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliance, fuel, power light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities necessary for the furnishing, performance, testing, start up, and completion of the Work.

6.4 Quality of Materials and Equipment. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contact Documents.

6.5 Subcontractors. Any and all Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor that specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COUNTY. The CONTRACTOR shall be fully responsible to the COUNTY for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the CONTRACTOR just as the CONTRACTOR is responsible for the CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the COUNTY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the COUNTY to pay or see to the payment of any moneys due any such Subcontractor, supplier, or other person or organization except as may otherwise be required by Laws and Regulations. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization against whom the COUNTY may have reasonable objection. The CONTRACTOR shall furnish to the COUNTY the name, for acceptance by the COUNTY, of any Subcontractor, Supplier or other person or organization the CONTRACTOR proposes to utilize in the performance of the Work prior to entering into agreement with such Subcontractor, Supplier or other person or organization.

6.6 Patent Fees and Royalties. The CONTRACTOR shall be responsible for and pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The CONTRACTOR shall indemnify, protect, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, damages, losses, and expenses arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Permits, Laws and Regulations. The CONTRACTOR shall be responsible for obtaining and paying for all construction permits and licenses. The COUNTY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR

shall be responsible for giving all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

6.8 Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials, and equipment and the operations of workers to the Project site identified in the Contract Documents and other lands and areas permitted by Laws and Regulations, rights of way, permits and easements and shall not unreasonably encumber the site with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such lands or areas contiguous thereto, resulting from the performance of the Work.

6.9 Clean-Up. During the progress of the Work, the CONTRACTOR shall keep the site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, and machinery, and surplus materials and shall leave the sites clean and ready for use by the COUNTY.

6.10 Safety and Protection. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (1) all persons on the site or who may be affected by the Work; (2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and (3) to the extent applicable, other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. The CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Further, the CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

ARTICLE 7 - COUNTY'S RESPONSIBILITIES

7.1 Data. The COUNTY shall furnish any data required of the COUNTY under the Contract Documents to the CONTRACTOR promptly.

7.2 Other Responsibilities. The COUNTY shall perform promptly those other duties and responsibilities as may be required by the Contract Documents.

ARTICLE 8 – INDEMNIFICATION

8.1 General Indemnity. To the fullest extent permitted by law, the CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY, its officers, employees, and agents from and against any and all liability, loss, claims, demands, suits, costs, fees and

expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the COUNTY, its officers, employees, or agents allegedly or actually arising out of or resulting from the CONTRACTOR'S work, including without limitation any breach of contract or negligent act or omission (i) of the CONTRACTOR; or (ii) of the CONTRACTOR'S subcontractors or suppliers, if any, or (iii) of the agents, employees or servants of the CONTRACTOR or its subcontractors or suppliers, if any.

8.2 Waiver of Immunity. To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employees or servant under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the OWNER, its officers, employees, or agents pursuant to the indemnification provision contained in the Paragraph 8.1 hereinabove.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Changes in the Work. Without invalidating the Agreement and without notice to any surety, the COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work through a Change Order or a Written Amendment. The COUNTY and the CONTRACTOR shall execute appropriate Change Orders or Written Amendments covering (1) changes in the Work which are ordered by the COUNTY, are required because of acceptance of defective Work or correcting defective Work or are agreed to by the parties; and (2) changes in the Contract Price or Contract Time which are agreed to by the parties.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 Change of Contract Price. Except as may otherwise be provided for in Paragraph 12.6 of these General Conditions, the Contract Price may only be changed by a Change Order or by a Written Amendment agreed to by both parties. Any claim, accompanied by supporting data, for an increase or decrease in the Contract Price shall be based on written notice promptly delivered by the party making the claim to the other party. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph and reduced to in writing in the form of a Change Order or Written Amendment executed by both parties.

ARTICLE 11 - CHANGE OF CONTRACT TIME

11.1 Change of Contract Time. The Contract Time may only be changed by a Change Order or by a Written Amendment. Any claim, accompanied by supporting data, for an extension or shortening of the Contract Time shall be based on written notice promptly delivered by the party making the claim to the other party. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with this paragraph and reduced to in writing in the form of a Change Order or Written Amendment executed by both parties. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not be limited to, acts or neglect by the COUNTY or others who may be performing additional work at the sites under separate Agreements, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.2 Time is of the Essence. All time limits stated in the Contract Documents are of the essence of the Agreement.

ARTICLE 12 - WARRANTY AND GUARANTEE

12.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to the COUNTY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in these Contract Documents.

12.2 Access to Work. The COUNTY, representatives of the COUNTY, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing, if applicable. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Owner May Stop the Work. If the Work is found to be defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

12.4 Correction or Removal of Defective Work. If required by the COUNTY, the CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed; or, if the Work has been rejected by the COUNTY, remove it from the site(s) and replace it with non-defective Work. The CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal made necessary thereby.

12.5 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so.

12.6 County May Correct Defective Work. If the CONTRACTOR fails within a reasonable time after notice to proceed to correct defective Work or to remove and place rejected Work as required by the COUNTY, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the COUNTY may, after seven (7) days' written notice to the CONTRACTOR, correct and remedy any such deficiency expeditiously. All direct, indirect, and consequential costs of the COUNTY in exercising such rights and remedies will be charged against the CONTRACTOR, and the CONTRACTOR shall be liable to the COUNTY for all such costs incurred by the COUNTY. The CONTRACTOR'S liability to the COUNTY under this paragraph for such costs shall not be dependent or conditioned upon the issuance of a Change Order or Written Amendment under Paragraph 10.2 of these General Conditions.

ARTICLE 13 - TERMINATION

13.1 Termination by County. Upon the occurrence of any one or more of the following events: (1) if the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code or takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law relating to bankruptcy or insolvency; (2) if a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any federal or state law relating to bankruptcy or insolvency; (3) if the CONTRACTOR makes a general assignment for the benefit of creditors; (4) if a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of the CONTRACTOR'S property is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR'S creditors; (5) if it is found that the CONTRACTOR is unable to pay its debts generally as they become due; (6) if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents; (7) if the CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction; or (8) if the CONTRACTOR otherwise violated in any substantial way any provisions of the Contract Documents, the COUNTY may, after giving the CONTRACTOR seven (7) days' written notice and to the extent permitted by Laws and Regulations terminate the services of the CONTRACTOR.

13.2 Termination by Contractor. If, through no fault of the CONTRACTOR, the Work is suspended for a period more than sixty (60) days by the COUNTY or under an order of court of other public authority, or the COUNTY fails for forty-five (45) days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven (7) days' written notice to the COUNTY, terminate the Agreement and recover from the COUNTY payment for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE 14 - MISCELLANEOUS

14.1 Kansas Nondiscrimination Law. 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 (1) those whose contracts with the COUNTY cumulatively total Five Thousand Dollars (\$5,000.00) or less during the COUNTY'S fiscal year

or (2) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this Agreement.

14.1.1 The CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, and shall not discriminate against any person in the performance of the Work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, ancestry or political affiliation;

14.1.2 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;

14.1.3 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 Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY; and

14.1.4 If the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the CONTRACTOR shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY.

14.2 Subcontracts. The CONTRACTOR shall include the provisions of Subparagraphs 14.1.1 through 14.1.4, inclusive, in every subcontract and purchase order so that such provisions will be binding upon such subcontractor or vendor.

14.3 Right to Examine and Audit Records. The CONTRACTOR agrees that the COUNTY, 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 of the CONTRACTOR involving transactions related to the Agreement between the COUNTY 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 to comply with the provisions of this clause by including the requirements hereof in a written agreement between the CONTRACTOR and payee. Further, the CONTRACTOR agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the COUNTY any and all such books, documents, papers and records.

END OF GENERAL CONDITIONS

APPENDIX 2
Work Authorization
INTENTIONALLY DELETED

APPENDIX 3

Insurance Requirements

I. **Required Minimum Coverage.** CONTRACTOR shall be required to maintain and carry in force for the duration of the AGREEMENT, insurance coverage underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas with at least an A.M. Best A:VII rating, unless acceptable to and agreed to in writing by OWNER and COUNTY, of the types and minimum limits as set forth below. If CONTRACTOR maintains broader coverage and/or higher limits than the minimum coverage outlined herein, OWNER and COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available proceeds in excess of the specified minimum limits herein, which are applicable to a given loss, shall be available to COUNTY. No representation is made that the minimum insurance requirements of this AGREEMENT are sufficient to cover the obligations of CONTRACTOR under this AGREEMENT.

A. Commercial General Liability

1. Must follow the most current ISO form CG 00 01, or an equivalent occurrence-based form with coverage at least as broad as the ISO form, with no amendments to the definition of an "insured contract" or limitations of "coverage territory";
2. Coverage must include:
 - a. Products/Completed Operations;
 - b. Personal & Advertising Injury;
 - c. Contractual Liability;
 - d. Independent Contractor Liability; and
 - e. Injury or damage caused by, or resulting from, explosion, collapse, and/or underground hazards.
3. Minimum required limits, which shall apply **per project**:
 - a. \$1,000,000 per occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products/completed operations aggregate
4. The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
5. The Board of Directors of the Johnson County Library, its officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
6. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Additional Insured (e.g., CG 20 10 or 20 33, or similar form with coverage at least as broad as the ISO form);
 - b. Additional Insured status with respect to products/completed operations (CG 20 37, CG 20 39, CG 20 40, or similar form with coverage at least as broad as the ISO form);
 - c. Primary and Noncontributory (CG 20 01, or similar form with coverage at least as broad as the ISO form); and
 - a. Waiver of Transfer or Rights of Recovery Against Others to Us (CG 24 04, or equivalent) or similar subrogation waiver

B. Workers' Compensation and Employer's Liability

1. Workers' Compensation coverage with statutory limits

2. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy
3. The policy's other states (3.C.) status must include, "All states other than 3.A states and monopolistic states."
4. Must be endorsed to contain a subrogation waiver in favor of the OWNER and COUNTY for the work performed by CONTRACTOR
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Subrogation waiver endorsement

C. Automobile Liability

1. Must follow the most current ISO form CA 00 01, or an equivalent form with coverage at least as broad as the ISO form, and shall contain, or be endorsed to contain, Additional Insured coverage for OWNER and COUNTY.
2. Minimum required limits:
 - a. \$1,000,000 Combined Single Limit per accident covering all owned, hired, and non-owned autos
3. If CONTRACTOR is transporting any type of hazardous materials under the AGREEMENT, then endorsements CA 99 48 or equivalent and MSC-90 (if the CONTRACTOR is a regulated motor carrier) are required.
4. A copy of the following endorsement(s) must be attached to the certificate of insurance, if applicable and/or necessary:
 - a. Additional Insured
 - b. CA 99 48 or equivalent and MSC-90 (if required due to transport of hazardous materials as noted above)

D. Umbrella Liability

1. \$1,000,000 per occurrence and aggregate
2. Must be provided on a true "following form" or broader basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance required herein.
3. Must also meet the following requirement to include OWNER and COUNTY as Additional Insured and be primary and non-contributory.
4. To be provided over the Commercial General Liability, Automobile Liability and Employers' Liability insurance policies.

II. Requirement to Provide Certificate of Insurance Evidencing Minimum Required Coverage; Notice of Changes. A certificate or certificates of insurance (COI) evidencing the minimum required coverage outlined herein must be filed with the COUNTY prior to commencement of the Work or Project.

- A. Under "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES," the following must be included:
 1. a brief description of the service, work, or project, RFP/IFB/Contract number; and
 2. "The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees are Additional Insureds under the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis."

3. The Additional Insured requirement does not create a partnership or joint venture between the Board of County Commissioners of Johnson County, KS and CONTRACTOR under this AGREEMENT.

- B. The Certificate Holder on each and every COI provided shall read as follows:

Board of County Commissioners of Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Board of Directors of the Johnson County Library
c/o County Librarian
9875 W 87th Street

Overland Park, KS 66212

- C. Evidence of continuing coverage for the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by any of them shall be made available, within five (5) days, upon request. Maintenance of required insurance coverage is a material element of this AGREEMENT, and failure to maintain, renew, or provide evidence of renewal of the same shall constitute a material breach of this AGREEMENT. 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 AGREEMENT.

III. Primary and Non-Contributory. For any claims related to this AGREEMENT, the CONTRACTOR's insurance coverage shall be primary and noncontributory. The CONTRACTOR understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas, and its officers, commissions, agencies, and employees shall apply in excess of and not be contributory with any insurance or self-insurance maintained by CONTRACTOR.

IV. Waiver of Subrogation. CONTRACTOR agrees to waive subrogation that any insurer may acquire from CONTRACTOR by virtue of the payment of any loss(es) relating to this AGREEMENT. CONTRACTOR agrees to obtain any endorsement to this effect as required by these provisions and agrees that even in the absence of such endorsement, CONTRACTOR's intent is to provide a broad waiver of subrogation against OWNER and COUNTY for any loss(es) relating to this AGREEMENT.

V. Self-Insured Retentions. Self-insured retentions (SIRs) must be declared to and approved by COUNTY. The CGL and any policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$250,000 unless approved in writing by COUNTY. COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within SIR. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named Insured. *Rather, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.* OWNER and COUNTY may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Any and all

deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the indemnified Additional Insured parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.

- VI. **Claims-made Policies.** In the event CONTRACTOR procures insurance coverage that is written on a claims-made basis, CONTRACTOR shall at all times, including without limitation, after the expiration or termination of this AGREEMENT for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of CONTRACTOR occurring in whole or in part during the term of this AGREEMENT (hereinafter "Continuing Coverage"). CONTRACTOR may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this AGREEMENT, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by CONTRACTOR during the term of this AGREEMENT, or such other method acceptable to COUNTY. CONTRACTOR shall maintain the full limit of any required coverage as stated above for the duration of the statute of repose.
- VII. **Subcontractors and Sub-Subcontractors.** CONTRACTOR shall either ensure that all subcontractors and sub-contractors are covered under CONTRACTOR's insurance or require all subcontractors and/or sub-subcontractors maintain insurance meeting all the requirements stated herein. If the latter, CONTRACTOR shall ensure that the commercial general liability additional insured requirement of CONTRACTOR as noted herein is met by any subcontractors and/or sub-subcontractors through the inclusion of endorsement CG 20 38, or an equivalent no less broad, providing coverage for "upstream" parties, such as COUNTY, with no direct contractual relationship with the insured.
- VIII. **No Duty to Verify Satisfaction of Minimum Insurance Requirements.** COUNTY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand or verify evidence of full compliance with the insurance requirements set forth in this AGREEMENT or failure to identify any insurance deficiency shall not relieve CONTRACTOR from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this AGREEMENT.
- IX. **Special Risks or Circumstances.** OWNER and COUNTY reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- X. **Commencement of Work.** CONTRACTOR shall not commence work under this AGREEMENT until CONTRACTOR has obtained all required insurance and provided evidence of the same to OWNER and COUNTY.

APPENDIX 4

Performance and Statutory Bonds

(Bond Forms Attached)

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, as Surety, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____, and authorized to do business in the State of Kansas, are held and firmly bound unto the Board of County Commissioners of Johnson County, Kansas, as Obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has, on the _____ day of _____, 20____, executed a written Agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the project as designated, defined and described in the Agreement and the Conditions thereof, and in accordance with the Specifications and Plans and other Contract Documents for the project on file with the Obligee; said Agreement, Conditions, Specifications, Plans and other Contract Documents therefor incorporated herein and being made a part of this Performance Bond by reference, whether or not attached to the Agreement (all hereafter called "Contract").

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the Contract, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the Contract, the Surety shall remedy the default by promptly (a) completing the Contract in accordance with its terms and conditions, or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications, Plans and other Contract Documents accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications, Plans and other Contract Documents. Further, the Surety stipulates and agrees

that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Agreement as approved by the Obligee.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium. Further, this bond is given and received under authority of all statutes and regulations in effect for the locale of the project, the provisions of which are hereby incorporated into this Performance Bond and made a part hereof.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal

By _____ (SEAL)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Kansas Agent

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

BOND NO. _____

STATUTORY BOND
TO THE
STATE OF KANSAS

KNOW ALL MEN BY THESE PRESENTS, that we,

hereinafter called the Principal, as Principal, and
with general offices in the City of _____, a corporation duly
organized and existing under the laws of the State of _____ and authorized to
do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly
bound unto the STATE OF KANSAS in the penal sum of _____ Dollars
(\$_____) lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas,
the Principal has on the _____ day of _____, 20____, entered into a written
agreement with the Board of County Commissioners of Johnson County, Kansas, hereinafter
called the Owner, for furnishing all tools, equipment, materials and supplies and performing all
labor and incidentals thereto necessary in connection with and for the project as designated,
defined and described in the Agreement and the Conditions thereof, and in accordance with the
Specifications and Plans and other Contract Documents for the project on file with the Owner.

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the
Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies,
used or consumed in connection with or in or about the installation or construction of or in
making such public improvements, then this obligation shall become null and void; otherwise, it
shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the
Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or
supplies, used or consumed in connection with or in or about the construction of or in making
such public improvements, then the Surety shall pay the same in any amount not exceeding the
amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms and conditions of the said agreement for the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation on
this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms and conditions of the said agreement or to the specifications. The Surety
stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased
by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public
improvements as hereinabove stated, or said person's assigns or successors, may bring action on
this bond for the recovery of said indebtedness; provided, that no action shall be brought on this
bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

Principal

By _____ (Seal)

(Official Title)

Surety Company

By _____
(Attorney-In-Fact)

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

Filed with the Clerk of the District Court of Johnson County, Kansas, this _____ day of _____, 20____.

Clerk of the District Court

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: February 12, 2026
Re: Gardner Library: Contract for Construction

Issue: Consider authorizing a contract with Delta Innovative Services, Inc. for roofing replacement at Gardner Library, in the amount of \$342,000.00.

Suggested Motion: ****This item is being presented for information only this month.**** I move that the Library Board authorize a contract with Delta Innovative Services, Inc., for roofing services at Gardner Library, in an amount not to exceed \$342,000.00.

Background: A section of the roof at Gardner is at the end of its functional life and needs to be replaced. In 2022 our Facilities partners worked with Delta to replace the other section of the roof during a closure which combined multiple smaller projects. Since then the rest of the roof has degraded and is now at the end of its functional life. Our Facilities partners have utilized a cooperative contract by The Interlocal Purchasing System (TIPS), which is a governmental entity and a national purchasing cooperative that makes available qualified contractors and establishes pricing to other governmental agencies. Cooperative contracts are approved method of contracting by County Purchasing and are a common approach used by the Library and the County for construction and other types of projects.

The roofing replacement includes removal and reinstallation of an existing lightning protection system.

Analysis: This work has been held to not have Gardner and Spring Hill be closed at the same time and with Spring Hill's reopening date expected later this year, the Gardner work can proceed. The noise disturbance and debris from the roofing tearoff, dumpsters, material staging, and crew mobilization in addition to other desired work improvements for the interior of Gardner Library, expected to include interior refresh, carpet and shelving replacement, lead staff to recommend a closure, which would come to the Board at a later date.

Facilities expects to begin this work in the fall – this contract is coming to the Board early in the year because there is a long lead time for this project's materials.

Facilities partners have worked with the County's Purchasing team to procure services for this roofing work, which is budgeted.

Delta has performed work for the Library on past projects, has demonstrated a strong record of service and quality, and is also well-recommended by County Facilities partners. Having one vendor warranty for the entire roof is also beneficial to the Library. The expected life of the replacement roof is expected to exceed 15-20 years.

Funding Overview: Funding for this work is within the expected budgetary range.

Alternatives:

- 1) Authorize the contract with Delta Innovative Services, Inc.
- 2) Do not authorize the contract.

Recommendation: Staff recommends the Library Board authorize a contract with Delta Innovative Services, Inc. for roofing replacement at Gardner Library, in the amount of \$342,000.00

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County's purchasing policies and procedures and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CRP budget.

Legal Review: Library legal counsel has approved the contract as to form.

ROOFING SERVICES

BETWEEN

JOHNSON COUNTY LIBRARY

**Board of Directors of the Johnson County Library
Johnson County, Kansas**

AND

DELTA INNOVATIVE SERVICES, INC.

FOR JOHNSON COUNTY LIBRARY

AGREEMENT FOR ROOFING SERVICES

THIS AGREEMENT is made in Overland Park Kansas, and entered into as of the _____ day of _____, 2026, (hereinafter the "Effective Date"), by and between the Board of Directors of the Johnson County Library ("OWNER"), a quasi-municipal corporation organized under the laws of the State of Kansas and **Delta Innovative Services, Inc**, with offices at 4141 Fairbanks Ave, Kansas City, KS 66106 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTOR has been awarded a cooperative contract from The Interlocal Purchasing System to provide trades, labor and materials ("TIPS RCSP 250104 Part 2 Agreement").

WHEREAS, on March 12, 2026, the OWNER authorized utilizing the TIPS RCSP 250104 Part 2 Agreement and contract directly with the CONTRACTOR for work for the roof replacement at the Johnson County Library Gardner Branch, as more fully described herein ("AUTHORIZED PROJECT").

WHEREAS, the CONTRACTOR desires to provide such Services to the OWNER in accordance with the terms and conditions of this AGREEMENT.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1, OWNER'S REPRESENTATIVE

The Johnson County Facilities Management (hereinafter "the County") shall be the OWNER'S designated representative, and is authorized to act on behalf of the OWNER with respect to all work tasks required of the PROJECT for which Services are to be rendered by the CONTRACTOR. The County will issue and a Notice to Proceed to the CONTRACTOR for the AUTHORIZED PROJECT to be completed under this AGREEMENT. The CONTRACTOR shall, upon receipt of a Notice to Proceed, furnish the Services in relation to the Scope of Services.

ARTICLE 2, SCOPE OF SERVICES

The specific Services which the CONTRACTOR agrees to furnish are as indicated in **the Contract Documents**. If the Services entail roof repair, restoration, or re-roofing, such Work shall be performed pursuant to and in accordance with the terms and provisions of the Construction General Conditions (**Appendix 1**) of the Contract Documents. Changes in the indicated Scope of Services shall be subject to renegotiations and implemented through an Amendment to this AGREEMENT.

ARTICLE 3, BASIS OF PAYMENT

As a consideration for providing the Services enumerated in Article 2, the OWNER shall pay the CONTRACTOR in the following manner:

A. COMPENSATION FOR SERVICES

For Services, as enumerated in Article 2, the OWNER shall pay the CONTRACTOR the accepted Bid Proposal under Section 004000 of the Project Manual. Payments as described hereinafter shall represent full compensation to the CONTRACTOR for payroll costs, direct expenses, current overhead, profit and all other costs in connection with the performance of these Services. Upon request, the CONTRACTOR shall provide documentation to the OWNER of costs for Services provided by CONTRACTOR.

2, shall not exceed **Three Hundred Forty-Two Thousand & 00/100 Dollars (\$342,000.00)**. Personnel changes in CONTRACTOR'S staff or billing rates related to staff salary increases during the term of the AUTHORIZED PROJECT shall not be cause for an increase to the cost.

The OWNER shall obtain a project exemption certificate for the AUTHORIZED PROJECT from the Kansas Department of Revenue and provide the same to the CONTRACTOR to be used by the CONTRACTOR for the sales of tangible personal property to or services purchased by the CONTRACTOR for the work or portions thereof that may be properly exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. Upon completion of the AUTHORIZED PROJECT, the CONTRACTOR shall file with the OWNER on a form provided by the Kansas Department of Revenue, a sworn statement that all purchases made under the project exemption certificate were entitled to be exempt from the Kansas Retailer's Sales Tax Act and the Kansas Compensating Tax Act. The CONTRACTOR shall assume responsibility and be liable for the proper use of the project exemption certificate 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.

B. CHANGES OF SCOPE

In the event additional, related construction services are required through changes in the scope of the AUTHORIZED PROJECT, or other unusual or unforeseen circumstances are encountered, CONTRACTOR shall, upon written ADDENDUM by and between the parties to the AUTHORIZED PROJECT, perform the additional services.

ARTICLE 4. PAYMENT FOR SERVICES

Payment to the CONTRACTOR, as prescribed in ARTICLE 3, shall be made as follows:

A. APPLICATIONS FOR PAYMENT

Payment for Services rendered shall be made to the CONTRACTOR at the end of each monthly billing cycle upon presentation of the CONTRACTOR'S Application for Payment. The format of Applications for Payment shall conform to the OWNER'S standards and CONTRACTOR shall attach supporting documents substantiating the completion of Services included in the Applications for Payment. OWNER shall make prompt payments in response to CONTRACTOR'S Applications for Payment. Total payment to CONTRACTOR shall not exceed the AUTHORIZED PROJECT amount except by ADDENDUM to the AUTHORIZED PROJECT.

B. PAYMENT PROCEDURES

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

B.1 Progress Payments. OWNER shall make progress payments on the basis of CONTRACTOR'S Applications for Payment with supporting documentation for Services performed by CONTRACTOR. Upon OWNER'S approval of CONTRACTOR'S Application for Payment, OWNER will pay or cause to be paid an amount equal to the amount earned, less a retained amount in accordance with the following schedule and subject to applicable provisions of the Contract Documents.

B.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

1. Ninety five percent (95%) with five percent (5%) retained until the Work is substantially complete.

2. OWNER shall release retainage, if any, on any undisputed payment due within thirty (30) days after substantial completion; provided, however, if any subcontractor is still performing work on the PROJECT under its subcontract, OWNER may withhold that portion of the retainage attributable to such subcontract until thirty (30) days after such work is completed.

B.1.2 At OWNER's discretion, retainage withholding may be waived on a project by project basis.

B.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remaining amount owed to CONTRACTOR in accordance with the applicable provisions of the Contract Documents.

ARTICLE 5, CONTRACT TIMES

A. PROJECT COMPLETION TIME

The Services for the AUTHORIZED PROJECT will begin on June 1, 2026, and be substantially complete by December 7, 2026. It shall be completed and ready for final payment on or before December 30, 2026.

B. LIQUIDATED DAMAGES

CONTRACTOR and OWNER recognize that time is of the essence and that OWNER will suffer financial and other losses if the Services is not completed within the time specified above. The parties also recognize that delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion.* CONTRACTOR shall pay OWNER \$1,000 (one thousand 00/100 dollars) each day that expires after the time (as duly adjusted pursuant to the Contract Documents) specified above for Substantial Completion, until the Services are substantially complete. Weather related delays may be negotiated by OWNER and CONTRACTOR
2. *Completion of Remaining Work.* After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Services within the Contract Time (as duly adjusted pursuant to the Contract Documents) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1,000 000 (one thousand 00/100 dollars) each day that expires after such time until the Services is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 6, OBLIGATIONS OF THE OWNER

A. OWNER-FURNISHED DATA

OWNER shall provide any technical data in the OWNER'S possession, including as-built drawings from previous projects, previous reports, maps, surveys, and any other information reasonably required by the CONTRACTOR to perform the Services described in the AUTHORIZED PROJECT. Such information shall include, but not be limited to, the OWNER'S requirements for the AUTHORIZED PROJECT, and any criteria or constraints. CONTRACTOR may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER in performing CONTRACTOR'S Services to the OWNER.

C. TIMELY REVIEW

The OWNER shall examine all studies, reports, proposals, certifications, and other documents presented by CONTRACTOR, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and, as necessary, render written decisions pertaining thereto in accordance with the schedule agreed upon between the OWNER and the CONTRACTOR so as not to delay the Services of CONTRACTOR.

D. PROMPT NOTICE

The OWNER shall give prompt written notice to CONTRACTOR whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S work, or any defect in the CONTRACTOR'S work.

ARTICLE 7. GENERAL PROVISIONS

A. ACCEPTANCE OF CONTRACTOR'S SERVICES

Upon completion of the Services required of the CONTRACTOR under this AGREEMENT, or of any phases of such Services, the OWNER will inspect the Work for conformance with the Contract Documents, including any plans and specifications and instructions issued for the AUTHORIZED PROJECT. If the OWNER finds that such Services conform to the Contract Documents, the OWNER'S Representative shall accept such Services and authorize payment therefore. If the OWNER finds that such Services do not conform to the Contract Documents, the OWNER'S Representative shall immediately notify the CONTRACTOR, in writing, of all deficiencies and reasons for nonacceptance and shall permit the CONTRACTOR a reasonable time, not to exceed ninety (90) days, to complete or correct the Services. Notwithstanding any provision that may appear in the Contract Documents to the contrary, if, after ninety (90) days, the Services do not conform to the Contract Documents, and if the CONTRACTOR fails to demonstrate to the satisfaction of the OWNER that the delay is beyond the CONTRACTOR'S control, the CONTRACTOR will be deemed in default of this AGREEMENT.

B. ASSIGNMENT

This AGREEMENT is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the assignee assumes, in writing, the obligations of the assigning party, and delivers such written assumption to the other original party to this AGREEMENT.

C. CONSUMER PROTECTION

The CONTRACTOR and the OWNER herein agree that the term "consumer" as construed in the Kansas Consumer Protection Act, K.S.A. 50-623 et seq. shall include the Board of County Commissioners of Johnson County, Kansas.

D. DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex or gender, national origin or ancestry, age, disability, pregnancy, genetic information, military status or membership in the military, or other circumstance prohibited by federal, state or local law, rule, or regulation, nor in its operation, management, recruitment and employment practices.

E. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire and acts of nature not including normal weather conditions.

F. HOLD HARMLESS

The CONTRACTOR agrees to protect, defend, indemnify and hold the OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the CONTRACTOR. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

G. INSURANCE

CONTRACTOR shall be required to maintain and carry in force for the duration of this AGREEMENT, insurance coverage specified in **Appendix 3**, which is attached hereto and incorporated herein.

H. SEVERABILITY

In case any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT; this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This AGREEMENT shall be governed by the laws of the State of Kansas.

I. STANDARDS OF PERFORMANCE

The CONTRACTOR shall perform all Services under this AGREEMENT in accordance with generally acceptable industry standards of the roofing construction industry for projects similar in scope, size and complexity to the AUTHORIZED PROJECT, and the laws of the State of Kansas.

J. TERMINATION FOR CAUSE

Notwithstanding any provision that may appear in the Contract Documents to the contrary, this AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail to perform in accordance with this AGREEMENT, through no fault of the other, or if an AUTHORIZED PROJECT is stopped by conditions beyond the control of the OWNER.

K. TERMINATION FOR CONVENIENCE

This AGREEMENT may be terminated by the OWNER for its convenience by giving thirty (30) days written notice to the CONTRACTOR.

L. TERMINATION COMPENSATION

In the event of termination, the CONTRACTOR shall be paid in full for all accepted services performed up to the termination date, unless such termination is for the convenience of the OWNER, then CONTRACTOR shall be paid in full for all accepted Services performed up to the termination date, plus any reasonable termination expenses incurred by CONTRACTOR (including but not limited to cancellation or demobilization costs or fees as a result of such a termination).

If no termination is implemented, relationships and obligations created by this AGREEMENT shall terminate upon completion of all applicable requirements of this AGREEMENT.

M. TERM OF CONTRACT

The initial term of this AGREEMENT shall be in full force and effect for the period indicated on the Proposal Form Section 004000. Subject to the provisions of Article 3A hereinabove, fees for services under this AGREEMENT.

N. NO WAIVER

The waiver by the OWNER or CONTRACTOR of any breach of any covenant in this AGREEMENT shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this AGREEMENT, nor shall any custom or practice which may arise between the OWNER and CONTRACTOR in the administration of this AGREEMENT be construed to waive or lessen the right of the OWNER or CONTRACTOR to insist upon the performance by the OWNER or CONTRACTOR in strict accordance with this AGREEMENT.

O. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find the County has agreed to binding arbitration, or the payment of liquidated damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond what is required by law, and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

P. VENUE

In the event that the parties hereto are unable to resolve any dispute, controversy or claim arising out of, or relating to, this AGREEMENT or the making, performance or interpretation of the same without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

Q. HEADINGS

The headings contained in this AGREEMENT are for reference purposes only and shall not affect the meaning or interpretation of this AGREEMENT.

R. CONTRACT DOCUMENTS

The Services to be provided by the CONTRACTOR shall be rendered in accordance with, and governed by, the terms and conditions of this AGREEMENT, and the respective terms, conditions, provisions and representations contained within the following Contract Documents:

- (1) **Cooperative Contract TIPS RCSP 250104 Trades, Labor, and Materials.**
- (2) Johnson County, Kansas Construction General Conditions (**Appendix 1**);
- (3) CONTRACTOR'S PROPOSAL FORM SECTION 00400
- (5) Project descriptions, plans and specifications, instructions, and/or other documents as required

- (6) OWNER-issued Notice to Proceed
- (7) CONTRACTOR'S Certificate of Liability Insurance (**Appendix 3**); and
- (8) CONTRACTOR'S Performance and Statutory Bonds (**Appendix 4**).

It is hereby acknowledged and agreed that the Contract Documents identified hereinabove, whether or not attached to this AGREEMENT, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR. The Contract Documents shall be on file with the OWNER.

Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor" or "successful contractor" are used in the text of the Contract Documents, such terms shall be deemed to mean and refer to the CONTRACTOR.

In the event that a conflict arises between the interpretation of the Contract Documents listed in Article 7, Paragraph R herein, and the terms and conditions of the AGREEMENT (including **Appendix 1**), the terms and conditions of the AGREEMENT (including **Appendix 1**) shall control.

S. ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between the OWNER and the CONTRACTOR with respect to Services required hereunder and supersedes any and all previous understandings, whether oral or written, between the OWNER and the CONTRACTOR regarding the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

FOR THE CONTRACTOR
DELTA INNOVATIVE SERVICES, INC.

FOR THE OWNER
THE BOARD OF DIRECTORS OF
JOHNSON COUNTY LIBRARY

Name

Jeffrey Mendoza, Chair

Title

APPROVED AS TO FORM:

Andrew Logan
Library Counsel

ATTACHMENT A
TO
AGREEMENT FOR ROOFING SERVICES
SCOPE OF SERVICES

CONTRACTOR shall perform some or all of the services described below. The extent and complexity of each project will vary, however, the basic services listed below may be required. The CONTRACTOR, together with any subcontractors, shall be capable and qualified to perform the following:

1. ROOF CONDITION ASSESSMENTS

- a. Inspect designated roofs of to determine condition, needed repairs, and estimated remaining life. Take photos, collect samples, and conduct infrared analysis as needed.
- b. Create a detailed report for each roof inspected to document the type of roof, size (ft²) of roof, roof condition, etc.
- c. Prepare estimated costs for roof repairs and replacements, along with a recommended schedule for this work.
- d. Provide complete information from condition assessment in an online database that is available to THE COUNTY through a personal portal.

2. ROOF REPLACEMENTS

- a. When requested by OWNER, CONTRACTOR shall prepare plans and specifications for roof replacements for review and approval by THE COUNTY. CONTRACTOR shall incorporate THE COUNTY standards in the plans and specifications, including safety requirements. CONTRACTOR is also responsible for ensuring compliance with Factory Mutual Global design requirements and for plan review and permitting by local cities (and Johnson County Planning and Codes when applicable). Plans and specifications for roof replacements shall be sealed by a Professional Engineer licensed in the State of Kansas, and shall be approved by the COUNTY, who reserves the right to use an architectural/engineering firm that is on contract for any engineering needs for roof replacement projects and other roofing services.
- b. CONTRACTOR shall obtain bids for all roof replacement projects, and shall obtain bids from reputable roofing contractors that have been vetted by CONTRACTOR. Unless otherwise approved by THE COUNTY, at least three (3) bids shall be obtained on all roof replacement projects, and at least two (2) bids on all repairs in an amount greater than \$10,000.00. THE COUNTY and Johnson County Purchasing representatives reserve the right to be present for bid openings and to participate in other aspects of the bidding process.
- c. Subject to the provisions of Article 3A of the AGREEMENT, CONTRACTOR shall prepare a cost proposal for each roof replacement project and
- d. CONTRACTOR shall be responsible for identifying and obtaining all licenses and permits required for roof replacement work.
- e. CONTRACTOR shall provide general oversight of all roof replacement work to ensure quality workmanship and compliance with building codes, contract plans and specifications, roofing manufacturer's installation standards, and Factory Mutual Global requirements. CONTRACTOR shall review and approve shop drawing submittals and provide detailed installation inspections as appropriate. In addition, CONTRACTOR shall provide an OWNER-specific website where all available construction data including, but not limited to, design drawings, specifications, permits, construction photos, shop drawings, request for interpretation (RFI) responses, and warranties are made available to the OWNER.
- f. **Refer for specific information to the Project Manual and Construction Plans prepared by RTI Consultants Inc. which are incorporated in this Scope of Services and marked as Attachments 1 and 2.**

(end of scope of services)

APPENDIX I
TO
AGREEMENT FOR ROOFING SERVICES

CONSTRUCTION GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Whenever used in these Construction General Conditions (hereinafter "General Conditions") or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

"Agreement" shall mean the written agreement between the COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

"Bid or Proposal" shall mean the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bonds" shall mean bid, performance, statutory, and maintenance bonds and other forms of security.

"Change Order" or "Addendum" shall mean a document signed by CONTRACTOR and COUNTY and authorizes an addition, deletion or revision in the Work and/or Authorized Project, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

"Contract Price" shall mean the moneys payable by the COUNTY to the CONTRACTOR under the Contract Documents as stated in the Agreement.

"Contract Time" shall mean the number of days or the date stated in the Contract Documents for the Completion of the Project.

"Contractor" shall mean the person, firm or corporation with whom the COUNTY has entered into the Agreement.

"County" or "Owner" shall mean the public body or authority with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

"Defective" shall mean an adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

"Laws and Regulations; Laws or Regulations" shall mean laws, rules, regulations, ordinances, codes and/or orders.

"Notice of Award" shall mean the written notice by the COUNTY to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the COUNTY will sign and deliver the Agreement.

"Notice to Proceed" shall mean a written notice given by the COUNTY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.

"Project" or "Authorized Project" shall mean the total construction or installation of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents. Whenever the term *construction* is used in the Contract Documents, it shall include in its reference the term *installation*.

"Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, installation, and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" shall mean an individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site(s).

"Supplementary Conditions" shall mean the part of the Contract Documents which amends or supplements these General Conditions.

"Supplier" shall mean a manufacturer, fabricator, supplier, distributor, materialman or vendor.

"Work" shall mean the entire completed construction or installation or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction or installation, all as required by the Contract Documents.

"Written Amendment" shall mean a written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. The COUNTY shall furnish to the CONTRACTOR up to eight (8) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.2 Commencement of Contract Time. The Contract Time for any project or service will commence to run on the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

2.3 Starting the Project. The CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.4 Before Starting Construction. Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements, if any. The CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the COUNTY before proceeding with any Work affected thereby; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.5 Substantial and Final Completion. The OWNER and CONTRACTOR shall agree to reasonable dates for Substantial Completion and Final Completion of the AUTHORIZED PROJECT. CONTRACTOR shall make all reasonable efforts to meet the agreed upon dates. Substantial Completion shall be considered achieved when all roofing work and accessory work (e.g. safety railing, ladders) are complete, other than punch list items. Final Completion shall be considered achieved when all punch list items are completed.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING

3.1 Complementary. The Contract Documents comprise the entire Agreement between the COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary, that is, what is called for by one is as binding as if called for by all. The Contract Documents will be governed by, construed, and enforced in accordance with the laws of the State of Kansas. Venue for any and all actions arising hereunder shall be the District Court, Olathe, Johnson County, Kansas.

3.2 Intent. It is the intent of the Contract Documents to describe a functionally complete Project (or part hereof) to be constructed in accordance with the Contract Documents. Any Work materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the COUNTY or CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by (1) a formal written Amendment or (2) a Change Order.

ARTICLE 4 - AVAILABILITY OF LANDS

4.1 Availability of Lands. The COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights of way, and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Bonds. The CONTRACTOR shall provide the necessary bonds required by and in accordance with the Contract Documents. For authorized roofing projects in the amount of \$100,000.00 or greater, the CONTRACTOR shall provide Performance and Statutory Bonds on forms supplied by the COUNTY in an amount equal to one hundred percent (100%) of the authorized project.

5.2 Insurance. The CONTRACTOR shall be required to maintain and carry in force for the duration of the contract, the insurance coverage of the types and minimum liability limits set forth in **Appendix 3 of this document**

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision. The CONTRACTOR shall supervise and direct the Work competently and efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction, but the CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction that is required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 Labor. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work, and perform construction as required by the Contract Documents. The CONTRACTOR shall maintain at all times good discipline and order at the sites. Except in connection with the safety or protection of persons or the Work or property at the sites or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the sites shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the COUNTY'S written consent.

6.3 Equipment and Materials. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliance, fuel, power light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities necessary for the furnishing, performance, testing, start up, and completion of the Work.

6.4 Quality of Materials and Equipment. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contact Documents.

6.5 Subcontractors. Any and all Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor that specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COUNTY. The CONTRACTOR shall be fully responsible to the COUNTY for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the CONTRACTOR just as the CONTRACTOR is responsible for the CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the COUNTY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the COUNTY to pay or see to the payment of any moneys due any such Subcontractor, supplier, or other person or organization except as may otherwise be required by Laws and Regulations. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization against whom the COUNTY may have reasonable objection. The CONTRACTOR shall furnish to the COUNTY the name, for acceptance by the COUNTY, of any Subcontractor, Supplier or other person or organization the CONTRACTOR proposes to utilize in the performance of the Work prior to entering into agreement with such Subcontractor, Supplier or other person or organization.

6.6 Patent Fees and Royalties. The CONTRACTOR shall be responsible for and pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The CONTRACTOR shall indemnify, protect, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, damages, losses, and expenses arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Permits, Laws and Regulations. The CONTRACTOR shall be responsible for obtaining and paying for all construction permits and licenses. The COUNTY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR

shall be responsible for giving all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

6.8 Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials, and equipment and the operations of workers to the Project site identified in the Contract Documents and other lands and areas permitted by Laws and Regulations, rights of way, permits and easements and shall not unreasonably encumber the site with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such lands or areas contiguous thereto, resulting from the performance of the Work.

6.9 Clean-Up. During the progress of the Work, the CONTRACTOR shall keep the site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, and machinery, and surplus materials and shall leave the sites clean and ready for use by the COUNTY.

6.10 Safety and Protection. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (1) all persons on the site or who may be affected by the Work; (2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and (3) to the extent applicable, other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. The CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Further, the CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

ARTICLE 7 - COUNTY'S RESPONSIBILITIES

7.1 Data. The COUNTY shall furnish any data required of the COUNTY under the Contract Documents to the CONTRACTOR promptly.

7.2 Other Responsibilities. The COUNTY shall perform promptly those other duties and responsibilities as may be required by the Contract Documents.

ARTICLE 8 – INDEMNIFICATION

8.1 General Indemnity. To the fullest extent permitted by law, the CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY, its officers, employees, and agents from and against any and all liability, loss, claims, demands, suits, costs, fees and

expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the COUNTY, its officers, employees, or agents allegedly or actually arising out of or resulting from the CONTRACTOR'S work, including without limitation any breach of contract or negligent act or omission (i) of the CONTRACTOR; or (ii) of the CONTRACTOR'S subcontractors or suppliers, if any, or (iii) of the agents, employees or servants of the CONTRACTOR or its subcontractors or suppliers, if any.

8.2 Waiver of Immunity. To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employees or servant under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the OWNER, its officers, employees, or agents pursuant to the indemnification provision contained in the Paragraph 8.1 hereinabove.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Changes in the Work. Without invalidating the Agreement and without notice to any surety, the COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work through a Change Order or a Written Amendment. The COUNTY and the CONTRACTOR shall execute appropriate Change Orders or Written Amendments covering (1) changes in the Work which are ordered by the COUNTY, are required because of acceptance of defective Work or correcting defective Work or are agreed to by the parties; and (2) changes in the Contract Price or Contract Time which are agreed to by the parties.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 Change of Contract Price. Except as may otherwise be provided for in Paragraph 12.6 of these General Conditions, the Contract Price may only be changed by a Change Order or by a Written Amendment agreed to by both parties. Any claim, accompanied by supporting data, for an increase or decrease in the Contract Price shall be based on written notice promptly delivered by the party making the claim to the other party. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph and reduced to in writing in the form of a Change Order or Written Amendment executed by both parties.

ARTICLE 11 - CHANGE OF CONTRACT TIME

11.1 Change of Contract Time. The Contract Time may only be changed by a Change Order or by a Written Amendment. Any claim, accompanied by supporting data, for an extension or shortening of the Contract Time shall be based on written notice promptly delivered by the party making the claim to the other party. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with this paragraph and reduced to in writing in the form of a Change Order or Written Amendment executed by both parties. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR. Such delays shall include, but not be limited to, acts or neglect by the COUNTY or others who may be performing additional work at the sites under separate Agreements, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.2 Time is of the Essence. All time limits stated in the Contract Documents are of the essence of the Agreement.

ARTICLE 12 - WARRANTY AND GUARANTEE

12.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to the COUNTY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in these Contract Documents.

12.2 Access to Work. The COUNTY, representatives of the COUNTY, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing, if applicable. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Owner May Stop the Work. If the Work is found to be defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

12.4 Correction or Removal of Defective Work. If required by the COUNTY, the CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed; or, if the Work has been rejected by the COUNTY, remove it from the site(s) and replace it with non-defective Work. The CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal made necessary thereby.

12.5 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so.

12.6 County May Correct Defective Work. If the CONTRACTOR fails within a reasonable time after notice to proceed to correct defective Work or to remove and place rejected Work as required by the COUNTY, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the COUNTY may, after seven (7) days' written notice to the CONTRACTOR, correct and remedy any such deficiency expeditiously. All direct, indirect, and consequential costs of the COUNTY in exercising such rights and remedies will be charged against the CONTRACTOR, and the CONTRACTOR shall be liable to the COUNTY for all such costs incurred by the COUNTY. The CONTRACTOR'S liability to the COUNTY under this paragraph for such costs shall not be dependent or conditioned upon the issuance of a Change Order or Written Amendment under Paragraph 10.2 of these General Conditions.

ARTICLE 13 - TERMINATION

13.1 Termination by County. Upon the occurrence of any one or more of the following events: (1) if the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code or takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law relating to bankruptcy or insolvency; (2) if a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any federal or state law relating to bankruptcy or insolvency; (3) if the CONTRACTOR makes a general assignment for the benefit of creditors; (4) if a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of the CONTRACTOR'S property is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR'S creditors; (5) if it is found that the CONTRACTOR is unable to pay its debts generally as they become due; (6) if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents; (7) if the CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction; or (8) if the CONTRACTOR otherwise violated in any substantial way any provisions of the Contract Documents, the COUNTY may, after giving the CONTRACTOR seven (7) days' written notice and to the extent permitted by Laws and Regulations terminate the services of the CONTRACTOR.

13.2 Termination by Contractor. If, through no fault of the CONTRACTOR, the Work is suspended for a period more than sixty (60) days by the COUNTY or under an order of court of other public authority, or the COUNTY fails for forty-five (45) days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven (7) days' written notice to the COUNTY, terminate the Agreement and recover from the COUNTY payment for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE 14 - MISCELLANEOUS

14.1 Kansas Nondiscrimination Law. 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 (1) those whose contracts with the COUNTY cumulatively total Five Thousand Dollars (\$5,000.00) or less during the COUNTY'S fiscal year

or (2) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this Agreement.

14.1.1 The CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, and shall not discriminate against any person in the performance of the Work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, ancestry or political affiliation;

14.1.2 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;

14.1.3 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 Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY; and

14.1.4 If the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the CONTRACTOR shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY.

14.2 Subcontracts. The CONTRACTOR shall include the provisions of Subparagraphs 14.1.1 through 14.1.4, inclusive, in every subcontract and purchase order so that such provisions will be binding upon such subcontractor or vendor.

14.3 Right to Examine and Audit Records. The CONTRACTOR agrees that the COUNTY, 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 of the CONTRACTOR involving transactions related to the Agreement between the COUNTY 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 to comply with the provisions of this clause by including the requirements hereof in a written agreement between the CONTRACTOR and payee. Further, the CONTRACTOR agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the COUNTY any and all such books, documents, papers and records.

END OF GENERAL CONDITIONS

APPENDIX 2
Work Authorization
INTENTIONALLY DELETED

APPENDIX 3

Insurance Requirements

I. **Required Minimum Coverage.** CONTRACTOR shall be required to maintain and carry in force for the duration of the AGREEMENT, insurance coverage underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas with at least an A.M. Best A:VII rating, unless acceptable to and agreed to in writing by OWNER and COUNTY, of the types and minimum limits as set forth below. If CONTRACTOR maintains broader coverage and/or higher limits than the minimum coverage outlined herein, OWNER and COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available proceeds in excess of the specified minimum limits herein, which are applicable to a given loss, shall be available to COUNTY. No representation is made that the minimum insurance requirements of this AGREEMENT are sufficient to cover the obligations of CONTRACTOR under this AGREEMENT.

A. Commercial General Liability

1. Must follow the most current ISO form CG 00 01, or an equivalent occurrence-based form with coverage at least as broad as the ISO form, with no amendments to the definition of an "insured contract" or limitations of "coverage territory";
2. Coverage must include:
 - a. Products/Completed Operations;
 - b. Personal & Advertising Injury;
 - c. Contractual Liability;
 - d. Independent Contractor Liability; and
 - e. Injury or damage caused by, or resulting from, explosion, collapse, and/or underground hazards.
3. Minimum required limits, which shall apply **per project**:
 - a. \$1,000,000 per occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products/completed operations aggregate
4. The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
5. The Board of Directors of the Johnson County Library, its officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
6. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Additional Insured (e.g., CG 20 10 or 20 33, or similar form with coverage at least as broad as the ISO form);
 - b. Additional Insured status with respect to products/completed operations (CG 20 37, CG 20 39, CG 20 40, or similar form with coverage at least as broad as the ISO form);
 - c. Primary and Noncontributory (CG 20 01, or similar form with coverage at least as broad as the ISO form); and
 - a. Waiver of Transfer or Rights of Recovery Against Others to Us (CG 24 04, or equivalent) or similar subrogation waiver

B. Workers' Compensation and Employer's Liability

1. Workers' Compensation coverage with statutory limits

2. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy
3. The policy's other states (3.C.) status must include, "All states other than 3.A states and monopolistic states."
4. Must be endorsed to contain a subrogation waiver in favor of the OWNER and COUNTY for the work performed by CONTRACTOR
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Subrogation waiver endorsement

C. Automobile Liability

1. Must follow the most current ISO form CA 00 01, or an equivalent form with coverage at least as broad as the ISO form, and shall contain, or be endorsed to contain, Additional Insured coverage for OWNER and COUNTY.
2. Minimum required limits:
 - a. \$1,000,000 Combined Single Limit per accident covering all owned, hired, and non-owned autos
3. If CONTRACTOR is transporting any type of hazardous materials under the AGREEMENT, then endorsements CA 99 48 or equivalent and MSC-90 (if the CONTRACTOR is a regulated motor carrier) are required.
4. A copy of the following endorsement(s) must be attached to the certificate of insurance, if applicable and/or necessary:
 - a. Additional Insured
 - b. CA 99 48 or equivalent and MSC-90 (if required due to transport of hazardous materials as noted above)

D. Umbrella Liability

1. \$1,000,000 per occurrence and aggregate
2. Must be provided on a true "following form" or broader basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance required herein.
3. Must also meet the following requirement to include OWNER and COUNTY as Additional Insured and be primary and non-contributory.
4. To be provided over the Commercial General Liability, Automobile Liability and Employers' Liability insurance policies.

II. Requirement to Provide Certificate of Insurance Evidencing Minimum Required Coverage; Notice of Changes. A certificate or certificates of insurance (COI) evidencing the minimum required coverage outlined herein must be filed with the COUNTY prior to commencement of the Work or Project.

- A. Under "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES," the following must be included:
 1. a brief description of the service, work, or project, RFP/IFB/Contract number; and
 2. "The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees are Additional Insureds under the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis."

3. The Additional Insured requirement does not create a partnership or joint venture between the Board of County Commissioners of Johnson County, KS and CONTRACTOR under this AGREEMENT.

- B. The Certificate Holder on each and every COI provided shall read as follows:

Board of County Commissioners of Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Board of Directors of the Johnson County Library
c/o County Librarian
9875 W 87th Street

Overland Park, KS 66212

- C. Evidence of continuing coverage for the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by any of them shall be made available, within five (5) days, upon request. Maintenance of required insurance coverage is a material element of this AGREEMENT, and failure to maintain, renew, or provide evidence of renewal of the same shall constitute a material breach of this AGREEMENT. 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 AGREEMENT.

III. Primary and Non-Contributory. For any claims related to this AGREEMENT, the CONTRACTOR's insurance coverage shall be primary and noncontributory. The CONTRACTOR understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas, and its officers, commissions, agencies, and employees shall apply in excess of and not be contributory with any insurance or self-insurance maintained by CONTRACTOR.

IV. Waiver of Subrogation. CONTRACTOR agrees to waive subrogation that any insurer may acquire from CONTRACTOR by virtue of the payment of any loss(es) relating to this AGREEMENT. CONTRACTOR agrees to obtain any endorsement to this effect as required by these provisions and agrees that even in the absence of such endorsement, CONTRACTOR's intent is to provide a broad waiver of subrogation against OWNER and COUNTY for any loss(es) relating to this AGREEMENT.

V. Self-Insured Retentions. Self-insured retentions (SIRs) must be declared to and approved by COUNTY. The CGL and any policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$250,000 unless approved in writing by COUNTY. COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within SIR. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named Insured. *Rather, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.* OWNER and COUNTY may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Any and all

deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the indemnified Additional Insured parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.

- VI. **Claims-made Policies.** In the event CONTRACTOR procures insurance coverage that is written on a claims-made basis, CONTRACTOR shall at all times, including without limitation, after the expiration or termination of this AGREEMENT for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of CONTRACTOR occurring in whole or in part during the term of this AGREEMENT (hereinafter "Continuing Coverage"). CONTRACTOR may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this AGREEMENT, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by CONTRACTOR during the term of this AGREEMENT, or such other method acceptable to COUNTY. CONTRACTOR shall maintain the full limit of any required coverage as stated above for the duration of the statute of repose.
- VII. **Subcontractors and Sub-Subcontractors.** CONTRACTOR shall either ensure that all subcontractors and sub-contractors are covered under CONTRACTOR's insurance or require all subcontractors and/or sub-subcontractors maintain insurance meeting all the requirements stated herein. If the latter, CONTRACTOR shall ensure that the commercial general liability additional insured requirement of CONTRACTOR as noted herein is met by any subcontractors and/or sub-subcontractors through the inclusion of endorsement CG 20 38, or an equivalent no less broad, providing coverage for "upstream" parties, such as COUNTY, with no direct contractual relationship with the insured.
- VIII. **No Duty to Verify Satisfaction of Minimum Insurance Requirements.** COUNTY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand or verify evidence of full compliance with the insurance requirements set forth in this AGREEMENT or failure to identify any insurance deficiency shall not relieve CONTRACTOR from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this AGREEMENT.
- IX. **Special Risks or Circumstances.** OWNER and COUNTY reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- X. **Commencement of Work.** CONTRACTOR shall not commence work under this AGREEMENT until CONTRACTOR has obtained all required insurance and provided evidence of the same to OWNER and COUNTY.

APPENDIX 4
Performance and Statutory Bonds
(*Bond Forms Attached*)

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, as Surety, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____, and authorized to do business in the State of Kansas, are held and firmly bound unto the Board of County Commissioners of Johnson County, Kansas, as Obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has, on the _____ day of _____, 20____, executed a written Agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the project as designated, defined and described in the Agreement and the Conditions thereof, and in accordance with the Specifications and Plans and other Contract Documents for the project on file with the Obligee; said Agreement, Conditions, Specifications, Plans and other Contract Documents therefor incorporated herein and being made a part of this Performance Bond by reference, whether or not attached to the Agreement (all hereafter called "Contract").

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the Contract, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the Contract, the Surety shall remedy the default by promptly (a) completing the Contract in accordance with its terms and conditions, or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications, Plans and other Contract Documents accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications, Plans and other Contract Documents. Further, the Surety stipulates and agrees

that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Agreement as approved by the Obligee.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium. Further, this bond is given and received under authority of all statutes and regulations in effect for the locale of the project, the provisions of which are hereby incorporated into this Performance Bond and made a part hereof.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal

By _____ (SEAL)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Kansas Agent

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

BOND NO. _____

STATUTORY BOND
TO THE
STATE OF KANSAS

KNOW ALL MEN BY THESE PRESENTS, that we,

hereinafter called the Principal, as Principal, and
with general offices in the City of _____, a corporation duly
organized and existing under the laws of the State of _____ and authorized to
do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly
bound unto the STATE OF KANSAS in the penal sum of _____ Dollars
(\$_____) lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas,
the Principal has on the _____ day of _____, 20____, entered into a written
agreement with the Board of County Commissioners of Johnson County, Kansas, hereinafter
called the Owner, for furnishing all tools, equipment, materials and supplies and performing all
labor and incidentals thereto necessary in connection with and for the project as designated,
defined and described in the Agreement and the Conditions thereof, and in accordance with the
Specifications and Plans and other Contract Documents for the project on file with the Owner.

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the
Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies,
used or consumed in connection with or in or about the installation or construction of or in
making such public improvements, then this obligation shall become null and void; otherwise, it
shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the
Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or
supplies, used or consumed in connection with or in or about the construction of or in making
such public improvements, then the Surety shall pay the same in any amount not exceeding the
amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms and conditions of the said agreement for the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation on
this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms and conditions of the said agreement or to the specifications. The Surety
stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased
by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public
improvements as hereinabove stated, or said person's assigns or successors, may bring action on
this bond for the recovery of said indebtedness; provided, that no action shall be brought on this
bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

Principal

By _____ (Seal)

(Official Title)

Surety Company

By _____
(Attorney-In-Fact)

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

Filed with the Clerk of the District Court of Johnson County, Kansas, this _____ day of _____, 20____.

Clerk of the District Court

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

TIPS PART 2 SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (“TIPS”)

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

TIPS RCSP 250104 Trades, Labor, and Materials JOC (PART 2)

I. NOTICE TO PROPOSERS.

Contact Information:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

Part 2 Notice: This solicitation document applies to Part 2 of this opportunity only. All terms, conditions, information, and notices are applicable to Part 2. If you have questions about whether to respond to Part 1, Part 2, or both Parts 1 & 2, please carefully review the attachment entitled “TIPS Informational – Do I Respond to Part 1, Part 2, or Both?”

TIPS Solicitation:

TIPS RCSP 250104 Trades, Labor, and Materials JOC

This solicitation document is a Request for Competitive Sealed Proposals as permitted in Texas Government Code § 2269. Regardless of potential informal or erroneous references to other solicitation terms such as: “solicitation”, “bid”, “request for competitive sealed proposal”, “RFP”, etc., this solicitation is the method of procurement identified at this location. This solicitation is for the sale of installation or construction projects considered a “public work” and whether a sale is classified as a “public work” is within the sole discretion of the purchasing TIPS Member entity based on the scope of work and applicable law.

Proposal Deadline:

All proposals shall be received electronically, or otherwise sealed, by: February 21, 2025 AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, (“TIPS Members”) to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. For the purpose of enhanced accessibility, potential cost savings, increased flexibility and choice, and to ensure adequate coverage of requirements for Region 8 Education Service Center and TIPS Members, multiple awards are anticipated.

TIPS Administration Fee:

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:

Depending on different entities’ and jurisdictions’ laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:

Substantive questions will be received until February 7, 2025, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line “TIPS 250104 Trades, Labor, and Materials (Part 2) – Vendor Question”. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or “Question & Answer” document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before January 20, 2025, by emailing bids@tips-usa.com with the subject line “TIPS 250104 Trades, Labor, and Materials (Part 2) – Pre-Bid Meeting Request”.

Anticipated Schedule of Solicitation Events:

These anticipated dates are subject to change at TIPS’ discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	January 6, 2025	8:00 A.M. Local Time
Proposal Deadline	February 21, 2025	3:00 P.M. Local Time
Proposal Opening	February 21, 2025	3:00 P.M. Local Time
Proposal Review Begins	February 21, 2025	3:01 P.M. Local Time
Proposals Award	April 24, 2025	8:30 A.M. Local Time
Award Notifications	April 24, 2025	12:00 P.M. Local Time

Estimated Contract Value:

The estimated value for the life of the contract for all awarded vendors combined is \$190,987,424.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members’ future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System (“TIPS”) is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act¹, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members’ law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a’s, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity’s email servers to ensure that you do not miss vital messages: “@tips-usa.com”, @tipsconstruction.com”, and “ionwave.net”
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor’s proposal response by answering the required “Attribute” questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct “Response Attachments” location all required Attachments for Part 2.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments for Part 2, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS’ standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor’s file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor’s requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

¹ See Texas Government Code, Chapter 791.

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.

Vendor must respond carefully and accurately to all “Attributes” within the IonWave eBid System.

2. Completion of Attachments & Required Uploads.

Optional Additional Xactimate Pricing Form (Part 2)

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Optional Additional Xactimate Pricing Form (Part 2).

Part 2 Required Bonding Capacity Letter

If Proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety as described herein. Please see the attachment entitled “Instructions and Sample – Part 2 Required Bonding Capacity Letter” for complete instructions. On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury’s Listing of Approved Sureties (Department Circular 570).

Vendor Agreement (Part 2)

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement (Part 2). If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement Signature Form (Part 2). If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Letters

Vendor is required to upload three Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer.

Required Confidentiality Claim Form

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Certificates & Licenses (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Supplemental Vendor Information (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the “Response Attachments” section requesting “Vendor Logo (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Trades, Labor, and Materials

Nothing herein is seeking services that are considered architectural and engineering services. This is a solicitation for “public works” construction projects.

Specifications.

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply installation and construction to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to: construction, installation, renovation, improvement, and repair projects amounting to a “public work.” Proposals should include all listings of

installation and construction projects that Vendor seeks to offer under the contract. Do not propose offerings that are not considered: construction, installation, renovation, improvement, and repair projects.

Vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for the TIPS sale. All work shall be performed in accordance with the requirements set forth in any Supplemental Agreement with a TIPS Member Customer.

ENGINEERING AND ARCHITECTURAL SERVICES

It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

V. JOB ORDER CONTRACTING

Texas Government Code § 2269 permits Job Order Contracting as a method of procurement. Job Order Contracting is a solicitation method utilized to obtain competitive, fixed-price, multi-year construction contracts based on established or published unit prices via a unit price book or a price list with a coefficient applied to those unit prices. TIPS utilizes the RS Means Unit Price Book for this purpose. This solicitation is for the sale of installation or construction projects considered a “public work” and whether a sale is classified as a “public work” is within the sole discretion of the purchasing TIPS Member entity based on the scope of work and applicable law.

Job Order Contracting Definitions:

City Cost Index: Is a pricing index published by the Unit Price Book (UPB) allowing the comparison of the national average cost of construction to the cost of the same project in a specific location.

Coefficient: Is the Vendor’s coefficient multiplier that is applied to the UPB. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

Job Order: Is a line item estimate taken from a job order proposal using the coefficient and UPB which upon agreement to by the TIPS member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

Job Order Contracting (JOC): Is a variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include, under State of Texas law, minor construction, repair, renovation, alterations, and maintenance projects. It is based upon the Vendor’s coefficient multiplier that is applied to UPB. When the line items are agreed upon, it becomes a lump sum firm fixed price contract for that negotiated scope of services.

Job Order Proposal: Is Vendor’s line-item proposal to the TIPS Member for a specific TIPS project. It will contain a line-item estimate for the project pursuant to the RS Means Price Book and Vendor’s applicable coefficients.

Non Pre-priced Items: Items that cannot be found or reasonably compared to listed line items in the applicable UPB. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

VI. VENDOR PART 2 PRICING SUBMISSION

Required RS Means Price Book Pricing:

Texas Government Code § 2269 permits Job Order Contracting as a method of procurement. Job Order Contracting is a solicitation method utilized to obtain competitive, fixed-price, multi-year construction contracts based on established or published unit prices via a unit price book or a price list with a coefficient applied to those unit prices. TIPS utilizes the RS Means Unit Price Book for this purpose. The RS Means Unit Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information. TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

It is urgent that Vendor understands the coefficients and percentage proposed and can price TIPS sales within those limitation for the duration of Vendor's Contract. In response to the corresponding attribute questions, Vendor must propose: (1) Vendor's Regular Hours RS Means Coefficient; (2) Vendor's After-Hours RS Means Coefficient, and; (3) Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book.

Vendor must correctly and timely respond to the attribute questions within the IonWave eBid System seeking Vendor's RS Means Coefficients and Non Pre-Priced Percentage or Vendor will be disqualified.

Vendor must carefully read the TIPS RS Means JOC Pricing Explanation and Rubric attachment. The TIPS RS Means JOC Pricing Explanation and Rubric attachment may be found under the "Attachments" tab in the IonWave eBid System. It is provided to assist Vendors in responding the required pricing attribute questions seeking Vendor's required RS Means Coefficients and Non Pre-Priced Percentage. Do not submit pricing questions until you have thoroughly reviewed this explanation and rubric. Do not upload the form as it is informational only.

Vendor's Regular Hours RS Means Coefficient;

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Vendor's After-Hours RS Means Coefficient, and;

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book.

If Vendor sells items which cannot be found in the RS Means Price Book, this will be the Percentage Markup at which Vendor agrees to sell those Non Pre-Priced items. This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor \$100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for \$130.00 or less in this example.

Optional Additional Xactimate Pricing Form:

This pricing method is optional and CANNOT be used instead of the required RS Means Pricing. The RS Means Pricing described above is required but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged. If desired, the Optional Additional Xactimate Pricing Form may be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Optional Additional Xactimate Pricing Form.

Additional Pricing Terms

- 1. TIPS Pricing and Line Item Estimate Pricing Requirements.** If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimate to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval.
- 2. Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and

proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

3. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
4. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.
5. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed coefficients/percentage markups, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas).
6. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VII. PART 2 PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031 and Texas Government Code §2269. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

1. **Purchase Price: (28) Points.** Vendor must correctly and timely respond to the attribute questions within the IonWave eBid System seeking Vendor's RS Means Coefficients and Non Pre-Priced Percentage or Vendor will be disqualified. Vendor shall submit, pursuant to the instructions included herein: (1) Vendor's Regular Hours RS Means Coefficient; (2) Vendor's After-Hours RS Means Coefficient, and; (3) Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book, which make up Vendor's "TIPS Pricing". Points will be assigned exactly as displayed in the TIPS RS Means JOC Pricing Explanation and Rubric attachment which Vendor is required to review.

If the Optional Additional Xactimate Pricing Form is included in the attachments for this solicitation and Vendor properly completes and uploads it, the Xactimate score will be averaged with the score assigned for RS Means through this formula: $[RS\ Means\ Score] + [Xactimate\ Score] / 2 = [Final\ Total\ Pricing\ Score]$ to arrive at Vendor's final pricing score.

2. **Experience: (27) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 5-10 points depending on their bonding capacity proposed. If Vendor has <2 years' experience and bonding is less than \$100,000.00, Vendor will receive 5 points or less. If Vendor has <2 years' experience and bonding is more than \$100,000.00, Vendor will receive 6-10 points. 2-3 years will receive 15 points, 4-5 years will receive 20 points, and > 5 years will receive 27 points.
3. **Reputation of Vendor and Vendor's Offerings: (25) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, reference inquiry response from provided references, and any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
4. **Vendor's Financial Capability: (18) Points.** Points will be assigned based on Vendor's bonding capacity letter, to be submitted as instructed herein. Aggregate bonding capacity greater than \$2,000,000.00 will receive maximum points. Bonding capacity less than \$25,000.00 will receive no points. All other amounts will be scaled accordingly: \$25,000 – 5 points; \$100,000 – 10 points; \$250,000 – 12 points; \$500,000 – 14 points; \$750,000 – 15 points; \$1,000,000 – 16 points; \$1,250,000 – 16.5 points; \$1,500,000 – 17 points; \$1,750,000 – 17.5 points; \$2,000,000 – 18 points.
5. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate

subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, “Subcontracting and Affirmative Steps for Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.” A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.

6. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VIII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS’ standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional three consecutive one-year terms. The three consecutive one-year renewals shall renew automatically annually, unless either Party notifies the other of its objection to a renewal. TIPS reserves the right to object to and refuse any or all of the three consecutive one-year renewals.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the “Term Calculation Start Date.”

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that “Award Notifications” are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial “two-year” term, (which is subject to an extension(s)) will be May 31, 2025 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the first one-year renewal and the Contract Expiration Date is May 31, 2025, then the one-year renewal is effective from May 31, 2025, to May 31, 2026.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.
8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tips0@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.
12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from

the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.
14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.