

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, Nov 7, 2022

7:00 p.m.

MEETING #5229

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Father Wesley Shawe

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

City Oath – Fire Department

Miss Kansas

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 19, 2022.
2. Appropriation Ordinance No.20, November 7, 2022.
3. Cereal Malt Beverage License:
 - a. Casey Store, 2201 N. 14th Avenue.
 - b. Casey Store, 700 W Wyatt Earp Blvd.
 - c. Farmers Market, 1800 Central Avenue.
4. Approval of Change Order #4 for the 6th Avenue & Iron Road Improvement Project.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-40: A Resolution Authorizing the Pledging of Property Owned by the City of Dodge City in the Original Town of the City of Dodge City, Kansas, as Collateral for Loan to Boot Hill Museum Incorporated. Report by Finance Director, Nicole May.

Resolution No. 2022-41: A Resolution Authorizing Payment of 2022 Year End Retention Stipend to Qualified Employees. Report by Ernestor De La Rosa, Assistant City Manager/Legislative Affairs.

Resolution No. 2022-42: A Resolution of the Governing Body of the City of Dodge City, Kansas Adopting a Title VI Policy. Report by Ernestor De La Rosa, Assistant City Manager/Legislative Affairs.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of GMP (Guaranteed Maximum Price) for the Expansion of the South Wastewater Treatment Plant along with the Construction of 3 Offsite Lift Stations. Report by Ray Slattery, Director of Engineering
2. Approval of a Contract to Conduct a Pavement Condition Survey. Report by Tanner Rutschman, City Engineer.
3. Approval of Public Transportation Local Match Grant Letters. Report by Ernestor DeLaRosa, Assistant City Manager/Legislative Affairs.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 17, 2022

7:00 p.m.

MEETING #5228

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CALL TO ORDER

ROLL CALL Mayor Kent Smoll reported absent, Vice Mayor Michael Burns, Commissioners Rick Sowers, Chuck Taylor, Joseph Nuci present.

INVOCATION by Rev. Jerre Nolte of First Methodist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Vice Mayor Michael Burns opened the public hearing on considering the establishment of a Rural Housing Incentive District and Adoption of the Plan (Iron Flats I). Mollea Wainscott spoke on the Rural Housing Incentive District and Adoption of the Plan.

There were no public comments. Vice Mayor closed the public hearing.

APPROVAL OF AGENDA

Vice Mayor Burns made a motion to add a proclamation to the agenda. Commissioner Joseph Nuci made a motion to approve the agenda as amended. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

Vice Mayor Michael Burns read the Extra Mile Proclamation and proclaimed November 1, 2022 as Extra Mile Day and urged each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Vice Mayor Michael Burns read the World Polio Day and encouraged all citizens to participate in this observance. Ryan Ausmus, president of the Dodge City Rotary Club spoke and stated the rotary international has been involved with polio eradication since 1988 and are bringing more awareness to the public. Spoke about where meetings were held and what services they are involved in. If you are interested in joining the group (rotary club) you can contact Ryan Ausmus.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Bob Wetmore, Executive Co-Director of Great Plains Development spoke about the programs and services that they provide and gave updates. Great Plains serve 28 counties in southwest Kansas and also 59 other regions that they administrate for the different programs. They are our Economic Development District for EDA to help promote our communities and apply for their grants.

Corey Keller, Public Works recognized Samuel Valdivia, street supervisor for training his employees and always being safe and encouraging employees to wear their proper safety equipment that is needed on the job.. Daniel Cecil, Parks & Facilities Director recognized Bradley Wolfe and Robert Shultz for always wearing their safety equipment and checking equipment to make sure they are safe and running properly. They also are always encouraging other employees to do the same.

Nick Hernandez, City Manager stated city employees can be recognized and receive the spotlight certificate. Ryan Reid, Director of Administration and Safety Officer created the Safety Spotlight honoring and provide incentive for city employees who make a difference on safety, their commitment to safe working make a more productive work environment, spotlight is intended to put some positive attention toward those employees who make each department healthier and safer to get the job done. This award is giving out twice a year. They also receive a certificate and a gift certificate.

Corey Keller, Public Works Director spoke and stated this proclamation was in recognition of National Make a Difference Day which is Saturday, October 22. The Recycling Advisory Board along with the City of Dodge City staff would like to recognize several groups that participate in Keep Dodge City Beautiful, Adopt-a-Highway program. Groups are A Light of a World Church, which clean up North 14th, Cathedral of Our Lady of Guadalupe Church, which clean up on North Highway 50, Apostolic Church of Christ, East Trail, 16th Judicial Services, Avenue P to Comanche, Women's Chamber, Matt Down Road, and the Recycling Advisory Board, North Avenue A, City of Dodge City Employees, East Wyatt Earp Blvd, Alternative Education, South 2nd Avenue, Dodge City Community College International Club, East Highway 50, Dodge City Community College Phi Theta Kappa Club, West Comanche, Boot Hill Casino & Resort, 14th Avenue and United Wireless, from McArtor Rd to Highway 56. Wanted to thank everyone for taking time out to help with the cleanups, also wanted to thank Arrowhead West for their shredding program.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 3, 2022.
2. Appropriation Ordinance No.19, October 19, 2022.
3. Cereal Malt Beverage License:
 - a. El Rey de Copas, 112 W. Wyatt Earp Blvd.
4. Approval of Change Order #1 for Comanche Street Waterline Replacement.
5. Approval of Convention and Visitors Bureau Advisory Board Vacant Position.

Commissioner Joseph Nuci moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-39: A Resolution of the governing body of the City of Dodge City, Kansas giving notice of a public hearing on the advisability of creating a Community Improvement District was approved on a motion by Commissioner Chuck Taylor. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Joseph Nuci moved to approve required local share and engineering and inspections in the amount of \$1,221,050 for the Kansas Department of Transportation (KDOT) Transportation Alternative (TA) Funding Awards. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
2. Commissioner Rick Sowers moved to approve the agreement with The Retail Coach, LLC for retail market analysis and recruitment services for an amount not to exceed \$45,000. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 7, 2022
Subject: Change Order #4, 6th Ave. & Iron Rd. Improvements, ST 2005
Agenda Item: Consent Calendar

Purpose: Finalize the 6th Ave. & Iron Rd. Improvement Project.

Recommendation: Approve Change Order #4 for the 6th Ave. & Iron Rd. Improvement Project for an increase in the amount of \$13,181.25.

Background: At the March 15, 2021 Commission Meeting, the Commission awarded the construction of the 6th Ave. & Iron Rd. Improvements to Building Solutions. The project is all but complete. During the installation of the waterline the drive to the Abundant Life Family Church's Youth Center was damaged. This Change Order represents to items and cost to replace a portion of the drive. The Church had the remaining portion of the drive replaced while Building Solutions was on site. The City and Building Solutions partnered to get this repair completed.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Change Order #4 is for an increase of \$13,181.25. Funding will be from the Candletree #6 RHID.

Amount \$: \$13,181.25

Fund: 453 Dept: 3030 Expense Code: 430-42-04

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: By approving the Change Order from Building Solutions, LLC, Inc., the contract dollar amount will be amended.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Attachments: Change Order #4

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: November 3, 2022

Subject: Resolution 2022-40

Agenda Item: Ordinances and Resolutions

Purpose: Boot Hill Museum has applied for mortgage with Landmark National Bank to help fund the renovations of the Great Western Hotel. The City owns the property that the museum is located on and is willing to allow the property to be pledged.

Recommendation: City staff recommends approving Resolution 2022-40 authorizing the pledging of property owned by the City of Dodge City as collateral for a loan to Boot Hill Museum.

Background: Boot Hill Museum is currently in the process of renovating the Great Western Hotel to allow for an updated kitchen and a larger area for the Variety Show and other events. The Museum has applied for a mortgage with Landmark National Bank in the amount of \$600,000 to help with funding these renovations. Due to the City owning the property, the City must consent to the property being pledged as collateral.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Amount \$: None

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: All legal considerations are satisfied with the Resolution.

Mission/Values: We value progress and business growth for the community's future.

Attachments: Resolution 2022-40.

Approved for the Agenda by:

RESOLUTION NO. 2022-40___

A RESOLUTION AUTHORIZING THE PLEDGING OF PROPERTY OWNED BY THE CITY OF DODGE CITY IN THE ORIGINAL TOWN OF THE CITY OF DODGE CITY, KANSAS, AS COLLATERAL FOR LOAN TO BOOT HILL MUSEUM INCORPORATED.

WHEREAS: the City of Dodge City is the title owner of the following described real estate located in Ford County, Kansas, to-wit:

North Half (N/2) of Lots Forty-eight (48), Forty-nine (49) and Fifty (50), Chestnut Street and that portion of vacated Walnut Street adjoining said property in the City of Dodge City, Ford County, Kansas according to the recorded Plat thereof.

WHEREAS: the City has determined that said premises are not being used for City or municipal purposes and are presently a part of the Boot Hill Complex owned and operated by Boot Hill Museum, Incorporated; and,

WHEREAS: the City is willing to allow the above real property to be pledged as collateral for a commercial loan to Boot Hill Museum Incorporated for the purpose of improving and expanding the Boot Hill Complex; and,

WHEREAS: the City is willing to approve the mortgaging of the above-described real property by Boot Hill Museum, Incorporated for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE- GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

That the City of Dodge City, Kansas, does hereby approve and consent to the mortgaging of the above described real property to Landmark National Bank as collateral for a loan to Boot Hill Museum, Inc. in the principal amount of Six Hundred Thousand Dollars (\$600,000.00), and that the Mayor and Clerk be authorized and directed to execute all documents necessary to evidence the City's approval of said mortgage.

ADOPTED by the Governing Body of the City of Dodge City, Kansas, on this 7th day of November, 2022.

E. Kent Smoll, Mayor

Attest:

Connie Marquez, City Clerk



Memorandum

To: City Commission & City Manager, Nick Hernandez
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: 11/07/2022
Subject: Resolution 2022-41
Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of Resolution 2022-41.

Background: Each non-probationary full-time employee with over one (1) year of service will receive a stipend of \$50.00 per calendar years worked for the City, a benefit adopted in 1998. Each non-probationary regular part-time employee with over one (1) year of service will receive a stipend of \$25.00 per calendar years worked for the City. A cap of \$1,000 after 20 years of service has been established.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount: \$86,889.29

Fund: This is a budgeted item and funds are available.

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: To provide employees an annual reward benefit for their continued efforts in striving to achieve high performance and service standards set by us and expected by the community.

Attachments: Resolution 2022-41

Approved for the Agenda by: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs.

RESOLUTION NO. 2022-41

**A RESOLUTION AUTHORIZING PAYMENT OF 2022 YEAR END RETENTION
STIPEND TO QUALIFIED EMPLOYEES**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

WHEREAS: Taking into consideration the City's financial standing, the Governing Body desires to recognize the dedication and commitment of City employees by a discretionary year end retention stipend, under the guidelines established by Resolution 98-41.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THE 7TH DAY OF NOVEMBER 2022.

Kent Smoll, Mayor

Attest:

Connie Marquez, City Clerk



Memorandum

To: City Commission & City Manager, Nick Hernandez
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: 11/07/2022
Subject: Resolution 2022-42
Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution 2022-42 for Title VI policy for the City of Dodge City for repealing and replacing all other resolutions and policies in conflict.

Background: As a requirement from the Kansas Department of Transportation (KDOT) involving all City programs and activities, staff has reviewed the existing Title VI policy which prohibits discrimination on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The intent of this policy is to repeal and replace any existing policies and renew the existing, comprehensive plan for the City in all departments.

This policy is required for the City to remain in good standing with KDOT, State and Federal Government. It provides a complaint procedure and process for anyone who believes they have been subject to discrimination.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Failure to maintain an appropriate Title VI policy would potentially disqualify the City from receiving Federal funds for programs such as Public Transportation, Federally Highway funds and other funding programs.

Legal Considerations: This policy does not expose the City to any additional liability. It details plan for how discrimination issues will be addressed. The City Attorney has reviewed and approved the resolution and other all other attachments.

Mission/Values: This policy is consistent with the City's core value of making Dodge City the best place to be.

Attachments:

- Resolution 2022-42
- Nondiscrimination Agreement
- Organizational Chart
- Title VI Complaint Procedures
- Title VI Coordinator Responsibilities
- Title VI Complaint Form
- Public Participation Plan
- Limited English Proficiency Plan
- Title VI Policy Notice

Approved for the Agenda by: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs.

RESOLUTION 2022-42
A RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS ADOPTING A
TITLE VI POLICY

WHEREAS, Title VI of the Civil Rights Act of 1964 [42 U.S.C. §2000d et seq.], states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

WHEREAS, the intent of Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121) is to reduce language barriers and improve access to programs receiving Federal financial assistance, especially by persons who are limited in their English proficiency; and,

WHEREAS, the City of Dodge City, Kansas (“City”) is a recipient of Federal financial assistance through the Public Transportation Program and other City programs, and is therefore obligated to have policies in place to adhere to Title VI and Executive Order 13166; and,

WHEREAS, a broad cross section of community members has begun using public transportation services, driving dramatic increases in ridership numbers; and,

WHEREAS, our community residents include people from more than twenty (20) nations, with recent immigrants sometimes needing access to interpreters and translated documents; and,

WHEREAS, the City departments Administration and Human Resources, as well as the Kansas Department of Transportation, have reviewed and approved the attached documents; and,

WHEREAS, these Title VI, Limited English Proficiency and Public Participation plans are consistent with the intent and actions already followed by the City of Dodge City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING
BODY OF THE CITY OF DODGE CITY, KANSAS:

- 1) The City hereby adopts a compliance policy and procedure governing complaints associated with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.
- 2) Related Documents - Policy documents shall be kept and updated from time to time as needed by the Title VI Coordinator and will include:
 - a. Title VI Complaint Procedures
 - b. Title VI Policy Notice
 - c. Limited English Proficiency (LEP) Plan
 - d. Title VI Coordinator Responsibilities
- 3) The Human Resource Director for the City will serve as the Title VI Coordinator as called for in said policy documents.

- 4) A Public Transportation Advisory Committee is hereby established and shall be a subcommittee of the Parks and Recreation Advisory Committee.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas on November 7, 2022.

Kent Smoll, Mayor

ATTEST:

Connie Marquez, City Clerk

Nondiscrimination Agreement
Population Under 100,000

Kansas Department of Transportation
And Recipient Policy Statement

The City of Dodge City, hereinafter referred to as the “Recipient”, assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs and activities” to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

Signature

Title

Date

Title VI Program Organization and Staffing

Pursuant to 23 CFR 200, the City of Dodge City has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for the City of Dodge City's Title VI Program, including an organizational chart illustrating the level and placement of Title VI responsibilities.

Assurances 49 CFR Part 21.7

The City of Dodge City hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - a. List all major programs and activities of the recipient and Title VI responsibilities for each of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Kansas Department of Transportation (KDOT) under the federally-funded program is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation

and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of the Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over and under property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient.
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Recipient shall:

1. Issue a policy statement, signed by the head of the Recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by KDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the Recipient shall be held responsible for implementing Title VI requirements.

3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the Recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The civil rights coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date of the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to KDOT's Office of Civil Rights Compliance (OCRC) within 10 days of the date the complaint was received by the Recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Recipient.
7. Conduct Title VI reviews of the Recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by KDOT Office of Civil Rights Compliance.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a. The date of alleged act of discrimination; or
 - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as KDOT or USDOT.
5. The Recipient will advise KDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to KDOT:
 - a. Name, address, and phone number of the complainant.
 - b. Name(s) and address(es) of alleged discriminating official(s).
 - c. Basis of complaint (i.e., race, color, national origin, or sex)
 - d. Date of alleged discriminatory act(s).
 - e. Date of complaint received by the recipient.
 - f. A statement of the complaint.

Sanctions

In the event the Recipient fails or refuses to comply with the terms of this agreement, KDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part.
2. Refrain from extending any further assistance to the Recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**KANSAS DEPARTMENT
OF TRANSPORTATION:**

Signature

Civil Rights Administrator

Title

Date

Name of Recipient:

Signature

Title

Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor

may request KDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Kansas will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation KDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d – 4) does hereby remise, release, quitclaim, and convey unto the state of Kansas all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Kansas, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Kansas, its successors, and assigns.

The state of Kansas, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Kansas, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

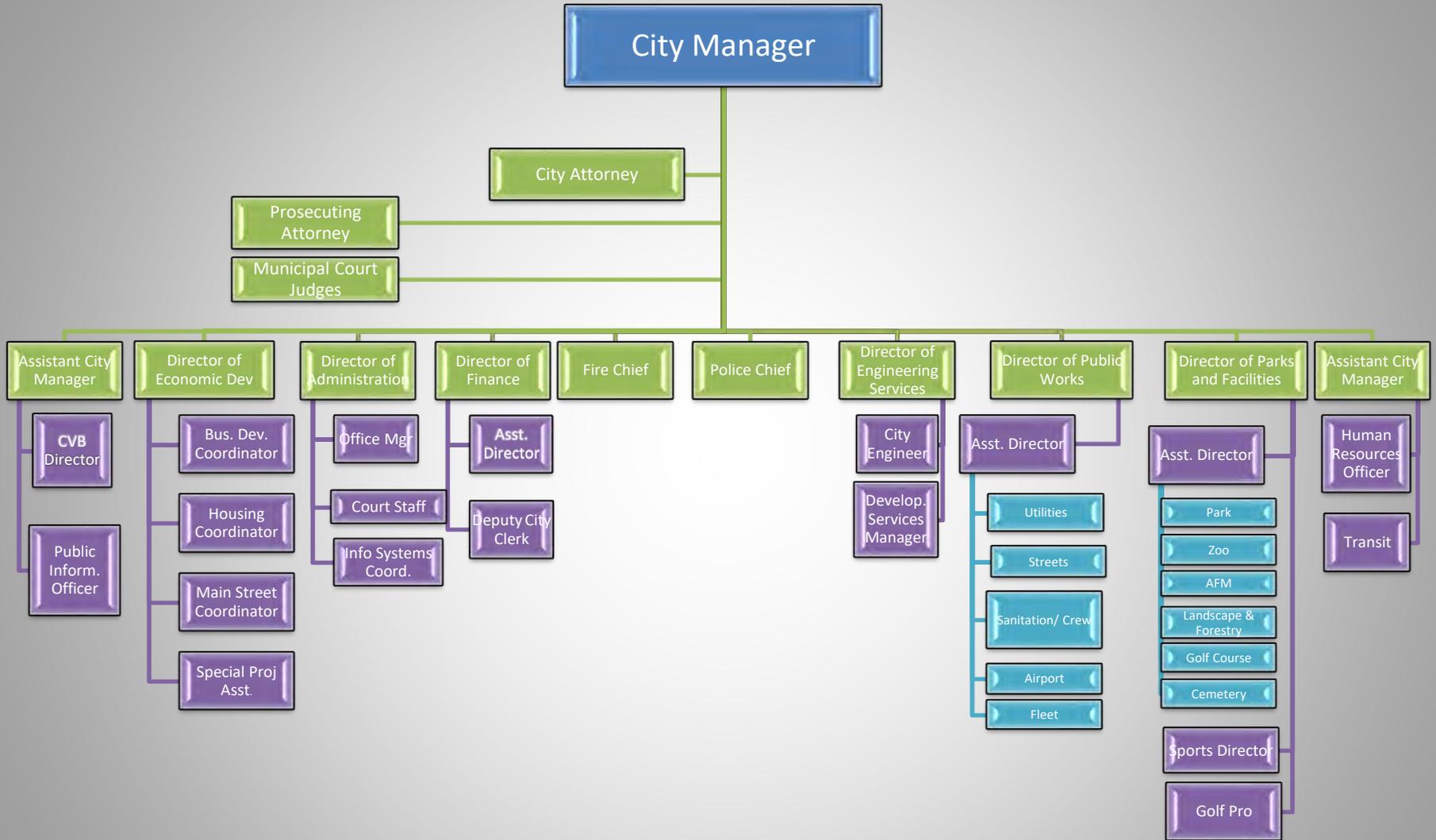
That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Kansas Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

City of Dodge City Administration Organizational Chart 2022



TITLE VI Complaint Procedures For Dodge City Public Transportation Program

Title VI Complaint Procedure: The following pertains only to the Title VI complaints regarding the services of Dodge City's Public Transportation Program.

Title VI of the Civil Rights Act of 1964 {42 U.S.C. S2000d et seq.}, states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Dodge City Public Transportation Program has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702. 1B, dated October 1, 2012. If you believe that the Dodge City Public Transportation Program has violated your civil rights on the basis of race, color, or national origin, you may file a written complaint by the following the procedure outlined below.

1. Submission of Title VI Complaint

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color or national origin has been excluded from or denied the benefits of or subjected to discrimination caused by the Dodge City Public Transportation Program, may file a written complaint with the Supervisor the Public Transportation Program. A sample complaint form is available for download at www.dodgecity.org/PublicTransportation and is available in hard copy at the offices of Dodge City Public Transportation. Upon request, Dodge City Public Transportation will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

***Note:** Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the supervisor of the Public Transportation Program at 620-225-8119, or by email title.vi.complaint@dodgecity.org, or visit our administrative office at 806 N. Second Avenue, Dodge City, KS 67801.*

Complaints may be emailed to title.vi.complaint@dodgecity.org, or may be mailed to or Submitted by hand to:

Title VI Coordinator
City of Dodge City
806 N. Second Avenue
P.O. Box 880
Dodge City, KS 67801

2. Referral to Review Officer

Upon receipt of the complaint, the Supervisor of the Public Transportation Program shall Appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the Supervisor of the Public Transportation Program shall notify the Complainant of the estimated timeframe for completing the review. Upon completion of the review the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the Dodge City Public Transportation program's processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the Supervisor of the Public Transportation Program for

concurrence. If the Supervisor concurs, he or she shall issue the Dodge City Public Transportation program's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, or corrective measures where appropriate.

Note: Upon receipt of complaint, Dodge City Public Transportation Program shall forward a copy of this complaint and the resulting written response to the appropriate KDOT and FTA Region 7 Contacts.

3. Request for Reconsideration

If the Complainant disagrees with the Supervisor of the Public Transportation Program's response, he or she may request reconsideration by submitting the request, in writing, to the Supervisor within 10 calendar days after receipt of the Supervisor's response. The request for consideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Supervisor. The Supervisor will notify the Complainant of his or her decision in writing either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Supervisor agrees to reconsider, the matter shall be returned to the staff review officer(s) to reevaluate in accordance with Section 2 above.

4. Appeal

If the request for reconsideration is denied, the Complainant may appeal the supervisor's response by submitting a written appeal to the City Manager of Dodge City, no later than 10 calendar days after receipt of the Supervisor's written decision rejecting reconsideration. The City Manager will make a determination to either request reevaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

5. Submission of Complaint to the State of Kansas Department of Transportation

If the Complainant is dissatisfied with the Dodge City Public Transportation Program's resolution of the complaint, he or she may also submit a written complaint to the State of Kansas Department of Transportation (KDOT) for further investigation. The submission of complaint must be received by KDOT within 180 days after the alleged date of discrimination, or 10 calendar days after receipt of the written decision rejecting reconsideration or appeal, whichever is later. Complaints submitted to KDOT should be mailed to:

KDOT Office of Civil Rights Compliance
Eisenhower State Office Building
700 Southwest Harrison
3rd Floor West
Topeka, KS 66603

The Complainant may also file a complaint directly with the Federal Transit Administration, at:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

City of Dodge City
Title VI Coordinator Responsibilities

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of federally funded programs, as well as affected citizens and impacted communities.
3. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid contracts administered through the City.
5. Review City program directives in coordination with Title VI liaisons for special emphasis program areas (e.g. Public Transportation). Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants, for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

Title VI, Complaint Form/Título VI, Formulario de Queja

Section I/Sección I:				
Name: <i>Nombre:</i>				
Address: <i>Dirección:</i>				
Telephone (Home): <i>Teléfono (de casa):</i>		Telephone (Work): <i>Teléfono (del trabajo):</i>		
Email Address: <i>Correo Electrónico:</i>				
Accessible Format Requirements? <i>¿Requisitos de Formato Accesible?</i>	Large Print <i>Letra Grande</i>		Audio Tape <i>Cinta de Audio</i>	
	TDD		Other (specify) <i>Otro (a) (especifique)</i>	
Section II/Sección II:				
Are you filing this complaint on your own behalf? <i>¿Está preparando esta queja en su propio nombre?</i>			Yes*/Si	No
*If you answered "yes" to this question, go to Section III. <i>*Si contestó "Si" a esta pregunta, vaya a la sección III.</i>				
If not, please supply the name and relationship of the person for whom you are complaining: <i>Si no, por favor proporcione el nombre y la relación de la persona por la cual usted se está quejando:</i>				
Please explain why you have filed for a third party: <i>Por favor, explique por qué usted está presentando la queja por alguien más:</i>				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. <i>Por favor confirme que ha obtenido permiso de la persona ofendida, si va a presentar en nombre de él/ella.</i>			Yes/Si	No
Section III/Sección III:				
I believe the discrimination I experienced was based on (check all that apply): <i>Creo que, la discriminación que recibí fue basado en (marque todas las que apliquen):</i>				
<input type="checkbox"/> Race/Raza <input type="checkbox"/> Color <input type="checkbox"/> National Origin/Nacionalidad				
Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____ <i>Fecha de la supuerta discriminación (Mes, Día, Año): _____ Hora: _____</i>				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.				
<i>Explique lo más claramente posible lo que paso y porqué usted cree que fue discriminado(a). Describa todas las personas que estuvieron involucradas. Incluya el nombre e información de contacto de la(s) persona(s) que lo(a) discrimino y nombres e información de contacto de los testigos. Si necesita más espacio, adjunte páginas adicionales.</i>				

Dodge City Public Transportation Program Public Participation Plan (PPP)

1. Brief description of **Provider's activities and services**

Dodge City Public Transportation serves Dodge City and Ford County, Kansas. Currently, D-Tran Fixed Route bus service consists of three bus routes and 55 designated stops located throughout Dodge City. Busses arrive at each stop every hour on the hour from 6:00 am to 6:00 pm, Monday through Friday. Para-Tran is a door-to-door paratransit service available for persons who, because of a disability, are unable to use the D-Tran Fixed Route Bus Service. The Para-Tran service area is within $\frac{3}{4}$ mile of D-Tran routes. R-Tran is for Regional Demand Response service outside the $\frac{3}{4}$ mile Para-Tran zone, and up to 2 miles beyond the city limits.

2. Brief description of activities that would warrant public participation (i.e. fare changes, changes to service hours, route adjustments, service area changes).

This change will warrant public participation as we have added a Fixed Bus Route Service to our Public Transportation program and could expect some changes which are listed below:

- Adjustments of routes
- Determining location of bus stop
- Changes in Fares or Discounts
- Hours of operation
- Determine eligibility for parallel Paratransit/Demand Response service for persons Unable to use Fixed Route buses.

3. Brief description of the proactive public participation strategies to be used.

Public Participation will be enabled through the following processes:

- Creation of a Public Transportation Advisory Committee-

Purpose- This committee is intended to provide a structured and regular mechanism for gathering input from and reporting out to the various population groups that make up our community and our ridership. The committee might be given responsibility for approving such things as program policies and strategic plans, and might also be given responsibility for making recommendations to the governing bodies which must approve budgets and service changes.

Frequency and Time of Meetings- This Advisory Committee will meet no less than twice annually but more often as major changes or issues are being considered and implemented. The meetings will be held in a time, place, and manner which most benefit the members of the committee (e.g. meetings might be held in evening hours to be inclusive of those who cannot attend because of daytime work and school schedules: child care might be provided so that parents of young children might be able to attend).

Membership- on this committee will be intentionally structured to include representation of each major population group or group with particularly important perspectives. For example, the Advisory Committee should have representatives from groups such as:

- Persons aged 65 and older
- Persons with Disabilities
- Hispanics- as this group makes up the majority of our population, multiple members might represent diversity within this population group (e.g. business owners, elderly Hispanics, Non-English speaking persons parents and their children, recently immigrated workers)

- Caucasian and other population groups should be represented similarly to what is described above for Hispanics
- Students (which might include Community College, High School, or Middle School)
- Major employers (e.g. Cargill, National Beef, Western Plains Regional Hospital)
- Recent Immigrant Groups (e.g. persons from Somalia)

- Neighborhood-based Public Meetings

Purpose- When establishing bus stops or making substantive changes in our services, community input should be gathered from those most directly influenced by the decisions, at the point at which they are most likely to attend and offer input.

Time, Frequency and Methodology- These meetings will be held on an as-needed basis and will be open to the public. They will be held in locations where neighborhood or population groups normally gather, and at a time most convenient to the group whose input is sought. Where appropriate, simultaneous translation will be provided to be inclusive of non-English speakers. We will also utilize visuals such as GIS maps to more effectively convey information and gather hands-on input (e.g. about bus stop locations).

- Use of Social Media and Online Participation Methods

Purpose Because participation preferences are changing among some population groups, we will consider disseminating information and gathering input through such mechanisms as Facebook, Twitter, and Online Participation methods. This could include posting relevant information on agency website and including methods for submitting public comments.

- Employ Public-Friendly Methods for Engaging Groups

- Employ visual techniques when possible to depict the **agency's activities/materials to the public(i.e. charts, graphs, photo interpretation, maps, use of GIS, artist's renderings, physical models)**
- Utilize a variety of advertising platforms (i.e. newspaper, notices on public transportation vehicle, faith-group or neighborhood newsletters or meetings, social media, website, local radio and cable television)

4. Brief description of Outreach methods to engage minority and Limited English Proficiency (LEP) individuals (i.e. translation of public meeting materials, providing translation services if requested, targeted media messages in low income neighborhoods of service area, work with existing neighborhood and advocacy organizations).

Spanish speakers who speak English "less than very well" make up 23% of Dodge City's population and meet the Threshold for LEP.

- All Public Transportation Program materials will be made available in Spanish as well as English, including all Title VI materials and everything on our website.
- Public Meetings held in English will also have a Spanish speaking co-facilitator who can translate should this be necessary
- Public Meetings will be held in Spanish at a different time and location so that the large number of Spanish speakers in our community can easily participate. An English speaking co-facilitator will be present who can translate should this be necessary.
- Participation in **Cargill's Monthly employee Engagement meetings which include representatives of the various population and language groups** will provide us access to representatives of many of the 23 nationalities employed at Cargill, and will alert us to new population groups coming into the community of which we might not be aware. For example, previous waves of new employees were coming from Guatemala and El Salvador. The most recent new employees recruited to work at Cargill are largely from Somalia and Sudan.
- We will seek to identify, and gain the trust of, at least one person in each of the different "communities" within our very diverse and multinational population. We will seek the aid of that person in setting up a

meeting in which this group can receive information from the Public Transportation Program, and can also provide effective input to the Program. It is expected that this contact can help in translating between English and the preferred language or dialect of the particular community. This method will allow us to better serve and understand the needs of LEP populations whose numbers do not rise to the threshold requiring translation of all documents into their preferred language or dialect.

- We will seek input and collaboration from organizations which come into frequent contact with LEP persons in our community. Examples of such organizations are:
 - Multicultural Committee of the Chamber of Commerce which has contacts among Hispanic and other business leaders.
 - Mexican-American Ministries and Catholic Social service come into frequent contact with LEP individuals through the various services and programs they provide.
 - Faith Based Organizations whose membership speaks a language other than English
 - **Dodge City's Cultural Affairs Advisory Board has the mission of promoting understanding and communication throughout Dodge City's diverse population.**
- When we requested we provide assistance in Spanish by utilizing our Spanish speaking staff, including some Drivers and Dispatchers. When persons seeking assistance in languages other than Spanish, we will utilize the online and telephone interpreter and translation services of Language Line Solutions at www.language.com.

5. Brief description of the desired outcomes of the agency's public participation efforts.

Desired outcomes of the agency's public participation efforts:

- The Public Transportation Program will have an improved understanding of the transportation needs and preferences of each stakeholder group
- Direct feedback regarding the quality and effectiveness of the Public Transportation services being provided will give us the necessary information to improve the quality and effectiveness of our program
- High quality and timely feedback from the public will help the Public Transportation Program achieve more effective and efficient services.
- Enhanced awareness throughout the community of the services provided by the Public Transportation Program will help overcome objections and misunderstandings, increase utilization of our services, and build community-wide support for the program.
- Greater acceptance of changes (e.g. placement of bus stops in neighborhoods) because the public has been consulted and helped shape the changes.
- A well informed public effectively engaged with development of the Public Transportation Program will become advocates for the program with public officials as they consider annual budgets and program changes.
- Effectively engaging targeted population groups will help assure the Public Transportation Program is providing full and open access to all.

6. Brief summary of recent outreach efforts over the past three years.

Breakthrough Team (200-2012) - With help from KDOT and their consultants, a Breakthrough Team was brought together from 2010-2012 to create breakthroughs in expanding Public Transportation programs in Dodge City and Ford County. The Breakthrough Team included representation from the following groups.

- City of Dodge City
- Cargill, Western plains Medical Center, National Beef (major employers)
- Ford County Government
- Ford County Council on Aging
- Dodge City Community College
- Dodge City/Ford County Economic Development Corporation
- Dodge City Medical Center

- Dodge City Parks & Recreation
- Boot Hill Casino and Convention Center

Public Meetings (2011-Present) – As Public Transportation Program service changes were being considered, a variety of public meetings were held to gather input from all stakeholder group throughout the community.

Locations of those meetings included:

- North High Rise (affordable housing location)
- South High Rise (affordable housing location)
- Dodge City Public Library (community meeting room)
- Other Housing Complexes
- Community Center gatherings and gatherings at Senior Center (e.g. monthly Potluck Dinners held at community centers and morning coffee groups at Senior Centers) throughout Ford County as well as in adjacent Gray, Clark and Edwards counties, including:
 - Ford County towns – Dodge City, Wright, Spearville, Ford, Bucklin, Bloom, Kingsdown
 - Clark County towns - Minneola, Ashland
 - Edwards County towns - Kinsley
 - Gray County towns – Cimarron, Copeland, Ingalls, Ensign, Montezuma

Stakeholder Groups participating included:

- Various Age Groups – Senior Citizens, Youth, Working Age
- Persons with Disabilities
- Faith Communities
- Community Service Volunteers
- Social Service Agencies
- Employers
- Elected Officials
- Entertainment Venues
- Educational Institutions
- Participants in English as a Second Language Programs
- Housing Communities
- Public Transportation Users
- Various Population Groups – Hispanics, African Americans, Caucasians, non- English speakers, Recent Immigrants

Fixed Route Survey (2013) – In an effort to gather data regarding the potential implementation of a Fixed Route Bus Service in Dodge City and immediate surrounding area, we conducted a written survey in which we gathered nearly 1,000 surveys from a broad spectrum of the community. Survey was available in English and Spanish.

Stakeholder Groups participating included:

- Population (age 60+)
- Middle School Students and Staff
- High School Students and Staff
- Community College Students and Staff
- Adult Learning Center Students and Staff
- Alternative High School Students and Staff
- Current Users of Dodge City Public Transportation services
- Persons with Disabilities
- Participants in English Language Learner programs

- Working Age Population
- Volunteers(including those who volunteer to provide rides to persons in need of transportation)
- Affordable Housing Communities
- Persons gathering at Friendship Feast (local soup kitchen offering free lunch each weekday)
- Various Population Groups – Hispanics, African Americans, Caucasians, non-English speakers, Recent Immigrants

Local Newspaper Articles and Advertisements - Approximately 10 newspaper articles in three Ford County newspapers have covered various dimensions of the Public Transportation Program. Display Ads are placed weekly in the Dodge City Daily Globe newspaper, and less often in the Spearville News and the Bucklin Banner weekly newspapers.

Radio Interviews - 30 minute radio interviews with the Mobility Manager have been conducted on two separate occasions in the Community News program at local radio station KGNO 1370. These were done to spread awareness of the Dodge City Public Transportation Program, and to disseminate information about upcoming changes.

Limited English Proficiency (LEP) Plan Dodge City Public Transportation

The intent of Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (65FR 50121) is to reduce language barriers and improve access to programs receiving federal funds, especially by persons who are limited in their English proficiency. As a federally funded program, the Dodge City Public Transportation Program will identify barriers to LEP individuals and implement a language assistance plan which will reduce language barriers and enhance access to our services by persons with Limited English Proficiency.

Four Factors Analysis for Dodge City and Ford County

1. Number and Proportion of LEP individuals who can utilize the service provided by Dodge City Public Transportation.

Table 1 shows the Limited English Proficiency (LEP) Population Groups residing in Ford County. The 6,565 **Spanish speakers who speak English “less than very well” represent 21%** of the Ford County population and meets the criteria for providing written translations of all materials. There are an additional 349 people who speak nine **different languages and English “less than very well”, but as each is a small number none of those fit the criteria** requiring written translations of materials. We do, however, encounter these persons as we provide Public Transportation services, and our LEP Plan is developed with them in mind as well as the many Spanish speakers.

2. Identify the frequency in which LEP individuals come into contact with our Public Transportation Program.

Spanish speakers with limited English proficiency make up 21% of the Ford County population. Hispanics (both those who speak English very well and less than very well) made up approximately 40% of our ridership. We know from experience that many have limited English proficiency.

While no other population or language group meets the LEP threshold for mandatory translation of all materials, we do encounter many individuals with limited English proficiency. Two large beef processing plants employ about 6,000 workers, and recruit internationally to fill these positions. Many new immigrants with limited English proficiency come to our community for these jobs, and many choose to ride our buses.

3. Identify the importance of our Public Transportation service to the LEP community.

As new immigrants to the United States, and new job holders in our community, many LEP individuals have neither **driver’s licenses nor cars. They are very public transit dependent. As time passes**, many of these individuals acquire cars or at least a network of friends with whom they can carpool. Even then they may be transit dependent because a family (2 adults plus children) might have just one car. In such cases, either one adult might need public transportation to get to work, or the other adult and children might need public transportation for shopping and medical appointments. Both data and anecdotal evidence tells us that public transportation is very important to the LEP community.

4. Identify resources available for assisting LEP individuals and the respective costs of these resources.

Resources for Spanish Speakers: Spanish is the most common language spoken by our LEP population and meets the Title VI threshold requiring that translations be available in Spanish. Therefore, we have developed a number of different resources.

- Translations: All essential documents are available in English and Spanish, including:
 - Passenger Policies and Guidelines
 - All notices posted on buses
 - Title VI Notice, Complaint Form and Complaint Procedures

Cost: For documents containing complex language requiring high level Spanish – English proficiency, we utilize the services of a professional translator who charges 11 cents per word plus \$25 per hour of translation work. For brief, simple notices posted on buses, we utilize bilingual staff at City Hall. While there is a cost (staff time), the Public Transportation Program is not billed for this work.

- Bilingual Staff: Three of our full-time drivers is bilingual in English and Spanish. When communication difficulties arise, other drivers use cell phones to get the assistance from the bilingual driver. When **recruiting new drivers our job advertisement notes that 'bilingual skills are strongly preferred but not required'.** We contract with Finney County Transit to provide Dispatch services, so they encounter each of the LEP clients when reservations are taken. FIT has one dispatcher who is bilingual and utilize various other resources for understanding LEP clients.

Cost: Bilingual staff members in Dodge City are paid up to 7% over base salary because of this important skill. There is also a cost in terms of the time these staff members spend dealing with communication difficulties encountered by staff members who do not have bilingual skills. Finney County Transit bills us (and KDOT) for all the extra time it takes to work with LEP clients due to communication difficulties. However, there is no way to know what portion of the cost is related to communication with LEP clients.

- "Basic Spanish for Transit Employees": To provide an additional resource for our drivers we will provide **each driver, and place in each bus a copy of small book "Basic Spanish for Transit Employees".** We will train drivers utilizing the accompanying training DVD. Finney County Transit provides this resource for Dispatches.

Cost: each book costs \$4.50 and training video costs \$7.

Resources for Speakers of other Languages: because we have 349 persons who speak nine different languages (neither English nor Spanish) we have identified a resource we can utilize to assist when working with these clients.

- Pay as You Go Personal Interpreter Service: An additional resource we can utilize for simultaneous telephone translation in any language is the Pay- as-You-Go Interpreter Service provided by Language Line (www.language.com). When an LEP client calls our office (or Dispatch), this service can be utilized by calling their number and asking for a specific language interpreter. The interpreter joins in a 3 way telephone conversation and provides simultaneous translation between the caller and our staff. This resource can be especially valuable with LEP clients who speak a language other than Spanish, because we have no staff members who speak languages such as Arabic, Somali, or Laotian. It is possible to have documents translated if needed.

Cost: \$3.95 per minute which KDOT has determined can be charged to the 5311 grants as an operating cost.

Limited English Proficiency Plan

Identified LEP Individuals **Table 1 contains information about Ford County's LEP populations.** Spanish is the only language group which meets the threshold to require written translations of all documents.

Language Assistance Measures In order to meet the needs of all LEP populations we will take the following steps.

For LEP Spanish Speakers: We will take the following actions:

- Translate all documents into Spanish, utilizing City Hall staff when possible and hiring professional translators when necessary. This includes:
 - Passenger Policies and Guidelines

- All notices posted on buses
- Title VI Notice, Complaint Form, and Complaint Procedures
- Use Google Translate to enable our website to be translated and presented in Spanish.
- Make every effort to recruit and hire bilingual staff who speak Spanish
- **Provide each driver, and place in each bus a copy of “Basic Spanish for Transit Employees” and utilize the training video in training all drivers.**
- Work with Finney County Transit to assure that Dispatchers can work effectively with LEP Spanish Speakers.
- Utilize Pay-As-You-Go Personal Interpreter and Translation Service (www.language.com) when necessary.

For LEP Speakers of Other Languages:

- Use Google Translate to enable LEP individuals to translate our Website information into their native language.
- Utilize Pay-As-You-Go Personal Interpreter and Translation Service (www.language.com)
- **Utilize “I Speak” cards (see attached) to help identify the language being spoken by our LEP client,** recognizing that our only resource for helping them will be the Pay-as-You-Go Personal Interpreter service. Many times they will bring another member of their language community who speaks English well and who can help interpret for us.

Training Staff – Identify how agency staff will be trained in utilizing language assistance measures.

- **Our Drivers will be trained in using the “Basic Spanish for Transit Employees” by utilizing the training video** which accompanies the resource.
- Our Administrative Staff will be trained in how to utilize the Pay-As-You-Go Interpreter service.
- We will collaborate with Finney County Transit to assure that Dispatch staff has the skills needed to meet the communication challenges with all LEP language groups.

Providing Notice - Identify how Dodge City Public Transportation will provide notice of the LEP plan and the Title VI procedures.

- LEP Plan will be posted on Dodge City Public Transportation website.
- LEP Plan will be provided to any person or agency requesting a copy.
- The person to contact in regards to the LEP plan is Brenda Cecil-Martinez, Public Transportation Supervisor, and can be reached at 620-225-8119 or brendam@dodgecity.org
- **On our website we will post “If a Complaint Procedures posted on this website”**

Monitoring and Updating LEP Plan - Dodge City Public Transportation Program will take the following actions to monitor and update the LEP Plan:

- At a minimum, our agency will update the LEP Plan every three years as required by the Title VI update schedule.
- We will examine the LEP Plan annually as new drivers are being hired and trained in order to assure we are carrying out the plan to the fullest extent.
- If large number of LEP individuals present us with new challenges (e.g. a new language is introduced into the community), we will examine the LEP Plan to determine if any changes might be necessary, or any resources might be utilized which we had not known about previously.

Notifying the Public of Rights Under Title VI **City of Dodge City, Kansas**

- The City of Dodge City, Kansas, operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Dodge City.
- For more information on Dodge City's civil rights program, and the procedures to file a complaint, contact the Human Resource Department at 620-225-8100 or email title.vi.complaint@dodgecity.org; or visit our administrative office at 806 N. Second Avenue, Dodge City, Kansas 67801. For more information, visit www.dodgecity.org/TitleVI
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
 - If information is needed in another language, contact 620-225-8160.
 - Si se necesita información en otro idioma, comuníquese con 620-225-8160.

Notificación al Público de los Derechos Bajo el Título VI **Cuidad de Dodge City, Kansas**

- La Ciudad de Dodge City, Kansas, opera sus programas y servicios, sin distinción de raza, color u nacionalidad, de acuerdo al Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con la Ciudad de Dodge City.
- Para obtener más información sobre el programa de derechos civiles de la Ciudad de Dodge City y los procedimientos para presentar una queja, comuníquese con el Departamento de Recursos Humanos al 620-225-8100 o por correo electrónico: title.vi.complaint@dodgecity.org; o visite nuestra oficina administrativa en 806 N. Second Avenue, Dodge City, Kansas 67801. Para obtener más información, visite: www.dodgecity.org/TitleVI
- Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito (Federal Transit Administration) mediante la presentación de una denuncia ante la Oficina de Derechos Civiles (Office of Civil Rights), atención: Title VI Program Coordinator, East Building, 5th Floor TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- Si necesita información en otro idioma, comuníquese al 620-225-8160.
- If information is needed in another language, contact 620-225-8160.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 7, 2022
Subject: Approve GMP for the Expansion of the S. WWTP from UCI
Agenda Item: New Business

Purpose: Approval GMP (Guaranteed Maximum Price) for the expansion of the south WWTP along with the construction of 3 offsite lift stations.

Recommendation: Approve the proposed GMP from UCI for the expansion of the South WWTP and 3 Offsite Lift Stations in the amount of \$37,370,500.00 with allowances and alternates.

Background: With Hilmar Cheese development along with additional growth of the city and Industrial users, the existing South WWTP will be beyond its design capacity for treatment. For several months now city staff, PEC and UCI have been working on plans to expand the South WWTP to meet the needs of the Hilmar development and capacity for the growing community. In order to meet the time frame of the Hilmar development, the city decided to use the design build method to get a "jump" on the construction of the facility. The city has used this procedure on the North Reclamation Center and the Warrior Biogas Project. Both of which UCI was the contractor.

By approving the GMP, UCI will be able to start construction of the most time critical pieces of the expansion and/or order long lead items. The onsite Hilmar lift station will be one of the first pieces of construction since it must be operational early in 2024. The expansion work at the south WWTP will be ongoing for the duration of the project. The new intermediate lift station will need to be operation by the third quarter of 2024. There will also be some improvement to the biogas piping to ready the plant for the H2S removal equipment that will be placed pre-Guild Equipment. The new lift station in town that will be used by NBP will be one of the last items to be constructed.

The GMP includes several allowances and alternates for items that have been discussed to be part of the WWTP Expansion.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: The GMP amount is \$37,370,500.00. Funding will come from several sources, City, State Revolving Fund, WIFA, and private industry

Amount \$: \$37,370,500.00

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: City Attorney has already reviewed and approved the GMP contract with UCI.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: GMP and Exhibits from UCI

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, PE, Dir. of Engineering Services

AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER
AND CONSTRUCTION MANAGER

Guaranteed Maximum Price with Fee for Preconstruction Services

TABLE OF ARTICLES

1. AGREEMENT
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12. SUSPENSION, NOTICE TO CURE AND TERMINATION OF THE AGREEMENT
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15. CONTRACT DOCUMENTS

ARTICLE 1.

AGREEMENT

This Agreement ("Agreement" or "Contract") is made this _____ day of _____ in the year 2022, by and between the

OWNER

City of Dodge City
P.O. Box 880
Dodge City, Kansas 67801-0880
(Name and Address)

and the

CONSTRUCTION MANAGER

1930 S. Hoover Road, Suite 100
Wichita, Kansas 67209

for services in connection with the following

PROJECT

Dodge City Wastewater System Expansion Package 3
Dodge City, Kansas

PROJECT DESIGN

An expansion of the current wastewater treatment facility that removes nutrients using biological nutrient.

Notice to the Parties shall be given at the above addresses.

ARTICLE 2.

GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES. The Owner and the Construction Manager agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.1.4 The Owner and the Construction Manager shall perform their obligations with integrity, ensuring at a minimum that:

2.1.4.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.4.2 The Owner and the Construction Manager warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, sub-consultants or others from whom they may be liable, to secure preferential treatment.

2.2 EXTENT OF AGREEMENT. This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and each and every provision thereof is for the exclusive benefit of the Owner and Construction Manager and not for the benefit of any third party, except to the extent expressly provided in the Agreement.

2.3 ENGINEER. The Owner, through its separate contract with an outside Engineer, shall provide all architectural and engineering design services necessary for the completion of the Work. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in Paragraph 3.1.6.

2.3.1 The Owner shall obtain from the Engineer either a license for Construction Manager and Subcontractors to use the design documents prepared by the Engineer or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the construction of the Dodge City Wastewater System Expansion Package 3 in relation to said Project.

2.4 DEFINITIONS

2.4.1 Agreement means this Standard Agreement and General Conditions Between Owner and Construction Manager (Where the Basis of Payment is a Guaranteed Maximum Price with Fee for Preconstruction Services), as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.4.2 Engineer means the licensed Architect, Engineer or Engineer and its consultants, retained by Owner to perform design services for the Project. The Owner's Engineer for the Project is Professional Engineering Consultants, P.A.- Wichita, Kansas (PEC).

2.4.3 A Change Order is a written order signed by the Owner and the Construction Manager after execution of this Agreement, indicating changes in the scope of the Work, the GMP, Date of Substantial Completion

or Date of Final Completion, including substitutions proposed by the Construction Manager and accepted by the Owner.

2.4.4 The Contract Documents consist of this Agreement, the drawings, specifications, exhibits, addenda issued prior to execution of this Agreement, approved submittals, information furnished by the Owner under Paragraph 4.3, other documents listed in this Agreement and any modifications issued after its execution period.

2.4.5 The Construction Manager is the person or entity identified in Article 1 and includes the Construction Manager's Representative.

2.4.6 The term Day shall mean calendar day unless otherwise specifically defined.

2.4.7 Final Completion occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.4.8 A Material Supplier is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.4.9 Others means other contractors, material suppliers, and persons at the Worksite who are not employed by the Construction Manager, or Subcontractors.

2.4.10 The term Overhead shall mean 1) payroll costs and other compensation of Construction Manager employees in the Construction Manager's principal and branch offices; 2) general and administrative expenses of the Construction Manager's principal and branch offices including deductibles paid on any insurance policy, and charges against the Construction Manager for delinquent payments; and, 3) the Construction Manager's capital expenses, including interest on capital used for the Work.

2.4.11 Owner is the person or entity identified in Article 1 and includes the Owner's representative.

2.4.12 The Owner's Program is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.4.13 The Project, as identified in Article 1, is the building, facility or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.4.14 The Schedule of the Work is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.4.15 A Subcontractor is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Engineer or Others.

2.4.16 Substantial Completion of the Work occurs on the date when the Work, or a portion of the Work identified in Exhibit D, is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work.

2.4.17 A Sub-subcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.

2.4.18 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.19 Work means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.4.19.1 Changed Work means work that is different from the original scope of Work; or work that changes the GMP or Date of Substantial Completion or Date of Final Completion.

2.4.19.2 Defective Work is any portion of the Work that is not in conformance with the Contract Documents, as more fully described in Paragraphs 3.5 and 3.6.

2.4.20 Worksite means the location of the Project as identified in Article 1 where the Work is to be performed.

ARTICLE 3. CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Construction Manager shall provide all labor, materials, equipment and services necessary to complete the Work, all of which shall be provided in full accord with, and reasonably inferable from, the Contract Documents as being necessary to produce the indicated results.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless any such error, inconsistency, omission or unsafe practice in the specified construction means, methods, techniques, sequences or procedures was readily apparent and obvious and the Construction Manager failed to timely report to the Owner.

3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, applicable permits and applicable law.

3.1.4 WORKSITE VISIT. The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.1.5 CONSTRUCTION MANAGER'S REPRESENTATIVE. The Construction Manager's Representative is Walter Marcotte. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Construction Manager shall notify the Owner in writing of a change in the designation of the Construction Manager's Representative.

3.1.6 PROFESSIONAL SERVICES. The Construction Manager may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures or as such services are specifically called for by the Contract Documents. The Construction Manager shall obtain these professional services, and any design certifications required, from licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner, and the Engineer, shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. The Construction Manager shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

3.2 PRECONSTRUCTION SERVICES. The Preconstruction Services under this Paragraph 3.2 are included in the Construction Manager's work.

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

3.2.2 SCHEDULE OF THE WORK. When Project requirements have been sufficiently identified, the Construction Manager shall prepare a preliminary Schedule of the Work for the Engineer's review and the Owner's approval. The Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of the Owner, Construction Manager, Engineer, and the requirements of governmental entities. As design proceeds, the Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, the Construction Manager shall notify and make recommendations to the Owner. If the Project is to be completed in phases, the Construction Manager shall make recommendations to the Owner and Engineer regarding the phased issuance of the drawings and specifications.

3.2.3 ESTIMATES. Schematic or preliminary design documents have been completed by the Engineer and approved by the Owner. Accordingly, the Construction Manager has prepared for the review and approval a more detailed budget with supporting data. Additionally, the Engineer has completed 60% drawings as of the date of execution of this Agreement and Construction Manager has based its estimated GMP proposal based on the 60% drawings, which is more specifically described and identified in Exhibit D.

3.2.4 CONSTRUCTION DOCUMENT REVIEW. The Construction Manager shall review the drawings and specifications in an effort to identify readily apparent and obvious constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall advise the Engineer and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Engineer any such errors or omissions in the drawings and specifications which the construction Manager believes are readily apparent and obvious.

3.2.5 TEMPORARY FACILITIES. The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials and services for common use by the Construction Manager, its Subcontractors, Sub-subcontractors and Material Suppliers.

3.2.6 LONG-LEAD ITEMS. The Construction Manager shall recommend to the Owner and Engineer a schedule for procurement of long-lead-time items that will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items to the extent it is able to do so. However, the Owner and Engineer understand and agree that the Construction Manager, while using its best efforts to expedite long-lead-time items, does not control the ultimate delivery date of such items and the parties recognize that current market volatility is beyond Construction Manager's reasonable control. In the event of a delay as a result of failed delivery of long-lead-time items, the Construction Manager's time and cost shall be equitably adjusted via Change Order. Additionally, in the event Construction Manager is required to make payment for long-lead-time items, Construction Manager shall invoice the Owner, and the Owner shall reimburse Construction Manager (in an amount agreed to by the parties) for such invoices upon receipt.

3.2.7 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Engineer a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. The Owner shall promptly reply in writing to the Construction Manager if the Owner or Engineer know of any objection to a subcontractor. The Owner may designate specific persons and/or entities from whom the Construction Manager shall solicit bids.

3.2.8 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.2.9 CONSULTANTS. The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories and special consultants as needed.

3.2.10 PERMITS. The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Construction Manager. The GMP does not include pricing for permits as these costs are borne by the Owner.

3.2.11 PRECONSTRUCTION SERVICES. The Construction Manager shall provide the Preconstruction Services as described in this Agreement for a fee of One-Hundred Fifty Thousand dollars (\$ 150,000.00), which shall be paid upon execution of this Agreement. The fee for Preconstruction Services shall be included as part of the GMP and as described in Exhibit A hereto.

3.3 GUARANTEED MAXIMUM PRICE (GMP)

3.3.1 The Construction Manager has prepared and submitted to the Owner in writing a GMP proposal, which is attached hereto as Exhibit D. The GMP includes the sum of the estimated cost of the Work, which includes the Construction Manager's Fee and also includes allowances and reasonable contingencies. It also includes compensation for Preconstruction Services. The GMP includes a preliminary Schedule of Values as line items including a line item for Contingency. A final Schedule of Values will be submitted to Owner not later than 30 days after the execution of the Agreement. The Construction Manager does not guarantee that the individual line items as scheduled will not be exceeded, only the GMP. Variances in line items for specific Schedule of Values which exceed or are less than any specific line item including the Contingency may be used for variables in other line items so long as the GMP is not exceeded.

3.3.2 BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include: a scoping document as Exhibit "A".

3.3.2.1 A preliminary Schedule of Values and Contingency in form substantially similar to Exhibit D. A final Schedule of Values will be submitted to Owner not later than 30 days after the execution of the Agreement.

3.3.2.2 ;

3.3.2.3 A schedule of applicable alternate prices; See Exhibit "B".

3.3.2.4 A statement of any work to be self-performed by the Construction Manager. See Exhibit "C".

3.3.3 The Construction Manager shall meet with the Owner to review the GMP. In the event that the Owner or Engineer discover any inconsistencies, inaccuracies or omissions in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP. The Owner shall then give prompt written approval of the adjusted GMP.

3.3.4 The Owner shall cause the Engineer to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to the Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by the Owner, Construction Manager and Engineer. Engineer shall deliver revisions to any of the drawings or specifications in a prompt and timely manner so as not to delay the progress of the Work. In the event of such delay, the Schedule of Work and the GMP shall be equitably adjusted via Change Order. The Construction Manager shall promptly notify the Owner and Engineer if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.3.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to the Owner, the Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Document. Engineer shall delivery revisions

any updates to any of the drawings or specifications in a prompt and timely manner so as not to delay the proposed Schedule of Work. In the event of such delay, the Schedule of Work and the GMP shall be equitably adjusted via Change Order.

3.3.6 A Contingency to cover reasonably unanticipated cost will be established within the GMP. The Contingency line item shall be used for increases in items in the Schedule of Values which exceed the original amount set forth in that line item. Any amount remaining in the Contingency at the end of the Project shall be promptly refunded to the Owner in its entirety.

3.3.7 PRE-GMP WORK. Prior to the Owner's acceptance of the GMP proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the GMP, except for long-lead-time items described hereinabove, as provided in this Agreement, or as the Owner may specifically authorize in writing.

3.4 CONSTRUCTION SERVICES AND ADMINISTRATION

3.4.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work the Construction Manager shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to Paragraph 4.3, relevant field measurements made by the Construction Manager and any visible conditions at the Worksite affecting the Work.

3.4.2 If, in the course of the performance of the obligations in Subparagraph 3.4.1, the Construction Manager discovers any errors, omissions or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized, however, that the Construction Manager is not acting in the capacity of a licensed design professional, and that the Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects. Engineer shall deliver revisions to any of the drawings or specifications in a prompt and timely manner so as not to delay the progress of the Work. In the event of such delay, the Schedule of Work and the GMP shall be equitably adjusted via Change Order.

3.4.3 The Construction Manager shall have no liability for errors, omissions or inconsistencies discovered under Subparagraphs 3.4.1 and 3.4.2, unless the Construction Manager fails to report a readily apparent and obvious problem which the Construction Manager had recognized to the Owner.

3.4.4 The Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports described in the three (3) preceding subparagraphs.

3.4.5 COST REPORTING. The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded access to all the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement and provide access to KDHE for audit. The Construction Manager shall preserve all such records for a period of two years after the final payment or longer where required by law.

3.4.5.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates, Schedule of the Work, Schedule of Values, but does not warrant or guarantee them other than to complete Project within GMP as amended by Change Orders.

3.4.6 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.6.1 The Construction Manager shall provide competent supervision for the performance of the Work.

3.4.6.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.4.6.3 The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Construction Manager shall immediately reassign the person on receipt of the Owner's written notice to do so.

3.4.7 SUBMITTALS

3.4.7.1 The Construction Manager shall submit to the Owner and, if directed, to its Engineer for review and the Owner's approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with Subparagraph 4.6.1. The Construction Manager shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Construction Manager shall prepare and deliver its submittals to the Owner in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. When the Construction Manager delivers its submittals to the Owner, the Construction Manager shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Owner shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. In the event that the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Owner for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Owner.

3.4.7.2 The Owner and/or the Engineer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Any delay suffered by Construction Manager shall result in an equitable adjustment to the Schedule of Work and the GMP and shall be paid via Change Order.

3.4.7.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

3.4.7.4 Record copies of the following, incorporating field changes and selections made during construction shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples and shop drawings.

3.4.7.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains all approvals required under the Contract Documents for substitutions. All such substitutions shall be memorialized promptly in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, provide for an adjustment in the Contract Price or Contract Time.

3.4.8 The Construction Manager shall prepare and submit to the Owner (Designate only one)

___1_ final marked-up as-built drawings

in general documenting how the various elements of the Work were actually constructed or installed.

3.4.9 COOPERATION WITH WORK OF OWNER AND OTHERS

3.4.9.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the corresponding provisions of this Agreement.

3.4.9.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Construction Manager, Owner and Others shall adhere to the revised Schedule of the Work until it may subsequently be revised.

3.4.9.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Construction Manager's construction and operations with theirs as required by this Subparagraph 3.4.9.

3.4.9.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this Subparagraph 3.4.9 do not create a responsibility for the work of Others, but are for the purpose of facilitating the Work. If the Construction Manager does not notify the Owner of patent defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.4.9.5 .

3.4.10 CUTTING, FITTING AND PATCHING.

3.4.10.1 The Construction Manager shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.4.10.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.4.11 CLEANING UP.

3.4.11.1 The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work and prior to final payment, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.4.11.2 If the Construction Manager fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Construction Manager in the next payment period.

3.4.11.3 ACCESS TO WORK. The Construction Manager shall facilitate the access of the Owner, its Engineer and Others to Work in progress.

3.4.12 MATERIALS FURNISHED BY THE OWNER OR OTHERS.

3.4.12.1 In the event the Work includes installation of materials or equipment specified or furnished by the Owner, Engineer, or Others, it shall be the responsibility of the Construction Manager and the Owner to jointly examine the items for defects so provided. Any defects discovered by the Construction Manager or Owner shall not be the responsibility of Construction Manager. In the event of such damages, Construction Manager shall be entitled to an equitable adjustment to the schedule and or costs to remedy such damages. Additionally, Construction Manager shall be entitled to reimbursement for any missing or required parts, pieces, or components for installation of such equipment. Otherwise, Construction Manager shall handle, store and install the non-defective items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Construction Manager shall be the responsibility of the Construction Manager and may be deducted from any amounts due or to become due the Construction Manager.

3.4.13 TESTS AND INSPECTIONS.

3.4.13.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in Clause 3.4.13.3, the Owner shall bear all expenses associated with tests, inspections and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.

3.4.13.2 If the Owner or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections or approvals are at the Owner's expense except as provided in Clause 3.4.13.3.

3.4.13.3 If the procedures described in Clauses 3.4.13.1 and 3.4.13.2 indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for costs of testing pursuant to Clause 3.4.13.2, correction and retesting.

3.5 WORKMANSHIP.

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.6 WARRANTY.

3.6.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty pursuant to this Paragraph 3.6 shall commence on the

Date of Substantial Completion, except for Equipment for which warranty commencement date shall be in accordance with the manufacturer's warranty.

3.6.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.6.3 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall then be listed in an attached Addendum to this Agreement. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in Paragraph 3.7. After that period Construction Manager shall assign them to the Owner and provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers.

3.6.4 Any warranties for Equipment purchased by Construction Manager for installation as part of the Work shall be in conformance to the warranty provided by the Equipment manufacturer and seller, and any warranty by Construction Manager under this Agreement for Equipment is limited to the terms and conditions of the Equipment manufacturer/seller's warranty under this Paragraphs 3.6 and 3.7.

3.7 CORRECTION OF WORK WITHIN ONE YEAR.

3.7.1 If prior to Substantial Completion and within one (1) year after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work. If within the one (1) year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work, but will not waive any claims of negligence that may exist.

3.7.2 With respect to any portion of Work first performed after Substantial Completion, the one (1) year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.

3.7.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work in Paragraph 12.2. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Construction Manager. If payments then or there after due Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner.

3.7.4 If after the one (1) year correction period, but before the applicable limitation period, the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction Manager. If the Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Construction Manager shall complete the correction of Work within a mutually agreed time frame. If the Construction Manager does not elect to correct the Work, the Owner may have the Work corrected by itself or Others and charge the Construction Manager for the reasonable cost of the correction. Owner shall provide Construction Manager with an accounting of correction costs it incurs. Notification by Owner to Construction Manager under this section shall not extend or expand Construction Manager's obligations to correct Defective Work.

3.7.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.7.6 The one (1) year period for correction of Defective Work does not constitute a limitation period for any third-party claims, including but not limited to the Construction Manager's negligence and the enforcement of the Construction Manager's other obligations under the Contract Documents.

3.7.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.8 CORRECTION OF COVERED WORK.

3.8.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective or if no reasonable opportunity for inspection was provided to Owner, the Construction Manager shall pay the costs of uncovering and replacement.

3.8.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Construction Manager to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.8.3 The Construction Manager is required to correct in a timely fashion any Work rejected by the Owner which fails to comply with the Contract Documents prior to the commencement of the warranty period(s) or during the correction period(s) established under Paragraph 3.7. The Construction Manager shall correct at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

3.9 SAFETY OF PERSONS AND PROPERTY.

3.9.1 SAFETY PRECAUTIONS AND PROGRAMS. The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. While this Paragraph 3.9 establishes the responsibility for safety between the Owner and Construction Manager, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.9.2 The Construction Manager shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.9.2.1 its employees and other persons at the Worksite;

3.9.2.2 materials and equipment stored at on-site or off-site locations for use in the Work; and

3.9.2.3 property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

3.9.3 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE. The Construction Manager's Worksite Safety Representative shall act as the Construction Manager's authorized safety representative with a duty to prevent accidents in accordance with Subparagraph 3.9.2. The Construction Manager shall report immediately in writing all accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner.

3.9.4 The Construction Manager shall provide the Owner with copies of all notices required of the Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.9.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by negligent acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.

3.9.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require the Construction Manager to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them and deduct their cost from the GMP. The Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on the Construction Manager's compliance with the Owner's reasonable request.

3.10 EMERGENCIES. In an emergency, the Construction Manager shall act in a reasonable manner to prevent personal injury or property damage. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined in a Change Order.

3.11 HAZARDOUS MATERIALS.

3.11.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.11.2 If after the commencement of the Work, Hazardous Material is discovered at the Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall report the condition to the Owner, the Engineer, and, if required, the government agency with jurisdiction.

3.11.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.11.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.11.5 If the Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion. Construction Manager shall not be responsible for testing or remediating the Worksite as a result of any pre-existing condition at the Worksite due to the presence of Hazardous Materials

3.12 MATERIALS BROUGHT TO THE WORKSITE.

3.12.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors and Others.

3.12.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Unless it is found that Construction Manager has not properly handled the Hazardous Material which it was required to bring to the Worksite by the Contract documents and used in its performance of the Work, Construction Manager is not responsible for handling the clean-up of any such Hazardous Material.

3.13 CONCEALED OR UNKNOWN WORKSITE CONDITIONS. If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall give immediate written notice of the condition to the Owner and the Engineer, and, if necessary, stop Work.

Any change in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services as a result of the unknown condition shall be determined as provided in Article 9. The Construction Manager shall provide the Owner with written notice of any claim as a result of unknown conditions within the time period set forth in Paragraph 9.4.

3.14 3.14 PERMITS AND TAXES.

3.14.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to Paragraph 4.4, shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses and renewals required under this Agreement.

3.14.2 Construction Manager shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.14.3 The GMP is based on the project being Tax exempt for materials purchased in the fulfillment of the Contract. The Owner will provide the Construction Manager a Tax Exemption certificate for the Duration of the Project. The GMP shall be adjusted for additional costs resulting from laws, ordinances, rules and regulations enacted after the date of this Agreement, including increased taxes.

3.14.4 If, in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys fees or other expense or cost incurred by the Construction Manager as a result of any such action. Owner represents and directs Construction Manager to claim exemption for taxes for the Project.

3.15 CONFIDENTIALITY. The Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's financial reporting, safety systems and programs, and know-how, discoveries, production methods and the like that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential".

ARTICLE 4.

OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES. Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Work.

4.2 FINANCIAL INFORMATION. Prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work. The Construction Manager shall be notified prior to any material change in Project financing.

4.3 WORKSITE INFORMATION. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager is entitled to rely on Worksite information furnished by the Owner pursuant to this Paragraph 4.3. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;

4.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

4.3.3 any other information or services requested in writing by the Construction Manager which are relevant to the Construction Manager's performance of the Work and under the Owner's control.

The information required by this Paragraph 4.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work.

4.4 **BUILDING PERMIT, FEES AND APPROVALS.** The Owner shall secure and pay for all permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 **MECHANICS AND CONSTRUCTION LIEN INFORMATION.** Within seven (7) Days after receiving the Construction Manager's written request, the Owner shall provide the Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

4.6 **CONTRACT DOCUMENTS.** Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to the Construction Manager without cost.

4.6.1 **ELECTRONIC DOCUMENTS.** If the Owner requires that the Owner, Engineer and Construction Manager exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Engineer and Construction Manager shall agree on a written protocol governing all exchanges in a separate Agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 **OWNER'S REPRESENTATIVE.** The Owner's authorized representative is [REDACTED]. The representative shall be fully acquainted with the Project, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify the Construction Manager in writing.

4.8 **OWNER'S CUTTING AND PATCHING.** Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.

4.9 **OWNER'S RIGHT TO CLEAN UP.** In case of a dispute between the Construction Manager and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) business Days notice and allocate the cost among those responsible during the following pay period.

4.10 **COST OF CORRECTING DAMAGED OR DESTROYED WORK.** With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Construction Manager incurs additional costs or is delayed due to such loss or damage, the Construction Manager shall be entitled to an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services.

ARTICLE 5.

SUBCONTRACTS

5.1 SUBCONTRACTORS. The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 As soon after the execution of this Agreement as possible the Construction Manager shall provide the Owner, and if directed, the Engineer with a written list of the proposed subcontractors and significant material suppliers. If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If the Owner has reasonably and promptly objected as provided in Subparagraph 5.2.1, the Construction Manager shall not contract with the proposed subcontractor or material supplier, and the Construction Manager shall propose another acceptable to the Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS. The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.

5.4.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to Paragraphs 12.3 or 12.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6.

TIME

6.1 PERFORMANCE OF THE WORK.

6.1.1 DATE OF COMMENCEMENT. The Date of Commencement is the date of this Agreement as first written in Article 1 unless otherwise set forth below:

Notice to Proceed : to be determined by the parties.

Substantial Completion: To be determined by the parties.

Final Acceptance: To be determined by the parties.

The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject to other provisions of this Agreement.

6.1.2 SUBSTANTIAL/FINAL COMPLETION. The Date of Substantial Completion or the Date of Final Completion shall be established by agreement of the parties. The Owner and the Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates.

6.1.3 Time limits stated above are of the essence of this Agreement.

6.1.4 The Construction Manager shall not knowingly commence the Work before the effective date of insurance to be provided by the Construction Manager and Owner as required by the Contract Documents.

6.2 SCHEDULE OF THE WORK.

6.2.1 At a date mutually agreed upon by the parties, the Construction Manager shall submit to the Owner and, if directed, the Engineer a Schedule of the Work that shall show the dates on which the Construction Manager plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. On the Owner's written approval of the Schedule of the Work, the Construction Manager shall comply with it unless directed by the Owner to do otherwise or the Construction Manager is otherwise entitled to an adjustment in the Contract Time. The Construction Manager shall update the schedule on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project. Notwithstanding the above, the Construction Manager's Schedule of Work is based, in part, on the Engineer's design schedule. Nothing herein shall obligate Construction Manager to create a Schedule of Work until the design of the Project is 100% complete.

6.2.2 The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase Construction Manager's time and costs the GMP and Dates of Substantial or Final Completion shall be equitably adjusted.

6.3 DELAYS AND EXTENSIONS OF TIME.

6.3.1 If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Construction Manager, the Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. In addition, if the Construction Manager incurs additional costs as a result of such delay, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to Paragraph 11.2. Examples of causes beyond the control of the Construction Manager include, but are not limited to the following: acts or omissions of the Owner, the Engineer or Others; Engineer and/or Owner not providing timely or sufficiently detailed plans and specification for the orderly progress of the Work in accordance with the Schedule, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; labor disputes not involving the Construction Manager; fire; encountering Hazardous Materials; adverse weather conditions not reasonably anticipated; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution and suspension by the Owner under Paragraph 12.1. The Construction Manager shall submit any requests for equitable extensions of Contract Time or equitable adjustment in Contract Price in accordance with the provisions of Article 9.

6.3.2 In addition, if the Construction Manager incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner, the Engineer or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution or suspension by the Owner under Paragraph 12.1, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to Paragraph 9.4.

6.3.3 NOTICE OF DELAYS. In the event delays to the Work are encountered for any reason, the Construction Manager shall provide prompt written notice to the Owner of the cause of such delays after Construction Manager first recognizes the delay, but in no instance longer than three (3) days after the delay is encountered.

6.4 NOTICE OF DELAY CLAIMS. If the Construction Manager requests an equitable extension of Contract Time or an equitable adjustment in Contract Price as a result of a delay described in Subparagraph 6.3.1, the Construction Manager shall give the Owner written notice of the claim in accordance with Paragraph 9.4. If the Construction Manager causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to Paragraph 11.2. The Owner shall process any such claim against the Construction Manager in accordance with Article 9.

6.5 LIQUIDATED DAMAGES.

6.5.1 SUBSTANTIAL COMPLETION. The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion established in Subparagraph 6.1.1.

The Construction Manager understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained the Construction Manager shall pay the Owner Zero Dollars (\$0) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.5.2 FINAL COMPLETION. The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.5.2.1 The Construction Manager understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Final Completion is not attained the Construction Manager shall pay the Owner Zero Dollars (\$0) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.5.3 OTHER LIQUIDATED DAMAGES. The Owner and the Construction Manager may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.

The parties have agreed to zero (\$0.00) as the amount of liquidated damages in Paragraph 6.5 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Construction Manager also agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provision of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

SUBSTANTIAL COMPLETION -Agreement shall be subject to liquidated damages. Owner will provide rubric for determining amounts.

FINAL COMPLETION- Agreement shall be subject to liquidated damages. Owner will provide rubric for determining amounts.

ARTICLE 7.
COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

7.1.1 the amount set forth in Exhibit D including final Schedule of Values and contingency as described in Section 3; and

7.2 The compensation to be paid shall be limited to the GMP established in Exhibit D, and as the GMP may be adjusted under Article 9.

7.2.1 Payment for Work performed shall be as set forth in Article 10.

7.3 PRECONSTRUCTION SERVICES COMPENSATION. The Construction Manager shall be compensated for Preconstruction Services, as set forth in Paragraphs 3.2 and 3.3.

ARTICLE 8.

COST OF CHANGE ORDERS

8.1 If the Owner and Construction Manager cannot otherwise agree on the cost of a Change order, The Owner agrees to pay the Construction Manager for the Cost of Change Orders under Clause 9.3.1.3 below.

8.2 DETERMINATION OF COST ITEMS FOR CHANGE ORDERS. Exhibit "D" Schedule of Values.

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of the Work.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below..

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work under Subparagraphs 8.2.2 and 8.2.3.

8.2.4 Reasonable transportation, travel, hotel and moving expenses of the Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage and handling.

8.2.6 Payments made by the Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates,

subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds that the Construction Manager is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Use, gross receipts or other taxes, tariffs or duties related to the Work for which the Construction Manager is liable.

8.2.11 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such losses, expenses, damages or corrective work did not arise from the negligence of the Construction Manager.

8.2.12 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.13 All costs associated with demobilizing and remobilizing the field office and the Construction Manager's workforce, including Subcontractor workforces, as a result of a suspension of the Work by the Owner.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power and fuel costs necessary for the Work.

8.2.16 Cost of removal of all nonhazardous substances, debris and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.

8.2.19 Additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of this Agreement.

8.2.20 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

8.3 DISCOUNTS. All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9.

CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

9.1 CHANGE ORDER.

9.1.1 The Construction Manager may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this Article 9.

9.1.2 The Owner and the Construction Manager shall negotiate in good faith an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.2 INTERIM DIRECTED CHANGES.

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Construction Manager on the adjustment, if any, in the GMP or the Date of Substantial Completion or Date of Final Completion.

9.2.2 The Owner and the Construction Manager shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of Interim Directed Changes. As the changed Work is performed, the Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of Article 12.

9.2.3 When the Owner and the Construction Manager agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes issued since the last Change Order.

9.3 DETERMINATION OF COST.

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 costs calculated on a basis agreed upon by the Owner and Construction Manager plus 10% Overhead and 5% Profit for self performed work; 7% Overhead and 3% Profit for subcontracted work.

9.3.2 If the Owner and the Construction Manager disagree as to whether work required by the Owner is within the scope of the Work, the Construction Manager shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations.

9.3.3 If the Owner issues a written order for the Construction Manager to proceed, the Construction Manager shall perform the disputed work and the Owner shall pay the Construction Manager Fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME. Except as provided in Subparagraph 6.3.2 and Paragraph 6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, the Construction Manager shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim. Any claim submitted after said Fourteen (14) Day period shall be deemed to have been waived by the Construction Manager. Except in an emergency, notice shall be given before

proceeding with the Work. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 PRICING. Construction Manager's GMP proposal has been calculated based on the current prices for building materials, labor costs & subcontractor costs. However, the market for certain building materials, as well as labor, is considered to be volatile, and sudden price increases could occur. Construction Manager agrees to use its best efforts to obtain the lowest possible prices, with manageable deliveries, from available building material suppliers and subcontractors. However, should there be an increase in the prices of specified materials, subcontracts, or labor greater than 5% of the prices utilized by Construction Manager to create its GMP proposal that are purchased or contracted after execution of this Contract, the Owner agrees to pay that cost increase to UCI.

ARTICLE 10.

PAYMENT

10.1 SCHEDULE OF VALUES. The Construction Manager has prepared a preliminary Schedule of Values as Exhibit D to this Agreement. The Construction Manager shall prepare and submit to the Owner a final schedule of values not later than 30 days after the execution of this Agreement, apportioned to the various divisions or phases of the Work. Each line item including the Contingency contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS.

10.2.1 APPLICATIONS. The Construction Manager shall submit to the Owner, and, if directed, its Engineer a monthly application for payment no later than the Twentieth (20th) Day of the calendar month for the preceding thirty (30) Days; or Construction Manager's applications for payment shall be itemized and supported by the Construction Manager's schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, no later than twenty (20) Days after the Construction Manager has submitted a complete and accurate payment application. The Owner may deduct from any progress payment amounts as may be retained pursuant to Subparagraph 10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT. Unless otherwise provided in the Contract Documents, applications for payment may include long-lead-time item (not delivered) and materials and equipment not yet incorporated into the Work but delivered to and suitably stored on-site or off-site including applicable insurance, storage and costs incurred transporting the materials to an off-site including applicable insurance, storage and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for such items, materials, and equipment shall be conditioned on submission by the Construction Manager of, when available, bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS.

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS. As a prerequisite for payment, the Construction Manager shall provide partial lien and claim waivers in the amount of the application for payment. Such waivers shall be conditional upon payment. In no event shall the Construction Manager be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS. If Owner has made payments in the time required by this Article 10, the Construction Manager shall, within thirty (30) Days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If the Construction Manager fails to take such action on a lien to provide Owner with a plan of action satisfactory to Owner for resolution of issues and removal of the lien, the Owner may cause the lien to be removed at the Construction Manager's expense,

including bond costs and reasonable attorneys' fees. This Clause shall not apply if there is a dispute pursuant to Article 13 relating to the subject matter of the lien.

10.2.4 **RETAINAGE.** From each progress payment made prior to Substantial Completion, the Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in Paragraph 10.3 and in no event shall such percentage exceed any applicable statutory requirements.

10.2.5 10.2.4.1 If the progress of the Work is satisfactory, after the Work is fifty percent (50%) complete, the Owner shall withhold no additional retainage and shall pay the Construction Manager the Full amount of what is due on account of progress payments;

10.2.4.2 The Owner shall release retainage upon Substantial Completion of each portion of the Work identified in the final Schedule of Values;

10.2.4.3 In lieu of retainage, the Construction Manager may furnish a retention bond or other security interest, acceptable to the Owner, to be held by the Owner.

10.3 **ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION.** The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under the Agreement:

10.3.1 The Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 Loss or damage arising out of or relating to this Agreement and caused by the Construction Manager to the Owner or Others to whom the Owner may be liable;

10.3.3 The Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 Reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion; and

10.3.6 Reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work.

10.3.7 Third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

10.3.8 No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 **ACCEPTANCE OF WORK.** Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 **PAYMENT DELAY.** If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due as defined in Subparagraph 10.2.1, then the Construction Manager, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest from the date

payment was due. The GMP and Dates of Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

10.6 SUBSTANTIAL COMPLETION

10.6.1 The Construction Manager shall notify the Owner and, if directed, its Engineer when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by the Construction Manager. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Engineer shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner, and if directed, to its Engineer for the Owner's written acceptance of responsibilities assigned in the Certificate.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Unless otherwise provided herein, upon acceptance by the Owner of the Certificate of Substantial Completion, the Owner shall pay to the Construction Manager the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Construction Manager as necessary to achieve Final Completion. Uncompleted items shall be completed by the Construction Manager in a mutually agreed time frame. The Owner shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE.

10.7.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT.

10.8.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Engineer shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, the Construction Manager shall prepare for the Owner's acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to the Construction Manager within twenty (20) Days after the Construction Manager has submitted an application for final payment, including submissions required under Subparagraph 10.8.4, and a Certificate of Final Completion has been executed by the Owner and Construction Manager.

10.8.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety if required by Owner; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner, and if directed the Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by Paragraph 10.8.

10.8.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties and Defective Work.

10.8.7 ACCEPTANCE OF FINAL PAYMENT. Unless the Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT. Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

ARTICLE 11. INDEMNITY, INSURANCE, WAIVERS AND BONDS

11.1 INDEMNITY.

11.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees, the Engineer and Others (the Indemnities) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 11.3, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for under Subparagraph 11.1.2.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Subparagraph 11.4.1, that may arise from the performance of work by Owner, Engineer or Others, to the extent of the negligence attributed to such acts or omissions by Owner, Engineer or Others. The Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for under Subparagraph 11.1.1.

11.1.3 LIMITATION ON LIABILITY. Construction Manager's liability under this Agreement including any claim for indemnity shall be limited to the total amount of available insurance to be provided by Construction Manager under this section.

11.2 INSURANCE.

Prior to the start of the Work, the Construction Manager shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager's Employers' Liability, Business Automobile Liability and Commercial General Liability policies, as required in this Subparagraph 11.2.1, shall be written with at least the following limits of liability:

11.2.1.1 Employer's Liability

- a. \$1,000,000 Bodily Injury by Accident Each Accident
- b. \$1,000,000 Bodily Injury by Disease Policy Limit
- c. \$1,000,000 Bodily Injury by Disease Each Employee

11.2.1.2 Business Automobile Liability Insurance

- a. \$1,000,000 Each Accident

11.2.1.3 Commercial General Liability Insurance

- a. \$1,000,000 Each Occurrence
- b. \$2,000,000 General Aggregate
- b. \$2,000,000 Products/Completed Operations Aggregate
- c. \$1,000,000 Personal and Advertising Injury Limit

11.2.1 Employers' Liability, Business Automobile Liability and Commercial General Liability coverages required under Subparagraph 11.3.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.2 The Construction Manager shall maintain in effect all insurance coverage required under Subparagraph 11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Construction Manager, or terminate this Agreement.

The policies of insurance required under Subparagraph 11.2.1 shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) Days prior written notice has been given to the Owner. The Construction Manager shall maintain completed operations liability insurance for one (1) year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Construction Manager shall furnish the Owner with certificates evidencing the required coverages.

11.3 PROPERTY INSURANCE.

11.3.1 Before the start of the Work, the Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss to be included in the GMP. This insurance shall also name the Owner, Construction Manager, Subcontractors and Sub-subcontractors and the Engineer as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks or physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing if applicable, collapse however caused, and damage resulting from defective design, workmanship or material. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Owner, Subcontractors, Sub-subcontractors and Material Suppliers. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Subparagraph 11.3.1. Prior to commencement of the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this Subparagraph 11.3.1.

11.3.2 Owner and Construction Manager waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors for damages caused by risks covered by the property insurance provided under Subparagraph 11.3.1, except such rights as they may have to the proceeds of the insurance and such rights as the Construction Manager may have for the failure of the Owner to obtain and maintain property insurance in compliance with Subparagraph 11.3.1 To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in Subparagraph 11.3.1 or the amount paid to Construction Manager under this Agreement, whichever is more, the Construction Manager shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.4 OWNER'S INSURANCE.

11.4.1 OWNER'S LIABILITY INSURANCE. The Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions in amount equal or greater to that required from Construction Manager under Paragraph 11.2.

11.5 ROYALTIES, PATENTS AND COPYRIGHTS. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner or Engineer.

11.6 BONDS.

11.6.1 Performance, Payment Bonds and Statutory Bonds

(Designate only one)

 x are/ are not

required of the Construction Manager. Such bonds shall be issued by a surety admitted in the State in which the Project is located and must be acceptable to the Owner. The penal sum of the bonds shall be one hundred (100%) of the GMP. Any increase in the GMP that exceeds thirty percent (30%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such thirty percent (30%) amount, the penal sum of the bond shall remain equal to one hundred (100%) of the original GMP. The Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though the

Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. The Construction Manager's payment bond for the Project, if any, shall be made available by the Owner for review and copying by the Subcontractor. The Owner's acceptance shall not be unreasonably withheld.

ARTICLE 12. SUSPENSION, NOTICE TO CURE AND TERMINATION OF THE AGREEMENT

12.1 SUSPENSION BY OWNER FOR CONVENIENCE.

12.1.1 **OWNER SUSPENSION.** Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay or interrupt that portion of the Work as ordered by the Owner. The GMP, Construction Manager's Fee and the Dates of Substantial or Final Completion shall be equitably adjusted by Change Document for the cost and delay resulting from any such suspension.

12.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this Paragraph 12.1.

12.2 **NOTICE TO CURE A DEFAULT.** If the Construction Manager persistently refuses or fails to supply enough properly skilled workers, proper materials, or equipment, to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Construction Manager may be deemed in default. If the Construction Manager fails within ten (10) Days after receipt of written notification to commence and continue satisfactory correction of such default with diligence and promptness or reach an agreement with Owner of reasonable cure of any default including a time table for cure, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may:

12.2.1 supply workers, equipment and other facilities as the Owner deems necessary for the satisfactory correction of the default and charge the cost to the Construction Manager, who shall be liable for the payment of same including reasonable overhead, profit and attorneys' fees;

12.2.2 contract with Others to perform such part of the Work as the Owner determines shall provide the most expeditious correction of the default, and charge the cost to the Construction Manager; who shall be liable for the payment of same including reasonable overhead, profit and attorneys' fees;

12.2.3 withhold payment due the Construction Manager in accordance with Paragraph 10.3; and

12.2.4 in the event of an emergency affecting the safety of persons or property, immediately commence and continue satisfactory correction of such default as provided in Subparagraphs 12.2.1 and 12.2.2 without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT.

12.3.1 **TERMINATION BY OWNER FOR DEFAULT.** If, within three (3) Days of receipt of the second notice to cure pursuant to Paragraph 12.2, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under Paragraph 12.2. If the Owner's cost arising out of the Construction Manager's failure to cure, including the cost of completing the Work and reasonable attorney fees, exceeds the unpaid GMP, the Construction Manager shall be liable to the Owner for such excess costs. In the event the Owner exercises its rights under this Paragraph,

upon the request of the Construction Manager the Owner shall furnish to the Construction Manager a detailed accounting of the cost incurred by the Owner.

12.3.2 If the Owner or Others perform Work under this Paragraph 12.3, the Owner shall have the right to take and use any materials and supplies belonging to the Construction Manager and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies or equipment not consumed or incorporated in the Work, and not paid for by Owner, shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement, if there has been a default, or if the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to Paragraphs 12.2 and 12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE.

12.4.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If the Owner terminates this Agreement pursuant to this Paragraph 12.4, the Construction Manager shall be paid

12.4.2.1 for the Work performed to date including overhead and profit;

12.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including overhead or profit on work not performed;

12.4.2.3 all retainage on all Work performed and five percent (5%) fee on all Work remaining to be performed.

12.4.3 If the Owner terminates this Agreement pursuant to Paragraphs 12.3 or 12.4, the Construction Manager shall:

12.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Construction Manager to all materials, supplies and equipment for which payment has or will be made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable efforts to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders and commitments as the Owner directs; and

12.4.3.4 sell at prices approved by the Owner any materials, supplies and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE.

12.5.1 Upon ten (10) Business Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to Paragraph 12.1.

12.5.2 In addition, upon ten (10) Business Days written notice to the Owner, the Construction Manager may terminate the Agreement if the Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to Paragraph 4.2 that sufficient funds are available and committed for Project financing or

12.5.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

12.5.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with Paragraph 10.6.

12.5.3 Upon termination by the Construction Manager in accordance with Paragraph 12.5, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus five percent (5%) on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION. Even after termination pursuant to Article 12, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 13.

DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, the Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS. If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

13.3 MEDIATION. If direct discussions pursuant to Paragraph 13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The mediation rules and administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) business Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter being first discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

13.4 BINDING DISPUTE RESOLUTION. If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected herein:

x Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.4.1 VENUE. The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

13.5 MULTIPARTY PROCEEDING. The Parties agree that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.6 LIEN RIGHTS. Nothing in this Article 13 shall limit any rights or remedies not expressly waived by the Construction Manager that the Construction Manager may have under lien laws.

ARTICLE 14.

MISCELLANEOUS PROVISIONS

14.1 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. In the event of such assignment, the Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.2 GOVERNING LAW. This Agreement shall be governed by the law of the State of Kansas.

14.3 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.4 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

14.5 TITLES AND GROUPINGS. The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

14.6 JOINT DRAFTING. The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.7 RIGHTS AND REMEDIES. The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 15.

CONTRACT DOCUMENTS

15.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

15.2 INTERPRETATION OF CONTRACT DOCUMENTS.

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner and, if directed, to its Engineer for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Dates of Substantial or Final Completion or Price pursuant to Article 9 or dispute resolution in accordance with Article 13.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings.

15.2.5 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to Subparagraph 15.2.2 the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to Paragraph 4.3; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

This Agreement is entered into as of the date entered in Article 1.

ATTEST:

OWNER: City of Dodge City

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONSTRUCTION MANAGER: Utility Contractors, Inc. d/b/a UCI

BY:

PRINT NAME _____

PRINT TITLE _____

Exhibit A

Dodge City Wastewater System Expansion Package 3

Guaranteed Maximum Price (GMP) @ 60% Design

Scoping Document 10-17-2022

The proposed GMP for the Dodge City Wastewater System Expansion Package 3 was developed by the Design-Build team utilizing the following documents:

- Preliminary plans provided by PEC for 60% design dated July 22, 2022.
- PEC Project No: 210263-001
- Specifications (Only as shown on the plans & based on past Dodge City Projects).
- Meeting minutes from the 60% Review Meeting dated August 15, 2022.
- Equipment Requirements List
- Schedule of Values

Items included in the GMP include but are not limited to:

- Pre-construction services outlined in proposed contract including:
 - Management of GMP by developing and soliciting Bid Packages to vendors and subcontractors
 - Analyzing scopes and quotations from Vendors and Subcontractors
 - Meeting with City of Dodge City staff and PEC to discuss design, GMP and construction issues.
- All supervision, labor, equipment, materials, and subcontractors to fulfill the work outlined in the documents listed above.
- Performance, payment, and warranty bonds.
- Builders Risk Insurance on the project.
- Project warranty for 1 year.
- Temporary on-site construction support facilities.
 - Construction trailer to house UCI on site personnel.
 - Construction staking.
 - Updating SWPP NOI-Temporary Erosion Control (Provided by PEC)
- On Site project management of either self-performed or subcontracted work.
 - Weekly progress meetings to include Owner, designer, contractors, subcontractors, and any major vendors. These meetings will gauge the project's progress as well as look ahead schedules to make certain work is ready to be processed.
 - Overall safety for all site personnel will be planned and monitored by UCI personnel.
- Permanent seeding of all disturbed areas on site.
- **A contingency is shown on the schedule of values that will be used to cover the costs of items not shown or included as the plans develop from 60% to 100%. Unused contingency is the property of Dodge City.**

Clarifications

- All costs to extend utility services to the site will be by others.
- No sales tax or permits
- No Davis Bacon wages or Buy American
- Existing spoil material to be used as backfill.
- Excludes any 3rd party testing or commissioning.
- Zebron coating on all wet wells (flat floor not included) & control structures
- No testing or site survey of the project
- No costs of Victory Electric included
- 18" gas collection pipe to be HDPE N-12 corrugated pipe
- Anaerobic basin to have a Tnemec Vinester Coating at the top of the slope
- No special insurance for startup of gas equipment
- Anaerobic Cell #4 coating and HDPE cover to be installed in Spring, Summer or Fall. No winter protection has been allowed.
- Aerobic Cell #4 will have 1 pier in the middle for tie downs of the aerators and includes 2 electrical disconnects for aerators. No bridge included.
- Grass Area Paving, Item #18, will have a 2'*3' toe wall at the top that will be poured integral with the slope paving.
- Control Structure 401 – 24" DIP will run straight into Cell #3 (Cannot lower Cell #3)
- No chiller or heat exchanger
- Buildings at Pump Stations will have waterproofing sealer to match existing buildings. Buildings at Plant will be painted to match existing buildings.
- Splitter Box 18" Pipes running into Aerobic Cell #1 & #2 will tie in above water elevation
- Item #6 Control Structure #301 is an allowance for a new control structure #301 and piping to tie into Anaerobic Cell #3. No design currently.
- Item #15 Biogas connection to Feed A Compressor is an allowance for 14" FRP piping & 5 -14" valves to tie into the Feed A Compressor & the future H2S System per PEC drawing attached. No design currently.
- Owner to supply all well water for the project for the purpose of construction and dust control. GC to haul where needed.
- No vaults included for buried FRP Valves
- Splitter Structure to be constructed as shown on Sh. DP181. No by-pass piping included.
- Item #24 Pricing Escalation Allowance is only for electrical pricing.

Electrical Lead Times

Gear Lead Times

Genset Lead Times

1 National Beef Primary Lift Station	40 Weeks	50 Weeks
2 Hilmar Lift Station	40 Weeks	49 Weeks
3 Intermediate Lift Station	48 Weeks	66 Weeks
7 Gas Handling Building No. 2	40 Weeks	35 Weeks
8 Gas Handling Building No. 3	40 Weeks	35 Weeks
10 Side Stream Gas Handling Building No. 3	40 Weeks	35 Weeks
21 North Irrigation Pump Station	48 Weeks	
22 Gas Handling Building No. 1	40 Weeks	35 Weeks

Exhibit B

Dodge City Wastewater
System Expansion Package 3

Guaranteed Maximum Price (GMP) @ 60% Design
10-17-2022

Project Value Added Alternates/Allowances not in the GMP

Alt 1	Rolling Fence Gate at Hilmar & Intermediate Lift Station \$20,000.00 /ea	\$40,000.00
Alt 2	Hilmar Site – Install 2540' of 2" waterline w/yard hydrant & connection to exist 24" for wash down water	\$32,000.00
Alt 3	Anaerobic Cell #4 – If Schedule dictates that the concrete coating needs to be heated/covered for proper curing	\$86,500.00
Alt 4	Anaerobic Cell #4 – 4 sump pumps/hoses/electrical in the corners to pump to the middle sump	\$40,000.00
Alt 5	Primary Pump Station – 20" by-pass for pigging (2 Wyes, Plug Valves & 2 tie-ins	\$74,000.00
Alt 6	Sidestream Pump Station – Connect paving around Sidestream PS between cells (7500sf)	\$63,000.00
Alt 7	Irrigation Pump Station #1 – Prefab building to house VFD's for the 4 pumps	\$150,000.00

Exhibit C

UCI Self Performed Work - Dodge City Wastewater System
Expansion Package 3

10-17-2022

UCI as the Construction Manager will self-perform and is not limited to the following items of work:

- Preconstruction Services
- Set up and manage temporary Site Facilities
- Construction layout
- Structural Excavation and Backfill
- Yard Piping & Valves
- Structural concrete
- Process Piping and Equipment installation
- Facilitate start-up of process equipment
- On site management of subcontractors
- Documentation of Work
 - Submittals and shop drawing management
 - Changes in GMP/Scope
 - O&M Manuals
 - Start Up Documents
 - Training Documents
- Site Cleanup
- Punch List management

Exhibit D
Dodge City Waste Water System Expansion Package 3 - Schedule of Values

Bid No.	Description	Quantity*	Unit	COST Total
1	National Beef Primary Pump Station	1	LS	\$ 4,400,000.00
2	Hilmar Lift Station	1	LS	\$ 3,050,000.00
3	Intermediate Lift Station	1	LS	\$ 6,640,000.00
4	Anaerobic Cell No.4	1	LS	\$ 6,234,000.00
5	Aerobic Cell No 4	1	LS	\$ 1,900,000.00
6	Control Structure#301/tie into Anarobic Cell #3 (Allowance)	1	LS	\$ 110,000.00
7	Gas Handling Building No. 2	1	LS	\$ 1,300,000.00
8	GHBuilding No.3/Gas Monitoring Building	1	LS	\$ 3,120,000.00
9	Preconstruction/Bond/Mobilization/Site Facilities	1	LS	\$ 750,000.00
10	Sidestream Pump Station	1	LS	\$ 2,330,000.00
11	Control Structures #401/#402	1	LS	\$ 66,000.00
12	Waste Gas Burner	1	LS	\$ 380,000.00
13	Yard Wastewater Piping	1	LS	\$ 1,210,000.00
14	Yard Biogas Piping	1	LS	\$ 350,000.00
15	Biogas Connection to Feed A Compressor & Future H2S System (Allowance)	1	LS	\$ 250,000.00
16	WWTP Site Improvements	1	LS	\$ 125,000.00
17	Splitter Box Modifications	1	LS	\$ 340,000.00
18	Grass Areas Paving	1	LS	\$ 625,000.00
19	Erosion Under facultative Cell 1 (Deleted)	1	LS	\$ -
20	North Irrigation Pump Station (Allowance)	1	LS	\$ 1,300,000.00
21	Gas Handling building #1 (Allowance)	1	LS	\$ 1,175,000.00
22	Electrical/Controls Allowance	1	LS	\$ -
23	Platforms Allowance	1	LS	\$ -
24	Pricing Escalation Allowance	1	LS	\$ 130,000.00
Project Budget GMP				\$ 35,785,000.00

Contingency \$ 1,100,000.00

Total GMP \$ 36,885,000.00

Project Alternates/Allowances not in GMP

Alt 1	Rolling Fence Gate at Hilmar & Intermediate Lift Station \$20,000.00/ea	\$ 40,000.00
Alt 2	Hilmar Site - Install 2640' of 2" waterline w/yard hydrant & connection to exist 24" for wash down water	\$ 32,000.00
Alt 3	Anaerobic Cell #4 - If Schedule dictates that the concrete coating needs to be heated/covered for proper curing.	\$ 86,500.00
Alt 4	Anaerobic Cell #4 - 4 sump pumps/hoses/electrical in the corners to pump to the middle sump	\$ 40,000.00
Alt 5	Primary Pump Station - 20" by-pass for pigging (2 Wyes, Plug Valves & 2 tie-ins)	\$ 74,000.00
Alt 6	Sidestream Pump Station - Connect paving around Sidestream PS between cells (7500sf)	\$ 63,000.00
Alt 7	Irrigation Pump Station #1- Prefab building to house VFD's for the 4 pumps	\$ 150,000.00

Total GMP w/Alternates \$ 37,370,500.00

Deductive Alternates that the city may evaluate

Using asphalt millings from the city, hauled and placed by G.C. for the 3-off site pump stations instead of detail 2 on sheet CP501 \$ (67,000.00)



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 7, 2022
Subject: Approve Contract to Complete a Pavement Condition Survey, ST 2203
Agenda Item: New Business

Purpose: The purpose of this project is to rate the condition of the City's street network from an unbiased, objective point of view. The results of this survey will help City staff prioritize street projects and efficiently manage the overall street network.

Recommendation: Approve the contract with Transmap Corporation to conduct a pavement condition survey of the City street network in the amount of \$38,185.12.

Background: In 2017, the City hired a 3rd party consultant to complete a condition survey of its asphalt street network. Utilizing laser line projectors, high speed cameras and advanced optics, consultants can calculate the condition rating, or pavement condition index (PCI) of a street segment. The condition scores calculated with this technology are widely accepted around the world to be accurate and objective. A brand-new street with zero distresses or deficiencies should score a PCI of 100 and a completely deteriorated street could have the lowest PCI score of 1. Once the survey is completed, the resulting PCI scores will be used to help prioritize future street reconstruction, rehabilitation, and maintenance projects. They will also allow City staff to responsibly allocate street funding by selecting the right maintenance technique at the right time.

This survey will also rate the condition of our concrete and brick streets that were not included with the 2017 survey.

City Commission Options:

1. Approve Contract pending review by legal
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount \$: 38,185.12

Fund: 12230300 442011

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into a contract with Transmap Corporation and will be bound by the provisions of this contract.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Transmap Corporation contract and pricing.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

**CITY OF DODGE CITY, KANSAS
CONTRACT FOR
PAVEMENT CONDITION SURVEY OF AN ASPHALT STREET NETWORK**

This Contract for Pavement Condition Survey (this "Agreement") is entered into this ____ day of _____, 2022 (the "Effective Date"), between Transmap Corporation at 5030 Transamerica Drive, Columbus, OH 43228 (the "Consultant") and the City of Dodge City, Kansas, at 806 N. 2nd Avenue, Dodge City, KS 67801 (the "City").

WITNESSETH

WHEREAS, the City is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of, and the powers granted by, the State of Kansas: and,

WHEREAS, in accordance with its procurement procedures, the City has determined that it desires to hire the Consultant to perform certain services as set forth herein to develop a pavement management system; and,

WHEREAS, the Consultant desires to assist the City as provided herein; and,

WHEREAS, if the City and the Consultant agree in writing, and subject to approval by the governing body of the City, this Agreement may be renewed for one (1) additional three (3) year term at a cost to be negotiated by the City and the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the City and the Consultant, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

SCOPE OF SERVICES

The Consultant shall complete the scope of work as defined in the itemized pricing provided in Attachment A.

PAYMENT

The City shall make payments on a percent complete monthly basis following the pricing schedule in Attachment A of this Agreement.

CITY RESPONSIBILITIES

- A. The City shall identify and coordinate all services to be performed hereunder.

- B. The City shall upon execution of this Agreement, designate Tanner Rutschman, as the coordinator of the project described herein and of the professional services to be performed under this Agreement.

INDEPENDENT CONTRACTOR RELATION

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the City and that no right of the City's retirement or personnel rules accrue to such persons. The Consultant shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Consultant shall hold the City harmless with respect thereto.

ANTI-DISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

- D. The Consultant shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- E. If the Consultant shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Consultant may be declared ineligible for any further City contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Consultant shall have no claims for damages against the City on account of such termination, cancellation, or suspension or declaration of ineligibility
- F. The Consultant shall assure that it is in compliance and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; and, the Kansas Act Against Discrimination K.S.A. 44-1001 through 1004), and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.
- G. The Consultant and the City, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- H. The Consultant will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

TERMINATION

It is hereby agreed that if either party should fail materially to perform its obligations under this Agreement, the other party may notify the breaching party of the notifying party's intent to terminate this Agreement, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the notifying party to terminate this Agreement at the end of thirty (30) days. The Consultant shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. The City shall pay the Consultant all actual fees, as well as actual and approved expenses, accrued for services actually rendered up to the effective date of any termination.

COOPERATIVE PURCHASING

The City participates in cooperative purchasing with other governmental entities. The parties agree that it is assumed that the Contractor wishes to grant other governmental agencies access to the Solicitation and the Agreement for cooperative purchasing.

INSURANCE

The Consultant shall maintain, at the Consultant's own expense (a) Comprehensive General Liability Insurance (which shall name the City as an additional insured and provide that said policy of insurance may only be cancelled with thirty (30) days written notice to the City), and (b) Workers Compensation Insurance, providing coverage for liabilities or claims for damages resulting from services performed or undertaken by the Consultant hereunder. Certificates of Insurance shall be furnished to the City prior to undertaking any task pursuant to this Agreement.

CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the City, or events beyond the Consultant's reasonable control, may necessitate contract price and/or date of performance revisions to reflect such changes or delays.

ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any person and/or entity without prior express written approval by the other.

TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other. The Consultant warrants that it has all necessary licenses and rights to use any Software in the project and will not infringe on any intellectual property rights of any third party. The Consultant agrees to indemnify the City against liability and expenses, including reasonable attorney fees arising from any claim of infringement related to the Pavement Condition Survey of an Asphalt Street Network Project.

NOTICES

All notices shall be in writing and will be deemed to be given or made when delivered by hand or registered mail to the party at the address set forth in this Agreement.

CASH BASIS LAW

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of this Agreement shall create no legal obligation on the part of the City. The City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year or b) funds made available from any lawfully operated revenue producing source.

GENERAL PROVISIONS

- A. Entire Agreement: This Agreement, as well as the Request For Proposal, constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, undertakings or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This Agreement may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document, which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist, in any one or more instances, upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way denote, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- G. Standard of Care: In providing services under this Agreement the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranties, express or implied, as to its professional services rendered under this Agreement.

REPRESENTATIVE'S AUTHORITY TO CONTRACT

The person signing this Agreement is duly authorized by the Consultant to execute the documents on behalf of the Consultant and to bind the Consultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

Kent Smoll, Mayor
City of Dodge City

Date

ATTEST: _____
Connie Marquez, City Clerk



Howard Luxhoj, PE
President and CEO
Transmap Corporation
Phone: (614) 481-6799
Email: hluxhoj@transmap.com

Date

11/1/22

Address:
Transmap Corporation
5030 Transamerica Drive
Columbus, Ohio 43228

City of Dodge City, KS
Contract Pavement Pricing

Pavement Condition Survey (Asphalt/Concrete)

Task	Description	Comments	Units	Price	Total
1.0	Field Data Collection (units = centerline Miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution - Ground-based LiDAR	134	\$91.99	\$12,326.66
1.1	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality/roughness	1	\$3,999.00	\$3,999.00
1.2	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline. Transmap still has existing data and will not need to charge for this task	N/A	\$109.00	N/A
1.3	ASTM D6433 Network Level Formatting - (units = sections)	ASTM D6433 distress standards - Actual sections	1,731	\$6.40	\$11,078.40
1.4	PCI Load (units = lump sum)	Formatting distress data and centerline file for mass load to produce official PCI results - Shapefile and spreadsheet delivered	1	\$2,475.00	\$2,475.00
1.5	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file	8	\$109.00	\$872.00
1.7	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and updates	21	\$109.00	\$2,289.00

Subtotal

\$33,040.06

City of Dodge City, KS

Brick Assessment

Brick Assessment

Task	Description	Comments	Units	Price	Total
2.0	Field Data Collection (units = centerline Miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution - Ground-based LiDAR	14	\$91.99	\$1,287.86
2.1	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field	1	\$500.00	\$500.00
2.2	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a GIS centerline delivery	6	\$109.00	\$654.00
2.3	Data Formatting - (units = sections)	Transmap will rate all brick sections as Good, Fair, Poor based on collected ride quality	218	\$6.40	\$1,395.20
2.4	GIS Integration - (units = hours)	Transmap will link brick rating data to the Agency's centerline file	6	\$109.00	\$654.00
2.5	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and updates	6	\$109.00	\$654.00
				<i>Subtotal</i>	<i>\$5,145.06</i>



Memorandum

To: Nick Hernandez, City Manager & City Commission
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: 11/07/2022
Subject: Public Transportation Local Match Grant Letters
Agenda Item: New Business

Recommendation: Staff recommends the City Commission approve the submission of applications for 5311 public transportation grant including local match financial commitment letters as follows:

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$471,816 which includes \$31,500 for administration. \$20,500 for 1 bus replacement and \$80,000 for dispatch services.

Background: The Dodge City Public Transportation provides services to Dodge City and Ford County area residents. Our services include Fixed Route, Demand Response and ADA Para-transit service. Currently we provide over 35,000 rides annually, this number has been impacted by the COVID19 pandemic. The proposed budget for this grant will continue funding for the program as follows:

- Fixed Route Bus Service in Dodge City. The Fixed Route bus system was expanded in May 2015. Each route runs hourly from 6:00 am to 6:00 pm, Monday through Friday.
- Door-to-Door ADA Para-transit Service. We continue to provide door to door service (within $\frac{3}{4}$ of a mile of the Fixed Routes) for passengers with physical, cognitive or visual disabilities which prevent them from utilizing the fixed route buses.
- Regional Demand Response Service. We provide service outside the 3/4-mile Para-transit zone, and up to 2 miles beyond the city limits. Any resident may schedule a door-to-door ride if the ride's origin or destination is beyond the 3/4-mile Para-transit zone and within a 2-mile radius of City limits.

Justification: Last fiscal year, the Dodge City Public Transportation is provided 35,214 rides with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Para-transit services will continue to remain steady and build ridership as we continue to grow. The transportation services are very much appreciated by our vulnerable community and non-profit organizations that serve them.

Financial Considerations: There are no significant changes to the level of funding requested other than in wages. Our operating and administrative budget remains steady with no significant changes. For this grant cycle staff recommends Dodge City commit to meeting the local match costs associated with this important public service. The letters of financial commitment required for the 5311-grant application are as follows:

- U.S.C. 49-5311 Public Transportation Grant:

○ Operations (50%)	\$339,816
○ Capital (20%)	\$20,500
○ Dispatch	\$80,000
○ Administration (20%)	\$31,500
○ TOTAL	\$471,816

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$335,896 which is budgeted in the General Fund and in MERF for 2023.

Purpose/Mission: Improvements to public transportation represent the City's core values of Ongoing Improvement and Preparing for the Community's Future. Dodge City's expanding service is helping more residents every day by allowing them to get to work, do their shopping and get to medical appointments. The availability of public transportation also allows older residents to live more independently.

Legal Considerations: These commitment letters are required elements of the City's application for grant funding. KDOT will consider all requests and most likely will adjust the final approved amounts.

Attachments: Program budget document.

SFY 2024 Public Transportation Budget 5311 and 5317
July 1, 2023 - June 30, 2024

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
Section L. Operating Assistance Budget						
1.	Personnel – Driver (Paid)					
	Regular PT	162,240	162,240			
	Mechanic FT	19,000	19,000			
	Health Insurance	42,408	42,408			
	FICA/KPERS	31,808	31,808			
	Workers Compensartion Insurance	10,000	10,000			
	Total Personnel	265,456	265,456			
2.	Vehicle Insurance	2,200	2,200			
3.	Advertising (includes marketing materials)	2,500	2,500			
4.	Fuel	50,000	50,000			
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires	35,000	35,000			
6.	Storage (Paid)					
7.	Contract Services (Specify name & reason)*					
8.	Communications/Phone	500	500			
9.	Other (Must specify each item)					
9a	FIT Dispatching Contract			70,000		
10.	Licenses & Registration	350	350			
11.	KPTA/CTD Membership Dues	60	60			
12.	KPTA Annual Meeting Expenses	350	350			
13.	RTAP Driver Training	2,000	2,000			
14.	RTAP Manager Training	400	400			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,000	1,000			
17.	Total Operating Expenses (Add #1 through #16)	359,816	359,816	70,000		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	20,000	20,000			
20.	Net Operating Cost (Line #17 - #19)	339,816	339,816	70,000		
21.	5311 Reimbursement Request (50% of Line 20)	169,908	169,908			

SFY 2024 Public Transportation Budget 5311 and 5317
July 1, 2023 - June 30, 2024

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
Operating/Dispatch Local Match Letters						
22.	5311 Operating/Dispatch Local Match Letter (50%)	169,908	169,908			
Section K - Capital Assistance Budget						
	20 Passenger Minibus (2)	0	100,000			
4.	Total Capital with 2.5% contingency	0	2,500			
5.	Capital Reimbursement Request (80%)	0	82,000			
6.	Capital Local Match Letter (20%)	0	20,500			
Section M - Administrative Assistance Budget						
24.	Administrative Personnel					
	Transportation Supervisor	26,000	26,000			
	Clerical Support	23,400	23,400			
	Health Insurance	15,000	15,000			
	FICA/KPERS	8,670	8,670			
	Total Administrative Personnel	73,070	73,070			
25.	Building Insurance	300	300			
26.	Office Supplies	1,500	1,500			
27.	Postage	150	150			
28.	Building Maintenance (must specify)	600	600			
29.	Utilities	2,500	2,500			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	500	500			
32.	Other (must specify each item)					
	Admin to FIT			10,000		
33.	Uniforms	150	150			
34.	Agency Audit					
35.	Total Administrative Expenses	78,770	78,770	10,000		
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	63,020	63,020			
38.	Administration Local Match Letter (20%)	15,750	15,750	10,000		

**SFY 2024 Public Transportation Budget 5311 and 5317
July 1, 2023 - June 30, 2024**

			DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
SUMMARY (unreimbursed expense)						Total	
5311 Operating (50%)			169,908	169,908		339,816	
5311 Capital (20%)			0	20,500		20,500	
5311 Administration Assistance (20%)			15,750	15,750		31,500	
5311 Dispatch (50%)					80,000	80,000	
Match Letter Requirements			185,658	206,158	80,000	471,816	
Local Match Letters							
Dodge City			185,658	206,158	80,000	471,816	
Sources							
Anticipated KDOT Subsidy (20% Operating)			67,960	67,960		135,920	
Dodge City							
General Fund			117,698	117,698	80,000	315,396	
MERF				20,500		20,500	