

**CITY OF ARKANSAS CITY, KANSAS  
CONSTRUCTION CONTRACT AGREEMENT  
WILSON PARK PICKLEBALL COURTS  
LWCF Project No. 20-00839**

**ARTICLE 1 — PROJECT AND FEDERAL PARTICIPATION**

Contractor shall furnish all labor, materials, equipment, supervision, and services necessary to construct the Wilson Park Pickleball Courts project. This project is funded in part by the Land and Water Conservation Fund (LWCF) administered by the National Park Service through the Kansas Department of Wildlife and Parks.

**ARTICLE 2 — CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

In the event of conflict, applicable federal grant requirements shall take precedence where required by law. Contract Documents include this Agreement and the following Exhibits: Exhibit A — Scope of Work; Exhibit B — Federal Provisions Attachment;

**ARTICLE 3 — CONTRACT SUM**

Owner agrees to pay Contractor a lump sum of \$235,500.00 subject to approved written change orders.

**ARTICLE 4 — TIME OF PERFORMANCE**

Construction shall commence upon issuance of Notice to Proceed. Substantial completion shall occur within six (6) weeks of commencement, subject to approved weather delays.

**ARTICLE 5 — SCOPE OF WORK**

Court grading and aggregate base installation; Post-tension slabs; Surfacing and striping; Fence and windscreen installation; LED lighting; Concrete viewing pad.

**ARTICLE 6 — FEDERAL LAW COMPLIANCE**

Contractor shall comply with all applicable federal statutes including the LWCF Act (54 U.S.C. §200301 et seq.), 2 CFR Part 200, DOI Standard Terms and Conditions, and DA-146a Contractual Provisions.

**ARTICLE 7 — CHANGE ORDERS**

All change orders must be issued in writing by Owner. Any change affecting LWCF scope or eligibility may require approval from KDWP or the National Park Service.

## **ARTICLE 8 — PAYMENT PROCEDURES AND RETAINAGE**

Owner shall retain five percent (5%) retainage from each approved pay application until final completion and acceptance. Contractor shall provide documentation necessary to support federal reimbursement.

## **ARTICLE 9 — INSURANCE**

Commercial General Liability — \$1,000,000 per occurrence; Automobile Liability — \$1,000,000; Workers Compensation — Statutory limits.

## **ARTICLE 10 — PERMITS AND SAFETY**

Contractor shall obtain all required permits and comply with OSHA and all applicable safety regulations.

## **ARTICLE 11 — LIQUIDATED DAMAGES**

Owner may pursue liquidated damages if substantial completion exceeds agreed schedule, subject to approved delays.

## **ARTICLE 12 — NON-APPROPRIATION**

This Agreement is subject to annual appropriation by the Arkansas City Commission.

## **ARTICLE 13 — MUNICIPAL LIABILITY PROTECTION**

Nothing herein shall waive protections of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

## **ARTICLE 14 — RECORD RETENTION AND FEDERAL AUDIT ACCESS**

Contractor shall retain records for a minimum of three (3) years following project closeout and shall allow access to City, KDWP, National Park Service, U.S. Department of the Interior, and the Comptroller General.

## **ARTICLE 15 — BUILD AMERICA BUY AMERICA ACT**

Contractor shall comply with domestic sourcing requirements unless a federal waiver is granted.

## **ARTICLE 16 — LWCF SIGNAGE AND ACKNOWLEDGMENT**

Contractor shall cooperate with installation of LWCF-required project signage.

## **ARTICLE 17 — TERMINATION**

Owner may terminate for cause, convenience, or lack of funding.

**ARTICLE 18 — GOVERNING LAW AND VENUE**

This Agreement shall be governed by Kansas law with venue in Cowley County, Kansas.

**ARTICLE 19 — FINAL ACCEPTANCE**

Final acceptance occurs upon completion and approval by Owner.

**SIGNATURES AND EXECUTION**

CITY OF ARKANSAS CITY, KANSAS

By: \_\_\_\_\_  
Randy Frazer, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

MULTISPORTS, LLC

By: \_\_\_\_\_  
Mitch Pinkham, Manager

Date: \_\_\_\_\_

## **EXHIBIT A — SCOPE OF WORK**

In the event of conflict between this Attachment A and the Construction Contract Agreement, the Construction Contract Agreement shall control.

### **1. General Description**

Contractor shall furnish all labor, supervision, materials, equipment, engineering coordination, and incidentals necessary to construct four (4) post-tension pickleball courts and associated improvements at Wilson Park in accordance with approved design-build documents and LWCF requirements.

### **2. Site Preparation and Subgrade Work**

Grade and compact subgrade; perform proof-roll testing; import rock base; install two layers of 6-mil vapor barrier; fine grading and drainage.

### **3. Post-Tension Concrete Court Construction**

Provide engineered post-tension drawings; install cable system; place 5-inch concrete slab with reinforced perimeter; use 4000 PSI concrete; perform testing; provide elongation and stressing reports.

### **4. Court Surfacing and Striping**

Sand, acid etch, and clean courts; apply primer; apply acrylic resurfacer; apply color coatings and white striping.

### **5. Fencing, Nets, and Windscreens**

Install 9-gauge black vinyl fencing, divider fencing, Douglas pickleball nets, sleeves, and windscreens.

### **6. Lighting System**

Install eight (8) steel light poles with LED fixtures and associated concrete bases per approved photometric design.

### **7. Concrete Viewing Pad**

Construct a 16-foot by 125-foot reinforced concrete viewing pad using 4000 PSI concrete.

### **8. Design-Build Services**

Provide court layout coordination, lighting coordination, and engineering coordination required for installation.

### **9. Restoration and Site Finish**

Backfill and fine grade disturbed areas and seed for stabilization.

## **10. Owner Responsibilities**

Owner shall provide site access, working space, and utility coordination unless otherwise amended by Change Order.

## **11. Exclusions**

Utility relocation, special procedures, fence grounding, shade structures, prevailing wage requirements, union mandates, sales tax, and work outside the defined scope unless added by written Change Order.

## **12. Schedule**

Anticipated completion approximately sixty (60) days from approved permit issuance subject to weather delays.

## **13. Warranty**

Contractor shall provide a one (1) year workmanship and materials warranty from date of final acceptance.

## **EXHIBIT B — FEDERAL PROVISIONS ATTACHMENT**

1. Equal Opportunity and Civil Rights Compliance — Contractor shall comply with Executive Order 11246, Title VI of the Civil Rights Act, ADA, and Kansas anti-discrimination laws.
2. Suspension and Debarment — Contractor certifies compliance with 2 CFR Part 180.
3. Byrd Anti-Lobbying Amendment — Federal funds shall not be used for lobbying.
4. Access to Records — Contractor shall provide access to records pursuant to 2 CFR 200.
5. Procurement Standards — Contractor acknowledges compliance with 2 CFR 200.318–200.327.
6. Domestic Materials — Contractor shall comply with Build America Buy America Act.
7. Remedies for Non-Compliance — Suspension of payments or termination may occur.
8. Subcontractor Flow-Down — All subcontractors must comply with these federal provisions.