

**City of Mission
Regular Meeting Agenda
Wednesday, July 15, 2015
7:00 p.m.
Mission City Hall, 6090 Woodson**

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Abby Sostarich, Life Saving Award
- Proclamation - Parks & Recreation Month

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

*NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. **If a councilmember requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

- 3a. [Minutes of the June 17, 2015 City Council Meeting](#) and
[Minutes of the July 8, 2015 Special City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 7-1-15](#)
[Finance & Administration Committee Meeting Minutes 7-1-15](#)

- 3b. Unite Private Networks Franchise Agreement
3c. Consolidated Fire District #2 & IAFF Local 1371 Street Solicitation Application
3d. Resolution Designating Surplus Property

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 7-1-15](#)
[Community Development Committee Meeting Minutes 7-1-15](#)

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "[Agendas & Minutes](#)" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Arcie Rothrock

[Finance & Administration Committee Meeting Packet 7-1-15](#)

[Finance & Administration Committee Meeting Minutes 7-1-15](#)

Community Development, Pat Quinn

[Community Development Committee Meeting Packet 7-1-15](#)

[Community Development Committee Meeting Minutes 7-1-15](#)

- 6a. 2015 Street Program - Chip Seal Contract Award
- 6b. 2015 Street Program - Mill & Overlay Contract Award
- 6c. Herald Corner (Brinshore) Development Agreement

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. MAYOR'S REPORT

Appointments

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	6/24/2015
PUBLIC WORKS	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: 2015 Chip Seal Program

RECOMMENDATION: Approve a contract with Harbour Construction for the completion of chip seal application for an amount not to exceed \$87,493.37.

DETAILS: On Tuesday, June 16th, staff received bids from contractors for the 2015 Chip Seal Program. The bid results were as follows:

Bidder	Total Bid
Harbour Construction	\$87,493.37
Vance Brothers	\$87,734.87

The Chip Seal Program focuses on preserving the streets that are already in good condition and extending their useful life. It is a critical component of the City's comprehensive annual street maintenance program. Our streets are constantly deteriorating, and a proactive seal program helps maintain good streets so more expensive repairs can be avoided for as long as possible.

The 2015 program, as bid, will chip seal approximately 5.7 lane miles of street. A map of the proposed chip seal locations is attached.

The bid documents submitted by Harbour Construction as well as the proposed contract documents are attached. The contractor will have a 60 day window to perform the work after the finalized contract documents are signed by both parties.

Related Statute/City Ordinance:	Ordinance 1332
Line Item Code/Description:	03-90-801-11 Special Highway Fund
Available Budget:	\$280,000



Invitation to Bid

2015 Chip Seal Program

Public Works Department

Sealed bids will be received at City Hall, 6090 Woodson, Mission, KS 66202 until 2:00 p.m. on June 16th, 2015 for the "2015 Chip Seal Program" in the City of Mission, KS. Bids received after the above designated time will be returned unopened.

All bids that have been duly received will be publicly opened and read aloud at 2:00 p.m. at the same time and place at which the bids are due. Bids shall be submitted in accordance with the "Instructions to Bidders", available in conjunction with the Bidding Documents. Copies of the instructions to bidders, bid documents, and contract documents and specifications may be obtained from the City Mission Public Works Department. Please contact John Belger, Public Works Director, at (913) 676-8381 or jbelger@missionks.org or download the documents from www.missionks.org (link on the right side of the page under "Mission News").

All bids shall be submitted in sealed envelopes and marked "2015 Chip Seal Program".

Questions regarding this Invitation to Bid on the Chip Seal Program should be directed to the City's Public Works Director, John Belger, at (913) 676-8381 or jbelger@missionks.org.

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, and to perform all necessary labor for providing the following services in conformity with the Contract Documents.

The project as to be bid consists of the following components.

- A. Chip Seal Manipulation (Itemized Locations in Exhibit 1)
 - Including a Map of the work locations
- B. Sweeping
- C. Permanent Pavement Markings

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Invitation to Bid

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BID

CONTRACT AGREEMENT

PERFORMANCE BOND

MAINTENANCE BOND

STATUTORY BOND

INSTRUCTIONS TO BIDDERS

The following instructions listed on this and subsequent pages shall govern and prevail in regard to the submission, consideration and award of this bid. Bidders are expected to check for and take note of any supplemental instructions to bidders that follow that may modify these instructions.

I. DEFINITIONS

The terms used in these Instructions to Bidders shall have the meanings set forth below, unless the context requires otherwise:

- A. "Addenda" means the written or graphic instruments issued by the City of Mission prior to the opening of Bids which modify or interpret the Bid Documents or Contract Documents by additions, deletions, clarifications or corrections.
- B. "Bid" means the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work in response to the Invitation for Bid.
- C. "Bidder" means the person, firm or corporation who submits a Bid for the work, labor, materials, supplies or equipment described in the proposed Bid and Contract Documents.
- D. "Bid Documents" or "Bidding Documents" mean and include the Invitation for Bid, Instructions to Bidders, the Bid Form, Bonds and all other bidding and contract forms to be modified consistent with these Instructions to Bidders and proposed Contract Documents, including General Conditions, Supplementary Conditions, Maps , Specifications, and all Addenda and modifications issued prior to the opening of Bids.
- E. "Bid Surety" means a bid bond or other indemnification device furnished by the Bidder which indemnifies the City against a Successful Bidder's failure to execute the Contract Documents and proceed with performance.
- F. "Bonds" mean and include the Bid, Performance, Statutory and Maintenance Bonds and other instruments of security.
- G. "Contract Documents" mean and include the written Agreement between the CITY and CONTRACTOR, and all Bid Documents, bonds and insurance.
- H. "CONTRACTOR" means the person, firm or corporation who enters into the Agreement with the City.
- I. "City" means the City of Mission, Kansas.
- J. "Invitation to Bid" or "Notice to Bidders" means a solicitation of a formal sealed bid.

K. "Notice of Award" means the written notice issued by the City of Mission to the Successful Bidder stating that upon compliance by the Successful Bidder with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract Documents.

L. "Notice to Proceed" means a written notice issued by the City of Mission to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the Contract Documents.

M. "Project" means the total construction of which the Work performed under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

N. "Subcontractor" means the person, firm or corporation having a direct contact with the Contractor or any other subcontractor for the performance of a portion of the Work at the site.

O. "Successful Bidder" means the person, firm or corporation who is selected for award of a contract with the City.

P. "Work" means and comprises the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents and includes all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

2. PREPARATION OF BIDS

A. A Bidder shall submit information necessary to complete his or her Bid on the forms furnished in this Bid Document. All information supplied must be legible. Any and all corrections, erasures or other changes must be initialed by the Bidder. The Bidder shall manually sign each bid sheet on which he or she makes an entry. Bids signed by an agent are to be accompanied by evidence of the agent's authority. The City reserves the right to reject bids with incomplete information or which are presented in a different form.

B. Bids shall indicate the unit price and the unit price extended to indicate the total price for each item bid. In the event of a discrepancy between a unit price and extended price, the unit price will govern.

C. Unless otherwise provided, alternate bids will not be considered.

D. Conditional Bids are subject to rejection in whole or in part at the sole discretion of the City.

E. No alterations in bids by erasures, interpolations, or otherwise of the material entered by the Bidder will be acceptable unless such alteration is signed or initialed by the Bidder in ink; if initialed, the City may require the bidder to identify any alterations so initialed. No alteration whatsoever shall be made in the printed Bid Form and no alternative items not requested by the printed form shall be written in, nor

shall any conditions to the Bid as submitted be written into the Bid Form or otherwise presented. If alterations or changes are made to the printed Bid Form or if unrequested alternatives are written in, the Bid will be considered as non-responsive and will not be considered for award of a contract.

3. EXPLANATION TO BIDDERS

Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid, maps, specifications, or any other portion of the Bidding or Contract Documents must be requested in writing and submitted to the Mission Public Works Office, 4775 Lamar Avenue, Mission, Kansas 66202 or to jbelger@missionks.org. If deemed necessary, an explanation or interpretation made may be in the form of a written Addendum issued by the City of Mission and furnished to all Bidders. Signed acknowledgment of receipt of each Addendum must be submitted with the Bid. Oral or other explanations or interpretations given will not be binding.

Potential Bidders should contact John Belger with the City of Mission Public Works Office at (913) 676-8381 or jbelger@missionks.org to be sure to receive any addenda.

4. SUBMISSION OF BIDS.

A. ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE AND PRESENTED BY THE BIDDER, HIS OR HER AGENT OR ATTORNEY, OR SENT BY MAIL, TO THE CITY OF MISSION, KS, 6090 WOODSON, MISSION, KS 66202, PRIOR TO THE DATE AND TIME INDICATED IN THE NOTICE TO BIDDERS.

B. Any Bid received after the deadline for Bid submission will not be opened and will be returned to the Bidder indicated on the envelope. Oral, telephone or telegraph bids will not receive consideration. No Bidder may submit more than one Bid. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the title, "2015 Chip Seal Program, Mission, KS" clearly legible.

5. OPENING OF BIDS

All Bids that have been duly received will be publicly opened at the time, date and location specified in the Invitation for Bid. All such Bids and supporting documents shall become public information following the bid opening and shall be available for inspection by interested parties in accordance with the Kansas Open Records Act.

6. BIDS TO REMAIN OPEN

Each publicly opened Bid shall remain binding upon the respective Bidder for sixty (60) calendar days

following the date of the Bid opening unless the Bidder and City agree to an extension of time. The City may, in its sole discretion, release any Bid and return the Bid surety prior to that date.

7. MODIFICATIONS OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn in writing and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bidders requesting modification or withdrawal of their Bid may be required to show identification to verify their authority to withdraw their Bid. Bids may not be withdrawn or modified following the opening of Bids.

8. AWARD OF CONTRACT

A. Award of contract will be made to the lowest and best, responsive and responsible Bidder whose Bid is considered to be the most advantageous to the City.

B. The City reserves the right to reject any and all Bids and any part of a Bid; and to waive informalities, technical defects, and minor irregularities in Bids received.

C. The City of Mission will endeavor to furnish the Successful Bidder with a Notice of Award within sixty (60) days of the Bid opening.

9. BID SECURITY

A. All Bids shall be accompanied by a Bid Bond executed by a surety company authorized to do business in the state of Kansas, or a certified check or cashier's check issued on a responsible bank, in an amount not less than five percent (5%) of the Bidder's proposed Bid. The Bid Bond or Certified Check shall be made payable to the City of Mission, Kansas and shall become the property of the City as liquidated damages and not as a penalty if the Successful Bidder fails to enter into an agreement with the City and furnish the required bonds and insurance.

B. The Bid Bond or Certified Check of any Bidder whom the City believes to have a reasonable opportunity of receiving the award may be retained by the City until an agreement has been executed by all parties for the proposed Work, or until the sixty-first (61st) calendar day following the Bid opening unless the Bidder and City agree to an extension of time.

10. BID FORMS

A. The Bid Form is included in the Bid Documents and itemized as "Exhibit 1 - City of Mission - Chip

Seal Program 2015". Bid Forms must be completed in ink or be typewritten. In the event of any discrepancy between the unit prices and the extended totals, the unit price shall govern.

B. Bids by a corporation must be executed in the corporate name and signed by a duly authorized corporate officer. If the bidder is a partnership, it shall be signed by one of the partners authorized to execute the documents. All names must be typed or printed below the signature.

C. Acknowledgment of receipt of all Addenda must be indicated on the Bid Form.

11. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid and Contract Documents.

12. QUALIFICATIONS OF BIDDERS

A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the City's request, satisfactory written evidence, such as financial data, previous experience, present commitments and such other data as may be requested by the City to demonstrate the Bidder's qualifications to perform the Work.

13. SUBCONTRACTORS

A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the City's request, a separate list of proposed subcontractors or suppliers who will perform or supply principal portions of the Work or equipment required to complete the Work.

B. The experience, performance and ability of each subcontractor and supplier who is proposed to perform principal portions of the Work shall be considered in the award of the contract and each subcontractor or supplier may be required to furnish experience and qualification statements prior to the award of the Contract.

C. Following submittal of the proposed sub-contractor(s) or suppliers, the City shall provide to the Contractor written acceptance or objection within 10 days following the date of receipt by the City. If no written response is provided within 10 days, this will indicate acceptance by the City.

14. EXAMINATION OF BID DOCUMENTS AND SITE

Before submitting a Bid, Bidders shall carefully examine the maps, read the specifications and all other Bid Documents, and visit the site(s) of the proposed Project. Bidders shall inform themselves prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their Bid all costs associated with the performance of the Work as set forth in the Bid Documents. By the submission of a Bid, the Bidder represents that such an examination has been made.

15. BONDS

A. Performance Bond. The successful bidder shall furnish a performance bond in the amount of one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. The performance bond shall be for a period of two (2) years guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.

B. Statutory Bond. The Successful Bidder shall furnish the supplied Statutory Bond in an amount equal to one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. Such Bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Immediately following execution of the agreement, said Bond shall be filed by the Contractor with the City Clerk of the City of Mission, Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of said Bond.

C. Maintenance Bond. The Successful Bidder shall furnish the supplied Maintenance Bond in an amount one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. The maintenance bond shall be for a period of two (2) years, from and after the completion of said improvement and acceptance thereof. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such Bond shall be furnished by the Contractor immediately following the completion of the Project and acceptance thereof by the City.

D. All bonds shall be executed on the forms included within the Bid Document and must be accompanied by a "Power of Attorney" and a letter from the surety company's attorney-in-fact granting the City the authority to date the bonds and power of attorney the same date as the date of the Agreement.

16. INSURANCE & INDEMNITY

A. INSURANCE

Contractor shall procure and maintain at its sole cost and expense, throughout the duration of this contract, the following insurance coverage:

a. Coverage & Minimum Limits of Liability Required:

(1) COMMERCIAL GENERAL LIABILITY

\$500,000 per Occurrence

\$500,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, written on a post-1998 occurrence form or equivalent, shall apply to all premises and operations of Contractor and its products and completed operations, and subcontractor(s) and consultants. Such coverage shall also include extensions to provide contractual liability, broad form property damage, explosion, collapse, and underground coverage, include employees as insureds, apply both on and away from the premises referred to in the contract, and contain a per job/per project aggregate endorsement.

(2) AUTOMOBILE LIABILITY

\$500,000 per Accident

A combined single limit of liability as respects bodily injury and property damage is to be provided in the amount noted above. This shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract.

(3) WORKERS COMPENSATION – STATUTORY & EMPLOYERS LIABILITY

\$500,000 Each Accident

\$500,000 Policy Limit – Disease

\$500,000 Each Employee - Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage, and with no exclusions of subcontractor or any otherwise excludable personnel.

(4) UMBRELLA/EXCESS LIABILITY

\$3,000,000 per Occurrence

\$3,000,000 Aggregate

A combined single limit of excess liability to apply over and above all coverages noted above, with terms and conditions consistent with those of the underlying coverage, not any more restrictive.

(5) CONTRACTOR'S POLLUTION LIABILITY

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, shall apply to any and all liability emanating on or from premises involving the operations of Contractor, and/or subcontractor(s) and consultants, including their products and completed operations. In addition to third party liability, such coverage shall also include on-site cleanup and remediation as well as off-site cleanup and remediation.

(6) PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

\$500,000 per Claim

\$500,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, shall apply to any and all actual or alleged wrongful acts, errors and omissions, resulting in claim(s) for damages related to the work involving the operations of Contractor, and/or subcontractor(s) and consultants.

(7) MANAGEMENT LIABILITY/EMPLOYMENT PRACTICES

\$500,000 Per Claim

\$500,000 Aggregate

The limits of liability are to be provided in the amounts noted above. This coverage, shall apply to any and all actual or alleged wrongful acts, errors and omissions, resulting in claim(s) for damages related to employment practices involving the Contractor, and/or subcontractor(s) and consultants. Coverage must be endorsed to extend to claims alleged by non-employee third parties.

b. Other Requirements:

(1) The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage of the Contractor and City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor and/or City in relation to the contract.

(2) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

(3) Where allowable by law, Contractor agrees to waive its right of recovery against City for all claims and suits against City. In addition, where allowable by law, its insurers, through policy endorsement, waive their right of subrogation against City for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against City for loss of its owned or leased property or property under its care, custody, or control.

(4) Contractor's insurance policies through endorsement must include wording which states that the

policy shall be primary and noncontributing with respect to any insurance carried by City. The certificate of insurance must reflect that the above wording is included in evidenced policies.

(5) All policy(ies) required above (excluding Workers Compensation, Professional Liability/Errors & Omissions, and Contractor's Pollution Liability) shall include a severability of interest endorsement and shall name City as an additional insured with respect to the work performed under this contract. Severability of interest and naming City as additional insured shall be indicated on the certificate of insurance, including adding products and completed operations to the Liability policy.

(6) Contractor is not allowed to self-insure without the prior written consent of City. If granted by City, any deductible, self-insured retention, or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all City liabilities that would otherwise, in accordance with the provisions of this contract, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

(7) Prior to commencing the work, Contractor shall furnish to, and have received approval by City, or City's designated representative, an acceptable certificate(s) of insurance including an original signature of the authorized representative of the participating insurer, evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify City in writing at least 60 days prior to any cancellation, non-renewal, substitution, or material alteration which would have an adverse effect on the coverage pertaining to this contract. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect. Annually, Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than two weeks prior to the expiration, cancellation, or termination, Contractor will provide city with a new additional insured endorsements, naming City as additional insured.

(8) All insurance policy(ies) shall be written by insurance company(ies) acceptable to City and with a current Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas.

(9) Contractor represents that this contract has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this contract. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

(10) The City shall have the right, from time to time, to reasonably modify the required insurance coverage to reflect then-current risk management practices in the construction industry and underwriting practices in the insurance industry.

(11) If any portion of the work is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain all insurance coverages and provisions as set forth herein,

naming City as an additional insured, and shall require that the subcontractor shall release, defend and indemnify City to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify City herein. Formal annual certificates of insurance shall be provided to evidence such coverage in force.

(12) Failure to provide and maintain evidence as required by this section shall entitle, but not require, City to terminate this contract immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

(13) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage.

(14) Contractor shall at its own expense, assume all responsibility for its equipment, tools, and other property used in the course of the performance of contract. Contractor will also assume full responsibility for his own and his employees own tools and equipment as well as for those tools and equipment of his subcontractors and their employees.

(15) For all policies of insurance with aggregate limits of liability, carried by Contractor, City must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

(16) Contractor shall notify City in writing within 10 days after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract. Contractor shall notify City as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

B. INDEMNITY

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor agrees to release, indemnify, save and hold harmless, and defend (at Contractor's sole expense), City, its officers, agents, employees, Mayor and City Council Members, volunteers, and agents (collectively, "indemnitees") for, from, and against any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the error, omission, or negligence or other actionable fault of the Contractor, his employees, agents, subcontractors and/or suppliers, whether active or passive. "Loss" means any and all loss, lien, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine (including without limitation, court costs, attorney's fees, consultant's fees, cost of defense, and costs of investigation, as well as removal, and remediation and governmental oversight costs related to any environmental issue) or otherwise (collectively "liabilities"), in connection with any action, proceeding,

demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder. The only liabilities with respect to which Contractor's obligation to indemnify the indemnitees does not apply, are liabilities to the extent proximately caused by the negligence or intentional acts or omissions of an indemnitee. Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this contract is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws. Personal Property Waiver – All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Contractor only, and no indemnitee will be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of an indemnitee.”

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions above \$5,000 must be declared and approved by the City Administrator.

D. Other Insurance Provisions. The following provisions shall apply:

1. Liability coverages. The General Liability coverage shall include contractual liability.

2. All Coverages. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits; except, after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the city.

E. Acceptability of Insurers. Insurance is to be placed with Kansas admitted insurers.

F. Verification of Coverage. The contractor shall furnish the city certificates of insurance effecting coverage required by the city. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be on forms received and approved by the city before work commences. The certificate of insurance shall contain verification that contractual liability coverage is in effect as pertains to the city project. When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The City reserves the right, at any time, to require complete, certified copies of all required policies.

G. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall furnish to the city separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.

17. NONRESIDENT CONTRACTORS.

A. If the Successful Bidder is a Contractor, as defined in K.S.A. 79-1008, who is a nonresident of the State of Kansas, such bidder must comply with one of the following:

1. Authorization: If the Contractor is a foreign corporation duly authorized to do business in the State of Kansas (K.S.A. 17-7301 et seq.), a copy of the Authorization issued by the Kansas Secretary of State, valid for the year in which the Work is commenced, shall be filed with the City prior to commencement of the Work.

2. Registration of Contract: If the total contract price or compensation exceeds \$10,000.00 nonresident contractors not duly authorized to do business in the state of Kansas shall register with the Department of the state of Kansas in accordance with the provisions of K.S.A. 79-1009, as amended. The Contractor shall be responsible for the payment of any fees associated with such registration.

18. TAXES AND FEE EXEMPTIONS

The City is exempt from taxes levied under the Kansas Retailers Sales Tax Act and the Kansas Compensating Tax Act and other local taxes. Tax Exemption Certificates will be provided by the City for those items which fall within the scope of the Contract and which may properly be exempt from such taxes.

19. DISCLAIMER OF LIABILITY

The City or any of its agencies will not hold harmless or indemnify any Bidder for any liability whatsoever.

20. ANTI-DISCRIMINATION

The Successful Bidder shall observe the applicable provisions of the Americans With Disabilities Act and the Kansas Acts Against Discrimination and shall not, in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin or ancestry, religious creed, or political affiliation in the admission or access to, or treatment or employment in, its programs or activities.

21. LIQUIDATED DAMAGES

Liquidated Damages in the amount set forth in the Bid and Contract Documents shall be assessed against the Contractor for failure to complete the Project by the designated completion date.

22. MATERIAL SAFETY DATA SHEETS

Prior to entering into an agreement with the City, the Successful Bidder shall be required to furnish to the City of Mission the following information for each chemical product offered, sold, transferred, handled or used for the proposed Work under this Agreement:

1. Material Safety Data Sheet(s) (MSDS) containing the information and data as required by 29 C.F.R. 1910.1200.
2. Product data sheets/product technical specifications.

23. COPIES OF CONTRACT DOCUMENTS

Copies of the maps and specifications for use in preparing Bids may be obtained as follows:

- A. Copies of the Contract Documents may be obtained from the Office of the City Clerk, City of Mission, KS, 6090 Woodson, Mission, KS 66202.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. CITY in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

END OF INSTRUCTIONS TO BIDDERS

BID

CITY OF MISSION, KANSAS
2015 CHIP SEAL PROGRAM

THIS BID IS SUBMITTED TO:
CITY OF MISSION, KANSAS
6090 WOODSON
MISSION, KS 66202

A. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with CITY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within seven days after date of CITY'S Notice of Award.

C. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date	Signature of Receipt
<hr/>		
<hr/>		

2. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

3. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional

examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

4. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6. BIDDER has given CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER.

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

8. BIDDER is familiar with and understands the Overland Park Collector/Thoroughfare Chip Seal Application Standards as described in Article 1.2 of the Contract Documents and can perform the work itemized in this agreement according to those standards.

D. BIDDER will complete the Work for the following prices. Quantities are not guaranteed. Final Payment will be based on actual quantities.

Bid Table

<u>ITEM</u>	<u>EST. QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Bituminous Surface Treatment- Overland Park Collector/Thoroughfare Specification				
a. Chip Seal Manipulation	34,449	SY @	<u>.78¢</u>	= <u>\$26,870.22</u>
b. Chip Seal Emulsion	34,449	SY @	<u>.71¢</u>	= <u>\$24,458.79</u>
c. Chip Seal Aggregate	34,449	SY @	<u>.49¢</u>	= <u>\$16,880.01</u>
2. Sweeping				
a. First Sweeping	1	LS @	<u>\$4,885.00</u>	= <u>\$4,885.00</u>
b. Second Sweeping	1	LS @	<u>\$4,885.00</u>	= <u>\$4,885.00</u>
3. Permanent Traffic Markings- (51st- Lamar to East City Limit, 56th- Broadmoor to Foxridge, Barkley- Johnson Drive to Martway)				
a. 4" Double Yellow	600	LF @	<u>\$ 3.30</u>	= <u>\$1,980.00</u>
b. 4" White	60	LF @	<u>\$ 5.50</u>	= <u>\$330.00</u>
c. 6" White (Crosswalk)	550	LF @	<u>\$ 4.40</u>	= <u>\$2,420.00</u>
d. 24" Stop Bar	14	EA @	<u>\$17.00</u>	= <u>\$238.00</u>
e. Turn Arrow	1	EA @	<u>\$380.00</u>	= <u>\$380.00</u>
<hr style="border: 0.5px solid black; margin-top: 10px;"/> SUB-TOTAL				= <u>\$83,327.02</u>
<hr style="border: 0.5px solid black; margin-top: 10px;"/> + 5% Contingency				= <u>\$4,166.35</u>
<hr style="border: 0.5px solid black; margin-top: 10px;"/> TOTAL BASE BID AMOUNT				= <u>\$87,493.37</u>

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 ROBERT HARBOUR, JR.

E. The bidder agrees that the work will be substantially completed within 60 days from the date when the Contract Time commences to run and completed and ready for final payment within 60 days from the date when the Contract Time commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

F. The following documents are attached to and made a condition of this Bid:

- Required Bid Security in the form described in the Instructions to Bidders
- Exhibit 1 - City of Mission - Chip Seal Program 2015 Details & Map
- Chip Seal Mix Design Specifications

G. Communications concerning this Bid shall be addressed to the following:

Name: BOB HARBOUR

Organization: HARBOUR CONSTRUCTION, INC.

Address: 2717 S. 88TH STREET

City, State, Zip: KANSAS CITY, KANSAS 66111

Phone: 913-441-2555

Email: DPROCK@EVEREST.KC.NET

H. The terms used in this Bid which are defined in the Instructions to Bidders included as part of the Contract Documents have the meanings assigned to them in the Instructions to Bidders.

SUBMITTED on June 16, 2015.

If BIDDER is:

An Individual

By _____
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____
(Firm Name)

(General Partner)

Business address: _____

Phone Number: _____

A Corporation

By HARBOUR CONSTRUCTION, INC.
(Corporation Name)

KANSAS
(state of incorporation)

By Robert Harbour Jr.
(name of person authorized to sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest Pat Harbour
(Secretary)

Business address: 2717 S. 88TH STREET
KANSAS CITY, KANSAS 66111

Phone Number: 913-441-2555

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint ventures must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Harbour Construction, Inc.

2717 S. 88th Street, Kansas City, KS 66111

as Principal, hereinafter called the Principal, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of OK

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Mission, Kansas

City Hall, 6090 Woodson, Mission, KS 66202

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2015 Chip Seal Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of June, 2015

Harbour Construction, Inc.

(Principal)

(Seal)

By:

Robert Harbour Jr.
ROBERT HARBOUR JR. PRESIDENT

(Title)

Granite Re, Inc.

(Surety)

(Seal)

By:

Kerry A. Marvel
Attorney-in-Fact Kerry A. Marvel

(Title)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ERLE D. BENTON; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

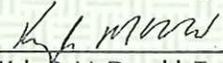
ERLE D. BENTON; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30th day of September, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





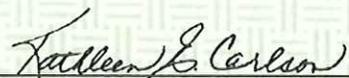
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 30th day of September, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

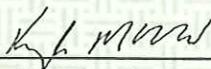
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 16th day of June, 2015.





Kyle P. McDonald, Secretary/Treasurer

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Mission, Kansas, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the CITY, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and WHEREAS, the CITY, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvass determined and declared the CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefore, for the unit costs named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows:

ARTICLE I: Work

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expense, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and required by the Contract Documents.

1.2 As used herein, Work shall mean and comprise the entire construction of:

A. Description

This work shall consist of approximately 34,449 square yards of Chip Seal to be applied to a previously prepared surface. CONTRACTOR recognizes the work itemization in Exhibit I (attached).

B. Materials

Aggregate to be used as cover material for bituminous sealing of streets shall be crushed granite, as set forth below:

Aggregate

Percent Retained on Square Mesh Sieves

½”	¾”	#4	#8	#30	Pan
0	0	0-35	35-100	95-100	99-100

Type: Crushed granite (Granite Mountain Quarries) or trap rock, no asphalt pre-coat required. Aggregate color for granite shall be similar to a light brownish gray (Munsell 5YR 4/1) or darker.

a. Aggregate Testing

The Contractor shall furnish the Project Engineer test results as specified under Section 1108 of the Kansas Department of Transportation, Standard Specification, the latest special provisions issued by KDOT. Aggregate must have a minimum soundness of .90 and a maximum wear of 30% as defined in 1108.2b, and should not exceed the allowance for deleterious substances as defined in 1108.2c, except that the material passing the No. 200 sieve prior to precoating cannot exceed 5% for limestone aggregates.

The contractor will also furnish the Project Engineer the results of the ASTM-D6928-08 modified as follows:

Aggregate for the test sample shall be an oven dried sample of 1500 g +/- 5 g as follows

Passing	Retained	Mass
4.75-mm	2.38-mm	1500 g

Perform procedure 9.3 by running the machine for 95 minutes

Maximum permitted loss for the finer gradations specified when testing using ASTM-D6298-08 as modified above is 15% for granite aggregate and 30% for limestone aggregate used in residential street applications. Test shall be performed from representative samples of the first 500 tons produced, second 1,000 tons produced, and 1,000 tons produced thereafter; at the supplier’s expense. The contractor shall have at all times a minimum one day supply of aggregate.

Bituminous Material

A copy of the test report on the emulsified asphalt from the oil refinery shall be submitted to the Project Engineer a minimum of 15 days prior to any operations. The modified asphalt emulsion shall conform to Special Provision 07-12001-R01 when tested in accordance with the specified test method. The asphalt emulsion shall be polymer modified as noted and shall be pre-approved or certified CRS-IHP.

C. Construction Requirements

a. Selection of Initial Asphalt and Cover Material Application Rate

Prior to the start of construction, the Contractor shall determine the initial rate of application of bituminous material and cover material using the KDOT Bituminous Sealing Design method. This design method is presented in Part IV of the current KDOT Construction Manual. A calculation sheet is included in this section. For granite, use a theoretical aggregate rate factor of 0.94 to calculate the initial aggregate application rate. This design will determine the aggregate rate for payment, and will determine the basic emulsion rate that may be adjusted for varying road conditions during construction.

b. Preparation of Road Surfaces

Prior to the application of bituminous material, the surface to be treated shall be cleaned and swept of all foreign material and dust. Dispersion of dust and debris in the air and surrounding environment shall not be allowed.

c. Protection of Utilities

Utility covers, manholes, grated inlets, curb inlets, and traffic device covers located in the roadway shall be protected from coverage and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing, and cleaning following application. The method used to protect, reference, locate, and clean shall be submitted by the Contractor and shall be subject to approval by the Project Engineer. All such materials shall be removed and properly disposed of by the Contractor at the end of each workday.

d. Maintenance of Traffic

All construction operations shall be coordinated to result in the least practical delay of traffic. One way traffic shall be maintained at all times. The Contractor shall provide traffic control as necessary to conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The work shall be coordinated so that traffic will be permitted upon the sealed surface within 15 minutes after pneumatic rolling is completed.

e. Temporary Lane Markings

The Contractor shall place temporary raised pavement markers on existing pavement markings prior to placing chip seal. The Contractor shall ensure both sides of the markers are clearly visible after placing the chip seal. Prior to application of the final pavement marking the chip seal markers shall be removed by cutting flush with the surface of the chip seal. Payment for these items are considered subsidiary to the work.

f. Weather Limitations

Bituminous sealing shall be done only during the contract period specified. Ambient air temperatures must be a minimum of 60 degrees Fahrenheit and rising. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist:

1. Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.
2. The existing pavement temperature is 130 degrees Fahrenheit or above
3. If pavement has standing surface water and/or pavement surface is saturated
4. Within 12 hours after a ¼ inch or more rain

g. Application of Modified Bituminous Material

Material shall be applied at the design rate expressed as asphalt residual in gallons per square

yard. Application temperatures shall be between 150 degrees and 185 degrees Fahrenheit. If the design application rate is not the optimum application due to gradation of the aggregate, the absorption of aggregate, surface temperature, or due to existing surface conditions of the pavement, immediately notify the Project Inspector and document the starting point of the new rate. Prior to application, ensure sufficient cover aggregate is available for immediate application. The Contractor shall ensure even application volume and profile at start and stop points. All non-machine chip seal application shall be performed before moving to a new area. The spread length of bituminous material shall not exceed that which can be covered immediately. Under no circumstance shall the bituminous material remain uncovered long enough to impair retention to the cover material.

h. Application of Aggregate

Immediately following the application of the bituminous material, apply cover aggregate uniformly without ridges or laps at the design rate per square yard, adjusted as directed by the Project Engineer to produce a minimum of excess loose particles. Apply cover aggregate at a rate necessary to provide full coverage of the bituminous material to avoid tracking. If the target application rate is not the optimum application rate due to gradation of the aggregate or due to existing surface conditions of the pavement, immediately notify the Project Engineer and document the point of the new rate. At no time shall tires of the dump trucks or aggregate spreader come in contact with the fresh bituminous material. Prior to rolling, correct deficiencies in application of cover aggregate in a manner satisfactory to the Project Inspector. At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by mass (dry unit weight) of the aggregate. In no case shall free moisture be draining from the dump truck. After rolling, protect the surface from traffic damage during the period required for the bituminous material to cure sufficiently to prevent dislodging of aggregate particles by normal traffic. During this period, correct deficiencies of cover aggregate by spreading additional aggregate or by light brooming.

i. Manipulation

Immediately following the application, aggregate shall be imbedded by pneumatic tired rollers. Initial rolling of the chip seal shall consist of a minimum of 1 complete coverage and shall begin within 90 seconds after placement of aggregate. The distance between the rollers and chip seal spreader shall at no time exceed 200 feet. A minimum of 3 complete coverages with pneumatic tired rollers shall be made on the chip seal within 10 minutes after the application of the cover material. Rollers shall be ballasted to a minimum weight of 10 tons.

j. Sweeping

All streets shall be swept at least twice following the chip seal application. Loose aggregate shall be removed from the surface of the street as soon as the bituminous material has cured enough to prevent damage by sweeping within a period not to exceed 24 hours after surface treatment. Loose aggregate displaced on driveways and sidewalks shall be blown into the street prior to the first sweeping. Streets shall be swept again 72 hours or less after the initial sweeping, or as approved by the Project Engineer. Loose aggregate on driveways and sidewalks shall be blown into the street prior to the second sweeping.

k. Acceptance

During the application of chip seal, the work will be inspected for deficiencies resulting from

poor workmanship, flushing, tracking from equipment, surface patterns, loss of aggregate, sweeping, unsealed areas, and minimum overlap on joints.

D. Permanent Pavement Markings

All permanent pavement markings shall be provided and installed by the Contractor as specified in the plans or as directed by the City Inspector. Pavement markings on chip seal treated surfaces shall be of high build paint or approved alternate. Placement of permanent marking shall take place following the second sweeping. All markings must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).

1.4 Any and all references to Engineer as used in the Contract Documents shall be reasonably interpreted and construed to mean or refer to the City.

ARTICLE 2: Contract Time

2.1 Completion. The CONTRACTOR shall complete the Work within 60 consecutive calendar days from the date when the Notice to Proceed is issued, unless a different completion date is stated in the Notice to Proceed.

2.3 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the agreed upon time as specified, plus any extensions thereof allowed in accordance with the Contract Documents, CITY and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay CITY Five Hundred Dollars (\$ 500.00) for each and every calendar day that expires following the time specified. CITY shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE 3: Contract Price

3.1 CITY shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the price set forth in the Authorization at the unit costs set out in CONTRACTOR's Bid. Bid prices are firm and will not be altered regardless of changes in the asphalt index.

ARTICLE 4: Payment Procedures

4.1 CITY shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR to the Director of Public Works or his agent and processed in accordance with the Contract Documents.

4.2 The Director of Public Works or his agent shall review, approve and forward undisputed requests for

payment to the CITY within seven (7) business days of receipt from the CONTRACTOR.

4.3 The payment of amounts due a CONTRACTOR from the CITY, except retainage, shall be made within 30 days after the CITY receives a timely, properly completed, undisputed request for payment from the Director of Public Works or his agent, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after the CITY receives such payment request.

4.4 If the CITY fails to pay a CONTRACTOR within the time period set forth in subsection 4.3 the CITY shall pay interest computed at the rate of 10% per annum on the undisputed amount to the CONTRACTOR beginning on the first business day after the payment was due.

4.5 Progress Payments. CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. Upon CITY's approval of CONTRACTOR's Application for Payment, CITY will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

4.5.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

1. Ninety percent (90%) with ten percent (10%) retained until the Work is substantially complete.
2. When the Work is substantially complete the retained amount may be reduced to five percent (5%) of the value of the Work which is substantially complete, provided that the CONTRACTOR is making satisfactory progress in cleanup and restoration and there is no specific cause for greater withholding.

4.5.2 CITY must release the retainage on any undisputed requested payment due within 30 days after substantial completion of the project; however, if any subcontractor is still performing work on the project under its subcontract, CITY may withhold that portion of the retainage attributable to such subcontract until 30 days after such work is completed.

4.5.3 If CITY fails to pay retainage, if any, pursuant to the terms of a contract for public construction or as required by Kansas Fairness. In Public Construction Contract Act, the CITY shall pay interest to the CONTRACTOR, beginning on the first business day after the payment was due, at a rate of 10% per annum.

4.5.4 Nothing in this section shall prevent early release of retainage if it is determined by the CITY and CONTRACTOR that a Subcontractor has completed performance satisfactorily and that the Subcontractor can be released prior to substantial completion of the entire project without risk or additional cost to the CITY or CONTRACTOR. Once so determined, the CONTRACTOR shall require such adjustment in retainage, if any, from the CITY as necessary to enable the CONTRACTOR to pay the Subcontractor in full, and the CITY shall, as part of the next contractual payment cycle, release the Subcontractor's retainage to the CONTRACTOR, who shall, as part of the next contractual payment

cycle, release such retainage as is due to the Subcontractor.

4.6 Final Payment. Upon completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price in accordance with the applicable provisions of the Contract Documents.

ARTICLE 5: Termination/Suspension of Contract

5.1 CITY May Suspend Work

A. At any time and without cause, CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefore.

5.2 CITY May Terminate for Cause.

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule;
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of Public Works Director; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 5.2.A occur, CITY may, after giving CONTRACTOR (and Surety) seven (7) days written notice of its intent to terminate the services of CONTRACTOR:

1. exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion),
2. incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and
3. Complete the Work as CITY may deem expedient.

A. If CITY proceeds as provided in this and Paragraph 5.2.B, CONTRACTOR shall not be entitled to

receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CITY arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Public Works Director, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph CITY shall not be required to obtain the lowest price for the Work performed.

B. Notwithstanding Paragraphs 5.2.B and 5.2.C, CONTRACTOR's services will not be terminated if CONTRACTOR begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

C. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

5.3 City May Terminate For Convenience:

A. Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract. In such case, CONTRACTOR shall be paid for (without duplication of any items):

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5.4 CONTRACTOR May Suspend Work or Terminate.

A. If, through no act or fault of CONTRACTOR, (i) the Work is suspended for more than 90 consecutive days by the CITY or under an order of court or other public authority, or (ii) if any undisputed payment is not made by the payment date established in Article 4, the CONTRACTOR upon seven (7) days after written notice to the CITY, shall, without prejudice to any other available remedy, be entitled to terminate the Contract.

B. In lieu of terminating the contract, without prejudice to any other right or remedy if any undisputed payment is not made by the payment date established in Article 4, the CONTRACTOR upon seven (7) business days' written notice to the CITY, without prejudice to any other available remedy, be entitled to suspend further performance until payment, including applicable interest, is made. The contract time affected by the suspension shall be extended appropriately and the contract sum for the contract shall be increased by the suspending party's reasonable costs of demobilization, delay and remobilization.

ARTICLE 6: Contract Documents

The Contract Documents, which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following which are hereby incorporated herein:

- Invitation to bid
- Instructions to Bidders
- Performance and other bonds, as required in the Instructions to Bidder
- Contract Documents
- Notice of Award
- Notice to Proceed
- CONTRACTOR's Bid
- Map of work locations
- Chip Seal mix design

WHEREOF, CONTRACTOR and CITY have caused this Agreement to be executed by their duly authorized representatives in seven (7) counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

CITY
City of Mission, KANSAS

By: _____

By: _____

Printed name and title

Steve Schowengerdt, Mayor

[SEAL]

[SEAL]

ATTEST:

ATTEST:

By: _____

By: _____

Printed name and title

Martha Sumrall, City Clerk

APPROVED AS TO FORM:

By: _____

David Martin, City Attorney

PERFORMANCE BOND

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter referred to as the Obligee, in the penal sum of _____ Dollars (\$ _____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Contractor has, on the _____ day of _____, 20____, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Bid Request No. _____ on file with City of Mission, 6090 Woodson, Mission, KS 66202.

NOW, THEREFORE, if the Contractor shall and will, in all particulars, will, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bids, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Contractor under the agreement and any amendments thereto, less the amount paid by the Obligee to the Contractor.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension

of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal

By _____(SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

BOND NO. _____

MAINTENANCE BOND

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter called the Oblige, in the penal sum of _____ Dollars (\$_____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, on the _____ day of _____, 20____, the Contractor entered into a written agreement for Bid Request No. _____ with the Oblige for the construction, reconstruction or repair of certain public improvement(s) as designated and described in the said agreement; and

WHEREAS, it was a condition of the contract award by the obligee that these presents be executed by the Contractor and Surety aforesaid; and

WHEREAS, the Contractor agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Oblige so accepts said work, said date being the formal acceptance date of the work.

NOW, THEREFORE, if the Contractor shall and will, in all particulars, will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Oblige against all damages, losses and expenses which may occur to Oblige, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction, reconstruction or repair of said public improvements(s); and shall guarantee the above work for a period of two (2) years from date formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Oblige.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal

By _____(SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

**STATUTORY BOND
TO THE
STATE OF KANSAS**

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the STATE OF KANSAS in the penal sum of _____ Dollars (\$ _____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Contractor has on the _____ day of _____, 20____, entered into a written agreement with the City of Mission, Kansas, hereinafter called the City, for furnishing all tools, equipment, materials and supplies and performing all labor and incidentals thereto necessary in connection with the public improvements described in said agreement, all in accordance with the specifications and other Contract Documents titled "2015 Chip Seal Program, City of Mission, KS".

NOW, THEREFORE, if the Contractor or the Subcontractor(s) of the Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Contractor or the Subcontractor(s) of the Contractor fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the City. The Surety further agrees that any persons to whom there is due any sum for such public improvements as hereinabove

stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal
By _____ (SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

Filed with the City Clerk of Mission, Kansas, this _____ day of _____, 20____.

City Clerk

Section ID	Branch	From	To	Length	Width	Area
61T-01	61st Terrace	Roe Avenue	Cedar Street	670.74	22	14756.28
61T-02	61st Terrace	Cedar Street	Juniper Street	553.33	22	12173.26
BRK-03	Barkley Street	Johnson Drive	58th Street	613.65	40	24546
RDR-08	Reeds Road	53rd Street	52nd Street	640.89	23	14740.47
RDR-09	Reeds Road	52nd Street	51st Street	675.71	24	16217.04
ROS-04	Rosewood Street	Rock Creek Lane	60th Terrace	384.77	23	8849.71
WAL-02	Walmer Street	Johnson Drive	58th Street	667.85	24	16028.4
WAL-03	Walmer Street	58th Street	57th Street	662.9	24	15909.6
WDS-05	Woodson Street	58th Street	57th Street	663.15	24	15915.6
WDS-06	Woodson Street	57th Street	56th Street	665.45	24	15970.8
WDS-07	Woodson Street	56th Street	55th Street	665.38	24	15969.12
WDS-08	Woodson Street	55th Street	53rd Street	1341.63	24	32199.12
WDS-09	Woodson Street	52nd Street	51st Street	337.52	24	8100.48
WDS-10	Woodson Street	Outlook Street	49th Street	788.1	24	18914.4
53S-10	53rd Street	Walmer Street	Riggs Street	331.68	23	7628.64
53S-11	53rd Street	Riggs Street	(dead end)	315.2	23	7249.6
HTS-05	Horton Street	55th Street	54th Terrace	268.5	23	6175.5
HTS-06	Horton Street	54th Terrace	54th Street	269.07	23	6188.61
HTS-07	Horton Street	54th Street	53rd Place	266.93	22	5872.46
HTS-08	Horton Street	53rd Place	53rd Terrace	266.61	22	5865.42
HTS-09	Horton Street	53rd Terrace	53rd Street	272.85	22	6002.7
ROS-05	Rosewood Street	60th Terrace	(dead end)	231.31	23	5320.13
WDR-01	Woodson Road	Shawnee-Mission Parkwa	62nd Street	619.4	22	13626.8
55S-04	55th Street	Outlook Street	Woodson Street	331.69	24	7960.56
55S-05	55th Street	Woodson Street	Dearborn Street	254.16	24	6099.84
DBD-01	Dearborn Drive	Lamar Avenue	Beverly Drive	810.9	23	18650.7
BVL-01	Beverly Lane	Beverly Avenue	57th Street	601.76	23	13840.48
OLD-01	Outlook Drive	Horton Drive	Beverly Drive	942.55	22	20736.1
						310,032

2015 Chip Seal Program

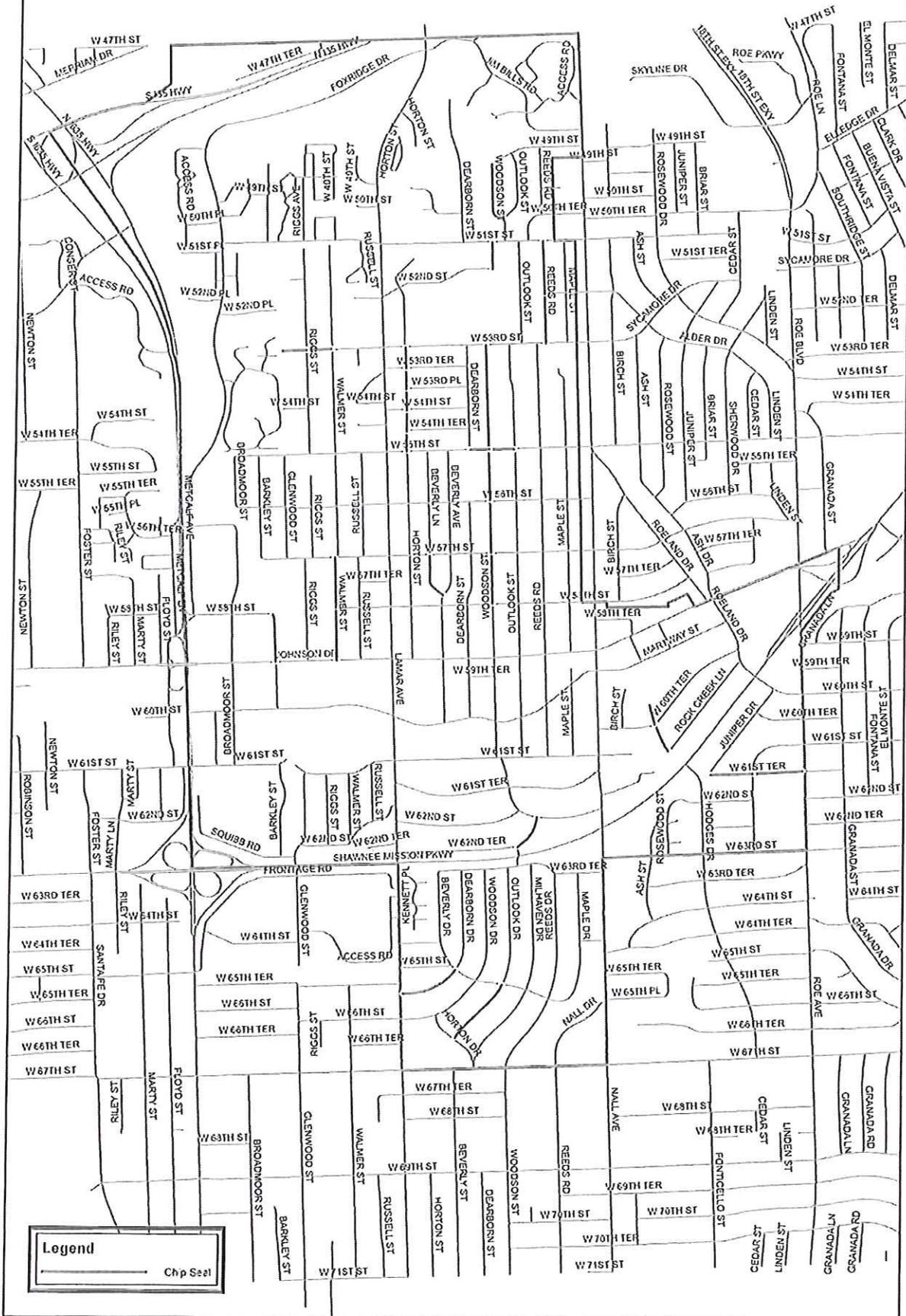
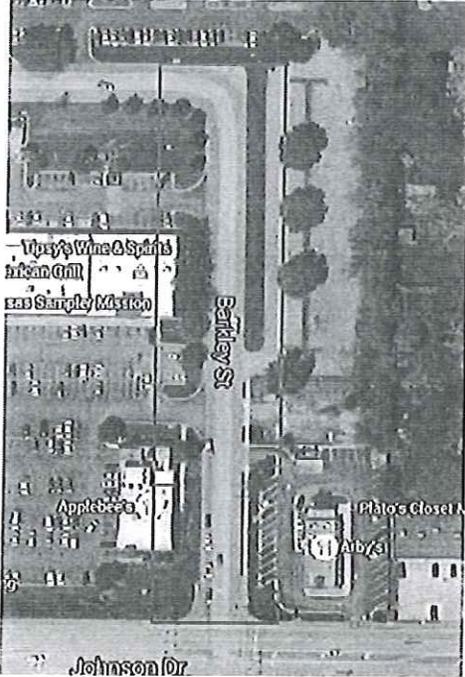


Exhibit 1 - 2015 Chip Seal Program

"Misc. Work Location Maps"

Barkley- Johnson Drive to 58th Street- Replace traffic markings to match existing. (Double yellow, crosswalk, stop bar, lane separation line, and turn arrow)



Woodson at 55th Street- Replace crosswalks and stop bars

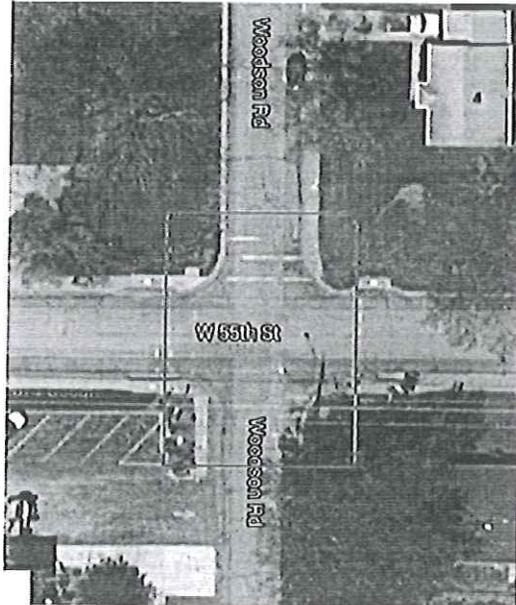
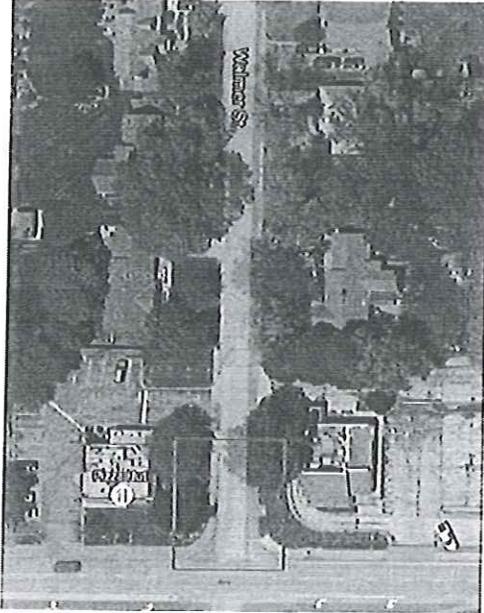
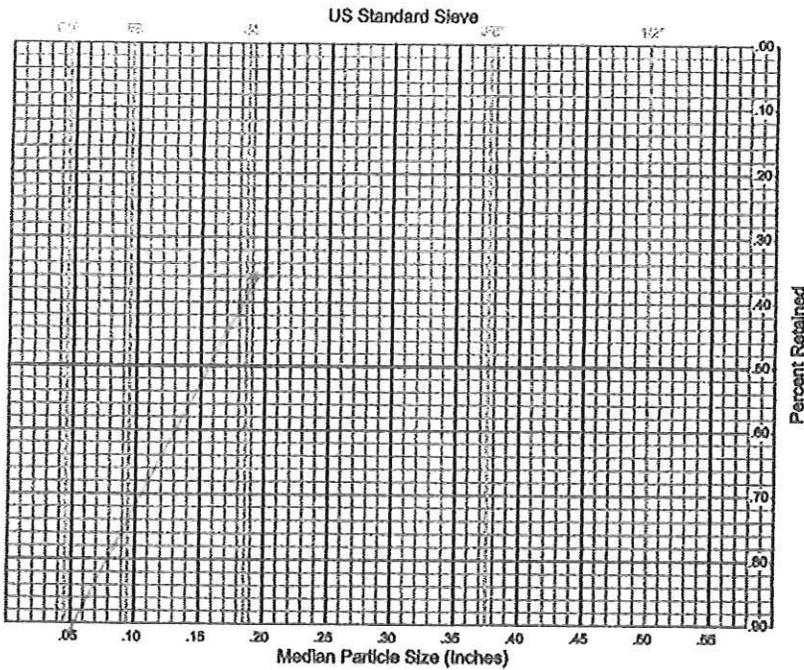


Exhibit 1 - 2015 Chip Seal Program

"Misc. Work Location Maps"

Walmer at Johnson Drive- Replace crosswalk and stop bar





Locate % Retained on two adjacent sieve sizes, read MPS from the intersection of the line between those points and the 50% retained horizontal line.

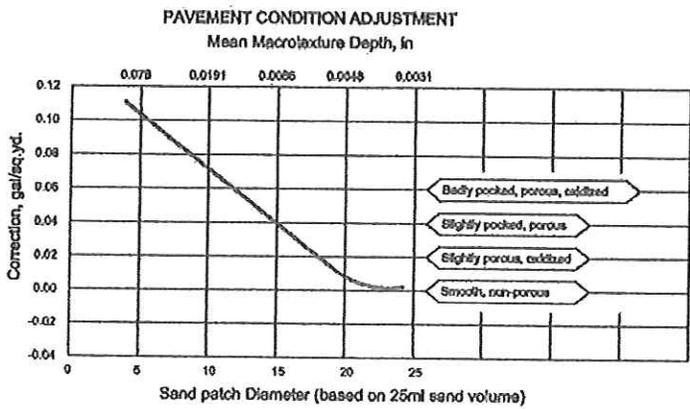
Emulsion Rate Calculation

1. Calculate Median Particle Size from Chart .18 inches
2. Multiply (1) by T.E. (0.84 for Collectors, 1.00 for Residentials) = Basic Residual Rate = .19 Gals/S.Y.
3. Pavement Condition Adjustment (Use Chart) = .02 Gals./S.Y.
4. Application Rate Adjusted for Absorption (.01/Gals/S.Y.) * % Agg_{Water Absorption} = .21 Gals/S.Y.
5. Residue Application Rate $R_s = (2) + (3) + (4) = .40$ Gals/S.Y. (Asphaltic Residue)
6. Revised Application Rate $R_E = R_s / (\% \text{Residue}) = .28$ Gals/S.Y. (Emulsion)

Aggregate Rate Calculation

1. Aggregate Rate $A_{base} = 36.0 / \text{MPS}$ (from above) = 225 S.Y./Cu.Yd.
2. Theoretical Maximum Aggregate Rate $A_A = A_{base} * 0.94 = 212$ S.Y./Cu.Yd.
3. Aggregate Rate = $27 / A_A * 62.4 * SG * (1 - \text{Voids}) * \text{AMF} = 18$ Lbs/S.Y.

SG = Aggregate Specific Gravity
 Voids = Voids in compacted aggregate (20-30% dependant on traffic, particle shape)
 AMF = Additional Material Factor (1.05-1.1)



Determine Mean Macrotexture Depth Using Colorado Procedure 77-13 Method B

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	6/24/2015
PUBLIC WORKS	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: 2015 Mill & Overlay Program

RECOMMENDATION: Approve a contract with Little Joe's Asphalt for the completion of the 2015 Mill & Overlay Program in an amount not to exceed \$171,961.47.

DETAILS: On Tuesday, June 16th, staff received bids from contractors for the 2015 Mill & Overlay Program. The bid results were as follows:

Bidder	Total Bid
KS Heavy Construction	\$205,946.37
Freeman Concrete Construction	\$204,125.04
O'Donnell and Sons	\$190,249.08
Little Joe's Asphalt	\$171,961.47

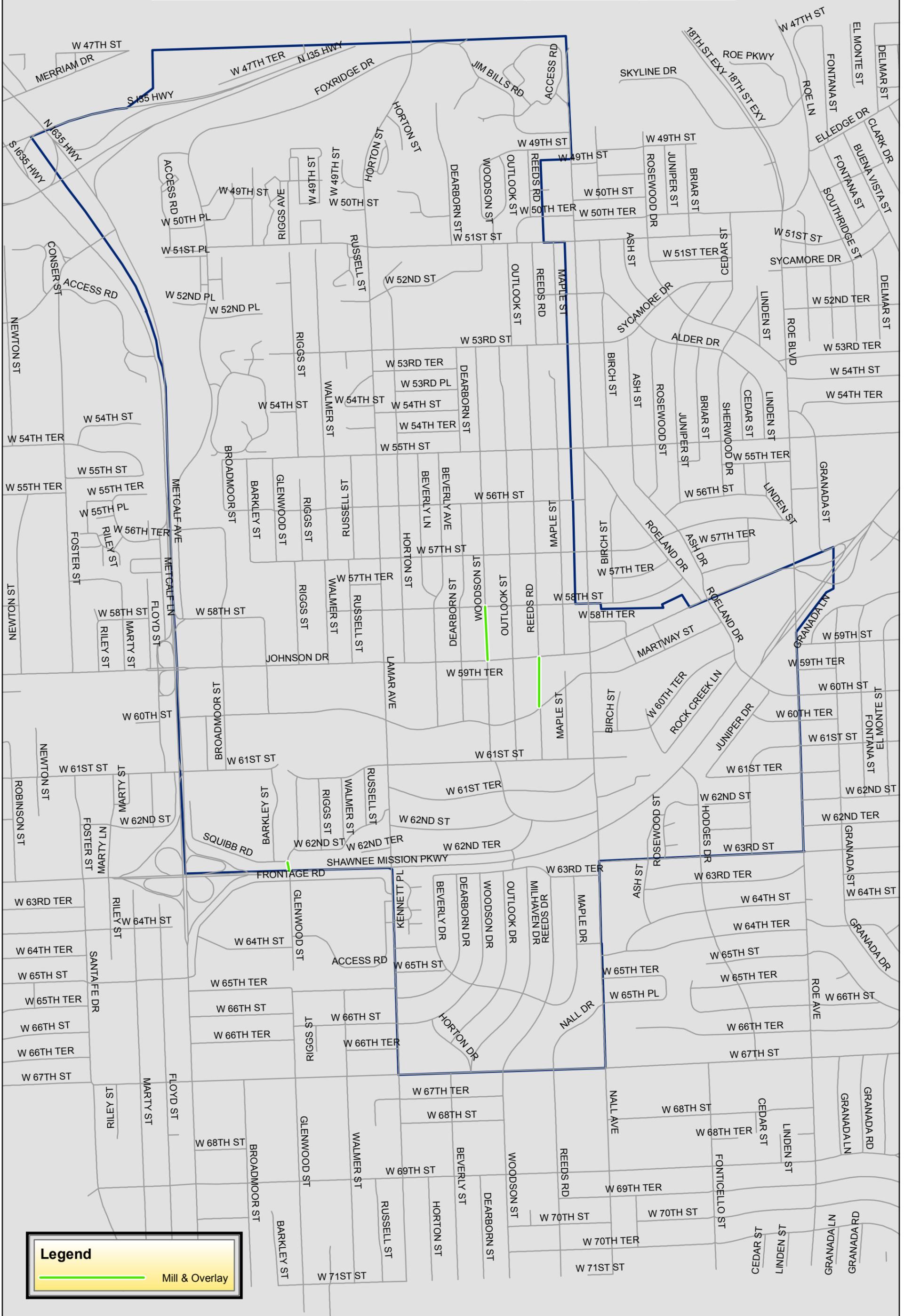
The Mill & Overlay Program focuses on repairing those streets with damaged surface asphalt which on the cusp of complete disrepair. It is one of two intermediate maintenance treatments the City uses to extend the life of the aging street infrastructure system.

If approved, this contract will mill & overlay approximately 1 lane mile of road, replace approximately 2000 linear feet of curb, replace 3500 square feet of sidewalk and make any necessary ADA improvements.

The bid documents submitted by Little Joe's as well as the proposed contract documents are attached. The contractor will have a 60 day window to perform the work after the finalized contract documents are signed by both parties.

Related Statute/City Ordinance:	Ordinance 1332
Line Item Code/Description:	03-90-801-11 Special Highway Fund
Available Budget:	\$280,000

2015 Mill & Overlay Program



Legend

— Mill & Overlay



Invitation to Bid

2015 Mill & Overlay Program

Public Works Department

Sealed bids will be received at City Hall, 6090 Woodson, Mission, KS 66202 until 2:00 p.m. on June 16th, 2015 for the "2015 Mill and Overlay Program" in the City of Mission, KS. Bids received after the above designated time will be returned unopened.

All bids that have been duly received will be publicly opened and read aloud at 2:00 p.m. at the same time and place at which the bids are due. Bids shall be submitted in accordance with the "Instructions to Bidders", available in conjunction with the Bidding Documents. Copies of the instructions to bidders, bid documents, and contract documents and specifications may be obtained from the City Mission Public Works Department. Please contact John Belger, Public Works Director, at (913)-676-8381 or jbelger@missionks.org or download the documents from www.missionks.org (link on the right side of the page under "Mission News").

All bids shall be submitted in sealed envelopes and marked "2015 Mill and Overlay Program".

Questions regarding this Invitation to Bid on the Mill & Overlay Program should be directed to the City's Public Works Director, John Belger, at (913) 676-8381 or jbelger@missionks.org.

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, and to perform all necessary labor for providing the following services in conformity with the Contract Documents.

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INSTRUCTIONS TO BIDDERS

The following instructions listed on this and subsequent pages shall govern and prevail in regard to the submission, consideration and award of this bid. Bidders are expected to check for and take note of any supplemental instructions to bidders that follow that may modify these instructions.

1. DEFINITIONS

The terms used in these Instructions to Bidders shall have the meanings set forth below, unless the context requires otherwise:

- A. "Addenda" means the written or graphic instruments issued by the City of Mission prior to the opening of Bids which modify or interpret the Bid Documents or Contract Documents by additions, deletions, clarifications or corrections.

- B. "Bid" means the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work in response to the Invitation for Bid.

- C. "Bidder" means the person, firm or corporation who submits a Bid for the work, labor, materials, supplies or equipment described in the proposed Bid and Contract Documents.

- D. "Bid Documents" or "Bidding Documents" mean and include the Invitation for Bid, Instructions to Bidders, the Bid Form, Bonds and all other bidding and contract forms to be modified consistent with these Instructions to Bidders and proposed Contract Documents, including General Conditions, Supplementary Conditions, Maps , Specifications, and all Addenda and modifications issued prior to the opening of Bids.

- E. "Bid Surety" means a bid bond or other indemnification device furnished by the Bidder which indemnifies the City against a Successful Bidder's failure to execute the Contract Documents and proceed with performance.

- F. "Bid Options" included in the contract are work components the City is interested in pursuing, but the execution of these items in the bid is contingent upon the winning bid price.

- G. "Bonds" mean and include the Bid, Performance, Statutory and Maintenance Bonds and other instruments of security.

- H. "Contract Documents" mean and include the written Agreement between the City and Contractor, and all Bid Documents, bonds and insurance.

- I. "Contractor" means the person, firm or corporation who enters into the Agreement with the City.

- J. "City" means the City of Mission, Kansas.

K. "Invitation to Bid" or "Notice to Bidders" means a solicitation of a formal sealed bid.

L. "Notice of Award" means the written notice issued by the City of Mission to the Successful Bidder stating that upon compliance by the Successful Bidder with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract Documents.

M. "Notice to Proceed" means a written notice issued by the City of Mission to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the Contract Documents.

N. "Project" means the total construction of which the Work performed under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

O. "Subcontractor" means the person, firm or corporation having a direct contact with the Contractor or any other subcontractor for the performance of a portion of the Work at the site.

P. "Successful Bidder" means the person, firm or corporation who is selected for award of a contract with the City.

Q. "Work" means and comprises the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents and includes all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

2. PREPARATION OF BIDS

A. A Bidder shall submit information necessary to complete his or her Bid on the forms furnished in this Bid Document. All information supplied must be legible. Any and all corrections, erasures or other changes must be initialed by the Bidder. The Bidder shall manually sign each bid sheet on which he or she makes an entry. Bids signed by an agent are to be accompanied by evidence of the agent's authority. The City reserves the right to reject bids with incomplete information or which are presented in a different form.

B. Bids shall indicate the unit price and the unit price extended to indicate the total price for each item bid. In the event of a discrepancy between a unit price and extended price, the unit price will govern.

C. All bidders must complete each item of the bid table to be considered for a contract award. No partial bids will be considered.

D. Bidders are expected to submit bids for any and all "bid options" included in the bidding documents, but these items are subject to rejection in whole or in part at the sole discretion of the City.

E. No alterations in bids by erasures, interpolations, or otherwise of the material entered by the Bidder will be acceptable unless such alteration is signed or initialed by the Bidder in ink; if initialed, the City may require the bidder to identify any alterations so initialed. No alteration whatsoever shall be made in the printed Bid Form and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form or otherwise presented. If alterations or changes are made to the printed Bid Form or if unrequested alternatives are written in, the Bid will be considered as non-responsive and will not be considered for award of a contract.

3. EXPLANATION TO BIDDERS

Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid, maps, specifications, or any other portion of the Bidding or Contract Documents must be requested in writing and submitted to the Mission Public Works Office, 4775 Lamar Avenue, Mission, Kansas 66202 or to jbelger@missionks.org. If deemed necessary, an explanation or interpretation made may be in the form of a written Addendum issued by the City of Mission and furnished to all Bidders. Signed acknowledgment of receipt of each Addendum must be submitted with the Bid. Oral or other explanations or interpretations given will not be binding.

Potential Bidders should contact John Belger with the City of Mission Public Works Office at (913) 676-8381 or jbelger@missionks.org to be sure to receive any addenda.

4. SUBMISSION OF BIDS.

A. ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE AND PRESENTED BY THE BIDDER, HIS OR HER AGENT OR ATTORNEY, OR SENT BY MAIL, TO THE CITY OF MISSION, KS, 6090 WOODSON, MISSION, KS 66202, PRIOR TO THE DATE AND TIME INDICATED IN THE NOTICE TO BIDDERS.

B. Any Bid received after the deadline for Bid submission will not be opened and will be returned to the Bidder indicated on the envelope. Oral, telephone or telegraph bids will not receive consideration. No Bidder may submit more than one Bid. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the title, "2015 Mill & Overlay Program, Mission, KS" clearly legible.

5. OPENING OF BIDS

All Bids that have been duly received will be publicly opened at the time, date and location specified in the Invitation for Bid. All such Bids and supporting documents shall become public information following the bid opening and shall be available for inspection by interested parties in accordance with the Kansas Open Records Act.

6. BIDS TO REMAIN OPEN

Each publicly opened Bid shall remain binding upon the respective Bidder for sixty (60) calendar days following the date of the Bid opening unless the Bidder and City agree to an extension of time. The City may, in its sole discretion, release any Bid and return the Bid surety prior to that date.

7. MODIFICATIONS OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn in writing and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bidders requesting modification or withdrawal of their Bid may be required to show identification to verify their authority to withdraw their Bid. Bids may not be withdrawn or modified following the opening of Bids.

8. AWARD OF CONTRACT

A. Award of contract will be made to the lowest and best, responsive and responsible Bidder whose Bid is considered to be the most advantageous to the City.

B. The City reserves the right to reject any and all Bids and any part of a Bid; and to waive informalities, technical defects, and minor irregularities in Bids received.

C. The City of Mission will endeavor to furnish the Successful Bidder with a Notice of Award within sixty (60) days of the Bid opening.

9. BID SECURITY

A. All Bids shall be accompanied by a Bid Bond executed by a surety company authorized to do business in the state of Kansas, or a certified check or cashier's check issued on a responsible bank, in an amount not less than five percent (5%) of the Bidder's proposed Bid. The Bid Bond or Certified Check shall be made payable to the City of Mission, Kansas and shall become the property of the City as liquidated damages and not as a penalty if the Successful Bidder fails to enter into an agreement with the City and furnish the required bonds and insurance.

B. The Bid Bond or Certified Check of any Bidder whom the City believes to have a reasonable opportunity of receiving the award may be retained by the City until an agreement has been executed by all parties for the proposed Work, or until the sixty-first (61st) calendar day following the Bid opening unless the Bidder and City agree to an extension of time.

10. BID FORMS

A. An itemized Bid Form is included in the Bid Documents as “BID FORM - 2015 Mill & Overlay Program - City of Mission”. Bid Forms must be completed in ink or be typewritten. In the event of any discrepancy between the unit prices and the extended totals, the unit price shall govern.

B. Bids by a corporation must be executed in the corporate name and signed by a duly authorized corporate officer. If the bidder is a partnership, it shall be signed by one of the partners authorized to execute the documents. All names must be typed or printed below the signature.

C. Acknowledgment of receipt of all Addenda must be indicated on the Bid Form.

D. BIDDER understand that items listed as bid alternates or bid options may or may not be included in a final contract at the complete discretion of the City.

11. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid and Contract Documents.

12. QUALIFICATIONS OF BIDDERS

A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the City's request, satisfactory written evidence, such as financial data, previous experience, present commitments and such other data as may be requested by the City to demonstrate the Bidder's qualifications to perform the Work.

13. SUBCONTRACTORS

A. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of the City's request, a separate list of proposed subcontractors or suppliers who will perform or supply principal portions of the Work or equipment required to complete the Work.

B. The experience, performance and ability of each subcontractor and supplier who is proposed to perform principal portions of the Work shall be considered in the award of the contract and each subcontractor or supplier may be required to furnish experience and qualification statements prior to the award of the Contract.

C. Following submittal of the proposed subcontractor(s) or suppliers, the City shall provide to the Contractor written acceptance or objection within 10 days following the date of receipt by the CITY. If no written response is provided within 10 days, this will indicate acceptance by the City.

14. EXAMINATION OF BID DOCUMENTS AND SITE

Before submitting a Bid, Bidders shall carefully examine the maps, read the specifications and all other Bid Documents, and visit the site(s) of the proposed Project. Bidders shall inform themselves prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their Bid all costs associated with the performance of the Work as set forth in the Bid Documents. By the submission of a Bid, the Bidder represents that such an examination has been made.

15. BONDS

A. Performance Bond. The successful bidder shall furnish a performance bond in the amount of one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. The performance bond shall be for a period of two (2) years guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.

B. Statutory Bond. The Successful Bidder shall furnish the supplied Statutory Bond in an amount equal to one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. Such Bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Immediately following execution of the agreement, said Bond shall be filed by the Contractor with the City Clerk of the City of Mission, Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of said Bond.

C. Maintenance Bond. The Successful Bidder shall furnish the supplied Maintenance Bond in an amount one hundred percent (100%) of the awarded contract within (5) days after execution of the contract. The maintenance bond shall be for a period of two (2) years, from and after the completion of said improvement and acceptance thereof. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such Bond shall be furnished by the Contractor immediately following the completion of the Project and acceptance thereof by the City.

D. All bonds shall be executed on the forms included within the Bid Document and must be accompanied by a "Power of Attorney" and a letter from the surety company's attorney-in-fact granting the City the authority to date the bonds and power of attorney the same date as the date of the Agreement.

16. INSURANCE & INDEMNITY

A. INSURANCE

Contractor shall procure and maintain at its sole cost and expense, throughout the duration of this contract, the following insurance coverage:

a. Coverage & Minimum Limits of Liability Required:

(1) COMMERCIAL GENERAL LIABILITY

\$500,000 per Occurrence

\$500,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, written on a post-1998 occurrence form or equivalent, shall apply to all premises and operations of Contractor and its products and completed operations, and subcontractor(s) and consultants. Such coverage shall also include extensions to provide contractual liability, broad form property damage, explosion, collapse, and underground coverage, include employees as insureds, apply both on and away from the premises referred to in the contract, and contain a per job/per project aggregate endorsement.

(2) AUTOMOBILE LIABILITY

\$500,000 per Accident

A combined single limit of liability as respects bodily injury and property damage is to be provided in the amount noted above. This shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract.

(3) WORKERS COMPENSATION – STATUTORY & EMPLOYERS LIABILITY

\$500,000 Each Accident

\$500,000 Policy Limit – Disease

\$500,000 Each Employee - Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage, and with no exclusions of subcontractor or any otherwise excludable personnel.

(4) UMBRELLA/EXCESS LIABILITY

\$3,000,000 per Occurrence

\$3,000,000 Aggregate

A combined single limit of excess liability to apply over and above all coverages noted above, with terms and conditions consistent with those of the underlying coverage, not any more restrictive.

(5) CONTRACTOR'S POLLUTION LIABILITY

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, shall apply to any and all liability emanating on or from premises involving the operations of Contractor, and/or subcontractor(s) and consultants, including their products and completed operations. In addition to third party liability, such coverage shall also include on-site cleanup and remediation as well as off-site cleanup and remediation.

(6) PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

\$500,000 per Claim

\$500,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, and property damage is to be provided in the amounts noted above. This coverage, shall apply to any and all actual or alleged wrongful acts, errors and omissions, resulting in claim(s) for damages related to the work involving the operations of Contractor, and/or subcontractor(s) and consultants.

(7) MANAGEMENT LIABILITY/EMPLOYMENT PRACTICES

\$500,000 Per Claim

\$500,000 Aggregate

The limits of liability are to be provided in the amounts noted above. This coverage, shall apply to any and all actual or alleged wrongful acts, errors and omissions, resulting in claim(s) for damages related to employment practices involving the Contractor, and/or subcontractor(s) and consultants. Coverage must be endorsed to extend to claims alleged by non-employee third parties.

b. Other Requirements:

(1) The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage of the Contractor and City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor and/or City in relation to the contract.

(2) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion

for punitive damages and certificates of insurance shall reflect that no exclusion exists.

(3) Where allowable by law, Contractor agrees to waive its right of recovery against City for all claims and suits against City. In addition, where allowable by law, its insurers, through policy endorsement, waive their right of subrogation against City for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against City for loss of its owned or leased property or property under its care, custody, or control.

(4) Contractor's insurance policies through endorsement must include wording which states that the policy shall be primary and noncontributing with respect to any insurance carried by City. The certificate of insurance must reflect that the above wording is included in evidenced policies.

(5) All policy(ies) required above (excluding Workers Compensation, Professional Liability/Errors & Omissions, and Contractor's Pollution Liability) shall include a severability of interest endorsement and shall name City as an additional insured with respect to the work performed under this contract. Severability of interest and naming City as additional insured shall be indicated on the certificate of insurance, including adding products and completed operations to the Liability policy.

(6) Contractor is not allowed to self-insure without the prior written consent of City. If granted by City, any deductible, self-insured retention, or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all City liabilities that would otherwise, in accordance with the provisions of this contract, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

(7) Prior to commencing the work, Contractor shall furnish to, and have received approval by City, or City's designated representative, an acceptable certificate(s) of insurance including an original signature of the authorized representative of the participating insurer, evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify City in writing at least 60 days prior to any cancellation, non-renewal, substitution, or material alteration which would have an adverse effect on the coverage pertaining to this contract. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect. Annually, Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than two weeks prior to the expiration, cancellation, or termination, Contractor will provide city with a new additional insured endorsements, naming City as additional insured.

(8) All insurance policy(ies) shall be written by insurance company(ies) acceptable to City and with a current Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas.

(9) Contractor represents that this contract has been thoroughly reviewed by Contractor's insurance

agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this contract. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

(10) The City shall have the right, from time to time, to reasonably modify the required insurance coverage to reflect then-current risk management practices in the construction industry and underwriting practices in the insurance industry.

(11) If any portion of the work is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain all insurance coverages and provisions as set forth herein, naming City as an additional insured, and shall require that the subcontractor shall release, defend and indemnify City to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify City herein. Formal annual certificates of insurance shall be provided to evidence such coverage in force.

(12) Failure to provide and maintain evidence as required by this section shall entitle, but not require, City to terminate this contract immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

(13) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage.

(14) Contractor shall at its own expense, assume all responsibility for its equipment, tools, and other property used in the course of the performance of contract. Contractor will also assume full responsibility for his own and his employees own tools and equipment as well as for those tools and equipment of his subcontractors and their employees.

(15) For all policies of insurance with aggregate limits of liability, carried by Contractor, City must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

(16) Contractor shall notify City in writing within 10 days after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract. Contractor shall notify City as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

B. INDEMNITY

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor agrees to release, indemnify, save and hold harmless, and defend (at Contractor's sole expense), City, its officers, agents, employees, Mayor and City Council Members,

volunteers, and agents (collectively, "indemnitees") for, from, and against any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the error, omission, or negligence or other actionable fault of the Contractor, his employees, agents, subcontractors and/or suppliers, whether active or passive. "Loss" means any and all loss, lien, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine (including without limitation, court costs, attorney's fees, consultant's fees, cost of defense, and costs of investigation, as well as removal, and remediation and governmental oversight costs related to any environmental issue) or otherwise (collectively "liabilities"), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder. The only liabilities with respect to which Contractor's obligation to indemnify the indemnitees does not apply, are liabilities to the extent proximately caused by the negligence or intentional acts or omissions of an indemnitee. Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this contract is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws. Personal Property Waiver – All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Contractor only, and no indemnitee will be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of an indemnitee."

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions above \$5,000 must be declared and approved by the City Administrator.

D. Other Insurance Provisions. The following provisions shall apply:

1. Liability coverages. The General Liability coverage shall include contractual liability.
2. All Coverages. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits; except, after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the city.

E. Acceptability of Insurers. Insurance is to be placed with Kansas admitted insurers.

F. Verification of Coverage. The contractor shall furnish the city certificates of insurance affecting coverage required by the city. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be on forms received and approved by the city before work commences. The certificate of insurance shall contain verification that contractual liability coverage is in effect as pertains to the city project. When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate

evidencing continuation of such coverage shall be submitted along with the application for final payment. The City reserves the right, at any time, to require complete, certified copies of all required policies.

G. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall furnish to the city separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.

17. NONRESIDENT CONTRACTORS.

A. If the Successful Bidder is a Contractor, as defined in K.S.A. 79-1008, who is a nonresident of the State of Kansas, such bidder must comply with one of the following:

1. Authorization: If the Contractor is a foreign corporation duly authorized to do business in the State of Kansas (K.S.A. 17-7301 et seq.), a copy of the Authorization issued by the Kansas Secretary of State, valid for the year in which the Work is commenced, shall be filed with the City prior to commencement of the Work.

2. Registration of Contract: If the total contract price or compensation exceeds \$10,000.00 nonresident contractors not duly authorized to do business in the state of Kansas shall register with the Department of the state of Kansas in accordance with the provisions of K.S.A. 79-1009, as amended. The Contractor shall be responsible for the payment of any fees associated with such registration.

18. TAXES AND FEE EXEMPTIONS

The City is exempt from taxes levied under the Kansas Retailers Sales Tax Act and the Kansas Compensating Tax Act and other local taxes. Tax Exemption Certificates will be provided by the City for those items which fall within the scope of the Contract and which may properly be exempt from such taxes.

19. DISCLAIMER OF LIABILITY

The City or any of its agencies will not hold harmless or indemnify any Bidder for any liability whatsoever.

20. ANTI-DISCRIMINATION

The Successful Bidder shall observe the applicable provisions of the Americans With Disabilities Act and the Kansas Acts Against Discrimination and shall not, in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin or ancestry, religious creed, or political affiliation in the admission or access to, or treatment or employment in, its programs or activities.

21. LIQUIDATED DAMAGES

Liquidated Damages in the amount set forth in the Bid and Contract Documents shall be assessed against the Contractor for failure to complete the Project by the designated completion date.

22. MATERIAL SAFETY DATA SHEETS

Prior to entering into an agreement with the City, the Successful Bidder shall be required to furnish to the City of Mission the following information for each chemical product offered, sold, transferred, handled or used for the proposed Work under this Agreement:

1. Material Safety Data Sheet(s) (MSDS) containing the information and data as required by 29 C.F.R. 1910.1200.
2. Product data sheets/product technical specifications.

23. COPIES OF CONTRACT DOCUMENTS

Copies of the maps and specifications for use in preparing Bids may be obtained as follows:

- A. Copies of the Contract Documents may be obtained from the Office of the City Clerk, City of Mission, KS, 6090 Woodson, Mission, KS 66202.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

END OF INSTRUCTIONS TO BIDDERS

BID

**CITY OF MISSION, KANSAS
2015 MILL & OVERLAY PROGRAM**

THIS BID IS SUBMITTED TO:

**CITY OF MISSION, KANSAS
6090 WOODSON
MISSION, KS 66202**

A. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with CITY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within seven days after date of CITY'S Notice of Award.

C. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Number	Date	Signature of Receipt
#1	6/2/15	

2. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

3. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the

cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

4. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6. BIDDER has given CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER.

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

D. BIDDER will complete the Work for the following prices. Quantities are not guaranteed. Final Payment will be based on actual quantities.

Bid Table

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost	
1	Asphaltic Concrete Surface Course	Ton	439	76.85	33,737	15
2	Milling	Sq Yd	3916	2.68	10,494	28
3	Special Cleaning of Milled Surface	Lump Sum	1	*	1,175	00
4	R&R Curb (Type A)	Linear Foot	1668	30.95	51,457	26
5	R&R Curb (Type B)	Linear Foot	350	31.60	11,060	00
7	R&R Sidewalk (4")	Sq Ft	3570	7.00	24,990	00
8	ADA Ramps	Each	5	2,950.00	14,750	00
10	Traffic Control	Lump Sum	1	*	2,500	00
11	Sod/Seed	Sq Yd	911	3.00	2,733	00
12	Driveway Approach (6")	Sq Ft	1050	9.10	9,555	00
	Traffic Striping					
13	6" White	LF	60	12.00	720	00
14	24" Stop Bar	Ea	2	300.00	600	00
	SUB-TOTAL			\$163,772.83		
	5% Contingency			8,188.64		
	TOTAL			\$171,961.47		

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E. BIDDER agrees to the following:

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, as stated herein.

A. BIDDER understand that items listed as bid alternates or bid options may or may not be included in a final executed contract at the complete and sole discretion of the City.

C. The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in section 2.3 of the Contract Documents for failure to meet each time requirement as **specified above**.

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders, and other Contract Documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

6. The following documents are attached to and made a condition of this Bid:

- Required Bid Security in the form described in the Instructions to Bidders.
- Exhibit I - Mill & Overlay Location Details

- + Mill and Overlay Work Location Map
- Exhibit 2 - Misc. Work Location Maps
 - (Curb & Gutter, Sidewalk, Drive Approach, ADA Compliant Sidewalk Ramps, Full Depth Asphalt Patch)

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% OF PROJECT
_____ DOLLARS

(\$ _____) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and it should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Mission, Kansas.

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS BID. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT.

EXECUTED in Bonnie Springs, Ks this 16th of June 20 15

Little Joe's Asphalt, Inc.

Contractor

Theresa Buehler

Signature

Theresa Buehler

Printed Name

President

Title

Po Box 566

Street Address or P.O. Box

Bonnie Springs Ks 66912

City, State, Zip

913-721-3261 / 913-645-8215

Telephone (desk & cell)

theresa@littlejoesasphalt.com

Email

[END OF SECTION]

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Barbara A. Miller

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Little Joe's Asphalt, Inc.

Bond Number: Bid Bond

Obligee: City of Mission, Kansas

Bond Amount: See Bond Form

Bond Description: 2015 Mill & Overlay Program

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of June, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Mission, Kansas, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the CITY, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and WHEREAS, the CITY, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvass determined and declared the

CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefor, for the unit costs named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows:

ARTICLE 1: Work

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expense, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and required by the Contract Documents.

1.2 All work must be performed in accordance with the attached Special Provisions and Plan Sheets.

ARTICLE 2: Contract Time

2.1 Completion. The CONTRACTOR shall complete the Work within 60 consecutive calendar days from the date when the Notice to Proceed is issued, unless a different completion date is stated in the Notice to Proceed.

2.3 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the agreed upon time as specified, plus any extensions thereof allowed in accordance with the Contract Documents, CITY and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay CITY Five Hundred Dollars (\$ 500.00) for each and every calendar day that expires following the time specified.

CITY shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE 3: Contract Price

3.1 CITY shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the price set forth in the Authorization at the unit costs set out in CONTRACTOR's Bid. Bid prices are firm and will not be altered regardless of changes in the asphalt index.

ARTICLE 4: Payment Procedures

4.1 CITY shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR to the Director of Public Works or his agent and processed in accordance with the Contract Documents.

4.2 The Director of Public Works or his agent shall review, approve and forward undisputed requests for payment to the CITY within seven (7) business days of receipt from the CONTRACTOR.

4.3 The payment of amounts due a CONTRACTOR from the CITY, except retainage, shall be made within 30 days after the CITY receives a timely, properly completed, undisputed request for payment from the Director of Public Works or his agent, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after the CITY receives such payment request.

4.4 If the CITY fails to pay a CONTRACTOR within the time period set forth in subsection 4.3 the CITY shall pay interest computed at the rate of 10% per annum on the undisputed amount to the CONTRACTOR beginning on the first business day after the payment was due.

4.5 Progress Payments. CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. Upon CITY's approval of CONTRACTOR's Application for Payment, CITY will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

4.5.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:

1. Ninety percent (90%) with ten percent (10%) retained until the Work is substantially complete.
2. When the Work is substantially complete the retained amount may be reduced to five percent (5%) of the value of the Work which is substantially complete, provided that the CONTRACTOR is making satisfactory progress in cleanup and restoration and there is no specific

cause for greater withholding.

4.5.2 CITY must release the retainage on any undisputed requested payment due within 30 days after substantial completion of the project; however, if any subcontractor is still performing work on the project under its subcontract, CITY may withhold that portion of the retainage attributable to such subcontract until 30 days after such work is completed.

4.5.3 If CITY fails to pay retainage, if any, pursuant to the terms of a contract for public construction or as required by Kansas Fairness In Public Construction Contract Act, the CITY shall pay interest to the CONTRACTOR, beginning on the first business day after the payment was due, at a rate of 10% per annum.

4.5.4 Nothing in this section shall prevent early release of retainage if it is determined by the CITY and CONTRACTOR that a Subcontractor has completed performance satisfactorily and that the Subcontractor can be released prior to substantial completion of the entire project without risk or additional cost to the CITY or CONTRACTOR. Once so determined, the CONTRACTOR shall require such adjustment in retainage, if any, from the CITY as necessary to enable the CONTRACTOR to pay the Subcontractor in full, and the CITY shall, as part of the next contractual payment cycle, release the Subcontractor's retainage to the CONTRACTOR, who shall, as part of the next contractual payment cycle, release such retainage as is due to the Subcontractor.

4.6 Final Payment. Upon completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price in accordance with the applicable provisions of the Contract Documents.

ARTICLE 5: Termination/Suspension of Contract

5.1 CITY May Suspend Work

A. At any time and without cause, CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefore.

5.2 CITY May Terminate for Cause.

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule;

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of Public Works Director; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 5.2.A occur, CITY may, after giving CONTRACTOR (and Surety) seven (7) days written notice of its intent to terminate the services of CONTRACTOR:

1. exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and

3. Complete the Work as CITY may deem expedient.

A. If CITY proceeds as provided in this and Paragraph 5.2.B, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CITY arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Public Works Director, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph CITY shall not be required to obtain the lowest price for the Work performed.

B. Notwithstanding Paragraphs 5.2.B and 5.2.C, CONTRACTOR's services will not be terminated if CONTRACTOR begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

C. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

5.3 CITY May Terminate For Convenience:

A. Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract. In such case, CONTRACTOR

shall be paid for (without duplication of any items):

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5.4 CONTRACTOR May Suspend Work or Terminate.

A. If, through no act or fault of CONTRACTOR, (i) the Work is suspended for more than 90 consecutive days by the CITY or under an order of court or other public authority, or (ii) if any undisputed payment is not made by the payment date established in Article 4, the CONTRACTOR upon seven (7) days after written notice to the CITY, shall, without prejudice to any other available remedy, be entitled to terminate the Contract.

B. In lieu of terminating the contract, without prejudice to any other right or remedy if any undisputed payment is not made by the payment date established in Article 4, the CONTRACTOR upon seven (7) business days' written notice to the CITY, without prejudice to any other available remedy, be entitled to suspend further performance until payment, including applicable interest, is made. The contract time affected by the suspension shall be extended appropriately and the contract sum for the contract shall be increased by the suspending party's reasonable costs of demobilization, delay and remobilization.

ARTICLE 6: Contract Documents

The Contract Documents, which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following which are hereby incorporated herein:

- Invitation to bid
- Instructions to Bidders
- Performance and other bonds, as required in the Instructions to Bidder
- Contract Documents
- Contractor's Bid
- Project Special Provisions
- General Notes and Ramp Curb Detail (Plan Sheets)
- Exhibit 1: 2015 Mill & Overlay Program Details
- Exhibit 2: 2015 Mill & Overlay Program: "Misc. Work Location Maps"

HEREOF, CONTRACTOR and CITY have caused this Agreement to be executed by their duly authorized representatives in seven (7) counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

CITY
City of Mission, KANSAS

By: _____

By: _____

Printed name and title

Steve Schowengerdt, Mayor

[SEAL]

[SEAL]

ATTEST:

ATTEST:

By: _____

By: _____

Printed name and title

Martha Sumrall, City Clerk

APPROVED AS TO FORM:

By: _____

David Martin, City Attorney

PERFORMANCE BOND

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter referred to as the Obligee, in the penal sum of _____ Dollars (\$ _____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Contractor has, on the _____ day of _____, 20____, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Bid Request No. _____ on file with City of Mission, 6090 Woodson, Mission, KS 66202.

NOW, THEREFORE, if the Contractor shall and will, in all particulars, will, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bids, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Contractor under the agreement and any amendments thereto, less the amount paid by the Obligee to the Contractor.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension

of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal

By _____ (SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

MAINTENANCE BOND

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter called the Oblige, in the penal sum of _____ Dollars (\$_____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, on the _____ day of _____, 20____, the Contractor entered into a written agreement for Bid Request No. _____ with the Oblige for the construction, reconstruction or repair of certain public improvement(s) as designated and described in the said agreement; and

WHEREAS, it was a condition of the contract award by the obligee that these presents be executed by the Contractor and Surety aforesaid; and

WHEREAS, the Contractor agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Oblige so accepts said work, said date being the formal acceptance date of the work.

NOW, THEREFORE, if the Contractor shall and will, in all particulars, will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Oblige against all damages, losses and expenses which may occur to Oblige, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction, reconstruction or repair of said public improvements(s); and shall guarantee the above work for a period of two (2) years from date formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Oblige.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal

By _____(SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

**STATUTORY BOND
TO THE
STATE OF KANSAS**

We, _____ of _____ hereinafter referred to as the "CONTRACTOR", and _____, with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the STATE OF KANSAS in the penal sum of _____ Dollars (\$ _____ 100% of Contract Price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Contractor has on the _____ day of _____, 20____, entered into a written agreement with the City of Mission, Kansas, hereinafter called the City, for furnishing all tools, equipment, materials and supplies and performing all labor and incidentals thereto necessary in connection with the public improvements described in said agreement, all in accordance with the specifications and other Contract Documents titled "2015 Mill & Overlay Program, City of Mission, KS".

NOW, THEREFORE, if the Contractor or the Subcontractor(s) of the Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Contractor or the Subcontractor(s) of the Contractor fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the City. The Surety further agrees that any persons to whom there is due any sum for such public improvements as hereinabove

stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal

By _____ (SEAL)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

Filed with the City Clerk of Mission, Kansas, this _____ day of _____, 20____.

City Clerk

2015 Mill & Overlay Exhibit 1

Section ID	Branch Name	From	To	Length (ft)	Width (ft)	Area (sq. ft)	Work Description
GLE-01	Glenwood Street	Shawnee-Mission Parkway	Squibb Road	134.46	26	3,495.96	2" Mill & Overlay
RDR-02	Reeds Road	Martway Street	Johnson Drive	655.11	23	15,067.53	2" Mill & Overlay
WDS-04	Woodson Street	Johnson Drive	58th Street	695.06	24	16,681.44	2" Mill & Overlay
					Total	35,244.93	

2015 Mill & Overlay Program

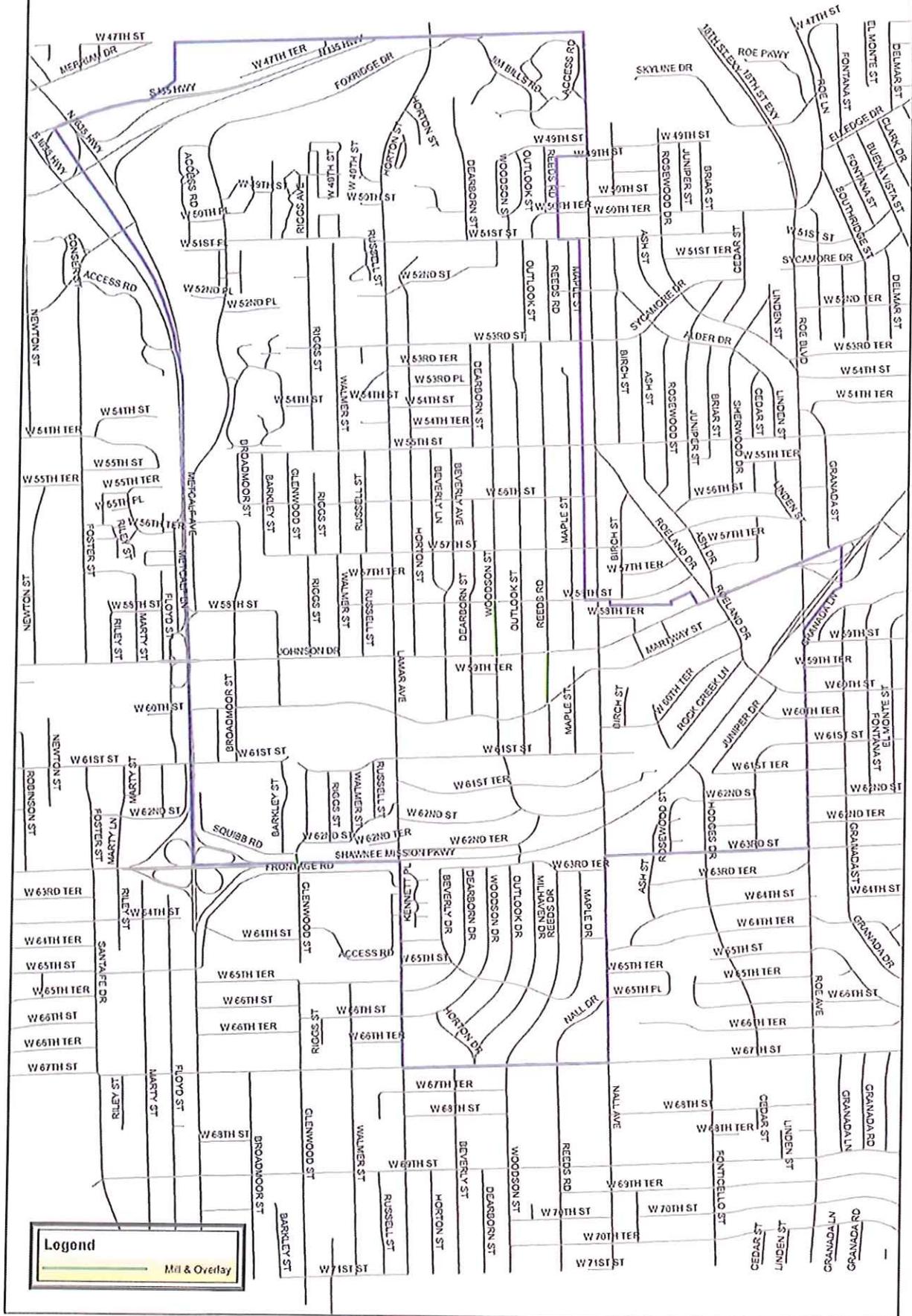


Exhibit 2 - 2015 Mill & Overlay Program

"Misc. Work Location Maps"

Glenwood at Squibb Road- ADA Ramp (1)



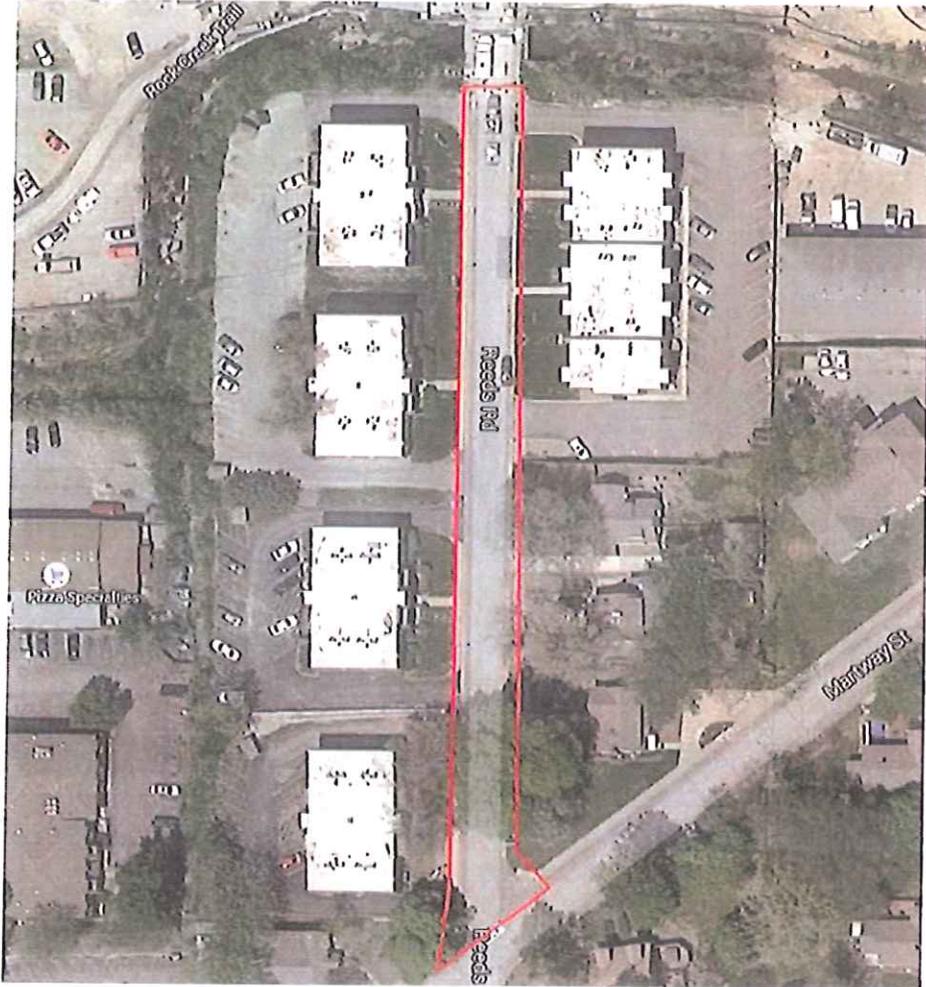
Woodson- Johnson Drive to 58th- Partial Curb, Partial Sidewalk, ADA Ramps(2)

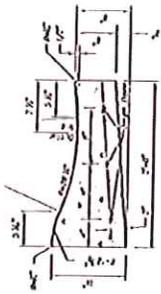


Exhibit 2 - 2015 Mill & Overlay Program

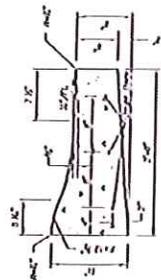
"Misc. Work Location Maps"

Reeds- Johnson Drive to Martway- Full Curb, Full Sidewalk, ADA Ramps (2)





Standard Type "A" Curb



Type "A" - 20\"/>

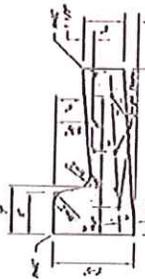
NOTE: This curb shall be installed with the curb face to the curb face of the 20\"/>

Notes & Curbs Notes:

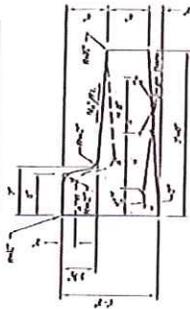
1. The Standard Park Meter Case (DMS) and Standard Park Meter Case (DMS) shall be installed as shown.
2. 3\"/>
3. All materials used in this curb shall meet the requirements of the DMS.
4. For installation and maintenance, see the specifications in the City of Overland Park.
5. See standard shop details for typical standard curb with a 2\"/>

CONCRETE CURB & GUTTER

REV. 10/2016
(2013 Edition)



Standard Type "B" Curb



Type "B" - 20\"/>

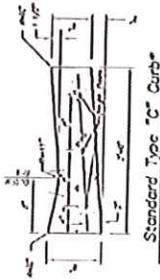
NOTE: In construction, curb shall face the curb face of the 20\"/>

Notes & Curbs Notes:

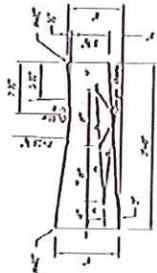
1. The Standard Park Meter Case (DMS) and Standard Park Meter Case (DMS) shall be installed as shown.
2. 3\"/>
3. All materials used in this curb shall meet the requirements of the DMS.
4. For installation and maintenance, see the specifications in the City of Overland Park.
5. See standard shop details for typical standard curb with a 2\"/>

CONCRETE CURB & GUTTER

REV. 10/2016
(2013 Edition)



Standard Type "C" Curb



Type "C" - 1\"/>

(Use w/ type "A" curb)

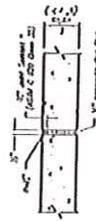
Use for commercial entrances

Notes & Curbs Notes:

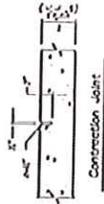
1. The Standard Park Meter Case (DMS) and Standard Park Meter Case (DMS) shall be installed as shown.
2. 3\"/>
3. All materials used in this curb shall meet the requirements of the DMS.
4. For installation and maintenance, see the specifications in the City of Overland Park.
5. See standard shop details for typical standard curb with a 2\"/>

CONCRETE CURB & GUTTER

REV. 10/2016
(2013 Edition)

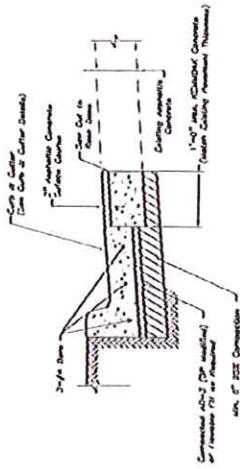


Expansion Joint



Contraction Joint

Year: 2013 Edition
OVERLAND PARK
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS
CONCRETE CURB & GUTTER DETAILS



NOTES:

1. Remove All Existing Soil (RMC) and Compact All Curbs and Concrete Structures using (RCCS) as appropriate, except as otherwise noted.
2. 1/2\"/>

CURB REPLACEMENT DETAIL

Not to Scale
(2015 Edition)

Year 2015 Edition
OVERLAND PARK
DEPARTMENT OF PUBLIC WORKS
STANDARDS DETAILS
CURB REPLACEMENT DETAIL

DESIGNED AND DRAWN BY: [Name] DATE: [Date]
 CHECKED BY: [Name] DATE: [Date]

Little Joe's Asphalt, Inc.

P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261

Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 13608

Submitted To: City Of Mission, KS Address: 6090 Woodson Mission, KS 66202 Contact: John Belger	Date: 6/16/201 Phone: (913)367-9317 Fax: Job Name: 2015 MILL & OVERLAY PROGRAM Job Location: MISSION, KS Prop. Owned By: CITY OF MISSION
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1.	BID ITEM # 1 ** ASPHALTIC CONCRETE SURFACE COURSE	439 TONS	\$76.85/TN \$33,737.15
2.	BID ITEM # 2 ** MILLING	3,916 SY	\$2.68/SY \$10,494.88
3.	BID ITEM # 3 ** SPECIAL CLEANING OF MILLED SURFACE	1 LS	\$1,175.00
4.	BID ITEM # 4 ** R & R CURB (TYPE A)	1,668 LF	\$30.85/LF \$51,457.80
5.	BID ITEM # 5 ** R & R CURB (TYPE B)	350 LF	\$31.60/LF \$11,060.00
6.	BID ITEM # 7 ** R & R SIDEWALK (4")	3,570 SF	\$7.00/SF \$24,990.00
7.	BID ITEM # 8 ** ADA RAMPS	5 EA	\$2,950.00/EA \$14,750.00
8.	BID ITEM # 10 ** TRAFFIC CONTROL	1 LS	\$2,500.00
9.	BID ITEM # 11 ** SOD / SEED	911 SY	\$3.00/SY \$2,733.00
10.	BID ITEM # 12 ** DRIVEWAY APPROACH (6")	1.050 SF	\$9.10/SF \$9,555.00
11.	BID ITEM # 13 ** 6" WHILE LINES	60 LF	\$12.00/LF \$720.00
12.	BID ITEM # 14 ** 24" STOP BARS	2 EA	\$300.00/EA \$600.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Little Joe's Asphalt, Inc.

Authorized
Signature _____

Title Brad Belden, Estimator

Little Joe's Asphalt, Inc.

P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261

Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 13608

Submitted To: City Of Mission, KS	Date: 6/16/201
Address: 6090 Woodson Mission, KS 66202	Phone: (913)367-9317 Fax:
Contact: John Belger	Job Name: 2015 MILL & OVERLAY PROGRAM
	Job Location: MISSION, KS
	Prop. Owned By: CITY OF MISSION

13. BID ITEM # 15 ** 5% CONTINGENCY [PER CITY'S REQUEST] 1 LS \$8,188.64

The total bid price is: \$171,961.47

Special Notes:

- * PREVAILING WAGES EXCLUDED
- * Quantities To Be Verified In The Field. Any increase in the scope of work performed will result in a proportional increase in the price for this contract. Any decrease in the scope of work performed will result in the unit price to change in this contract.
- * CURRENT TAX EXEMPTION CERTIFICATE TO BE FURNISHED PRIOR TO JOB START
- * Due to existing grades and conditions, we will not be responsible for 100% drainage of surface water following resurfacing.
- * ADDM # 1 RECIEVED & NOTED *
- * THIS BID IS BASED ON CURRENT ASPHALT PRICING. CONTRACT PRICE WILL BE ADJUSTED (INCREASED OR DECREASED) AT TIME OF ASPHALT PLACEMENT BASED ON MARKET PRICE. CURRENT ASPHALT PRICING REFLECTS \$465.00 PER TON ASPHALT OIL.

TERMS: To be negotiated prior to execution of contract.

ESTIMATE EXPIRATION: This estimate is valid for 30 days.

MOBILIZATIONS: Price based on a 2 mobilization(s). Any additional mobilizations that may become necessary will be \$3,675.00 per mobilization.

SALES TAX: The project referenced herein is tax exempt.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Little Joe's Asphalt, Inc.

Authorized
Signature _____

Title Brad Belden, Estimator

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	June 26, 2015
Administration	From:	Laura Smith

Action items require a vote to recommend the item to full City Council for further action.

RE: Real Estate Purchase and Pre-Development Agreement (Brinshore Development) for City Owned Property at 7080 Martway Street

RECOMMENDATION: Approve the Third Amendment to the Real Estate Purchase and Pre-Development Agreement with Brinshore Developers, LLC.

DETAILS: The City was recently notified by Brinshore Development, LLC that they were not awarded 2015 Low Income Housing Tax Credits for the “Herald Corner” project. According to the developer, the State indicated that the project scored well but that there were eight other similar proposals submitted throughout the state that had lower per unit total development costs.

Brinshore met with KHRC staff in early June to discuss the results of their application. Brinshore has indicated a desire address per unit costs in their pro forma and to resubmit in the 2016 application cycle. They have asked for the City to consider extending the purchase and pre-development agreement for another year. Based on Council discussion at the June Committee meeting, an amendment has been drafted that would extend the contract through July 1, 2016 with the following conditions:

- If housing tax credits are awarded, on or before July 1, 2106, the closing date shall be on or before November 1, 2016.
- City has right to entertain other offers up to November 15, 2015. If an acceptable offer is received within that period, Brinshore will be provided notice of same and have the opportunity to proceed to closing. If they (Brinshore) did not timely elect to close, the agreement would terminate and all refundable monies would be returned.
- Agreement would become exclusive to Brinshore after November 15, 2015 in order to allow them to proceed with a tax credit application.
- In consideration for the amendment, Brinshore would deposit an additional sum of Earnest Money into escrow, which would be non-refundable except in the event of Seller default or failure by Brinshore to elect to proceed to closing if given notice of another offer prior to November 15, 2015.

The specific contract amendment language is currently being reviewed by Brinshore and will be distributed in a supplemental packet early next week.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

**THIRD AMENDMENT TO REAL ESTATE PURCHASE
AND PRE-DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AND PRE-DEVELOPMENT AGREEMENT, effective as of the date of execution by all parties hereto, by and between the **CITY OF MISSION, KANSAS**, a Kansas municipal corporation ("City") and **BRINSHORE DEVELOPMENT, LLC**, a limited liability company ("Purchaser"), amends, supplements and, to the extent inconsistent herewith, supersedes that certain "Real Estate Purchase and Pre-Development Agreement", dated of March 19, 2014, as amended ("Agreement"). All capitalized terms herein are as defined in the Agreement.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Agreement; and

WHEREAS, Purchaser was unsuccessful in receiving housing tax credits from the Kansas Housing Resources Corporation in 2015, and wishes to extend the term of the Agreement to afford it the opportunity to apply for such tax credits in 2016; and

WHEREAS, City is willing to so extend the term of the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, it is agreed:

1. That this Amendment shall supplement, amend and, to the extent inconsistent herewith, supersede the Agreement.

2. That the parties agree that the Inspection Period is hereby extended to July 1, 2016, to allow Purchaser to pursue obtaining housing tax credits for the proposed project on the Premises. In the event such housing tax credits are awarded Purchaser on or before July 1, 2016, the Closing date shall be on or before November 1, 2016. In the event that such housing tax credits are not awarded to Purchaser on or before July 1, 2016, this Agreement shall terminate and all refundable monies deposited in escrow by Developer pursuant to this Agreement shall be promptly returned to Developer.

3. Anything in the Agreement to the contrary notwithstanding, City shall have the right to entertain offers to purchase the Premises up to November 15, 2015. In the event an acceptable offer to purchase is received prior to such date by the City, it shall so notify Purchaser in writing. Purchaser shall have fifteen (15) days after receipt of such notice to deliver to the City an election in writing to proceed to closing within thirty (30) days from the date of such election. In the event Purchaser fails to timely elect to close, this Agreement shall terminate and all refundable monies deposited in escrow by Developer pursuant to this Agreement shall be promptly returned to Developer.

4. In partial consideration of this Third Amendment, Twenty-Two Thousand, Five Hundred Dollars (\$22,500) of the amount held by the Title Company in escrow shall be converted to being non-refundable to Buyer except in the event of Seller default or failure by Purchaser to elect to proceed to closing as set forth in Paragraph 3 above.

5. That to the extent inconsistent with the Agreement, this Third Amendment shall supersede same and control the contractual relationship by and between the parties. In all other

respects, the Agreement is hereby ratified and it is acknowledged that no default exists thereunder. This Third Amendment may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the last day and date below written.

"City"

"Purchaser"

CITY OF MISSION, KANSAS, a Kansas
municipal corporation

BRINSHORE DEVELOPMENT, LLC, a limited
liability company

By: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date: _____

Date: _____