

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, APRIL 6, 2016

6:30 p.m.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. 5908 Outlook Demolition Bid - John Belger
2. Traffic Signal Analysis, Martway & Broadmoor - John Belger
3. Park at Mission Crossing Development Construction Award - Christy Humerickhouse
4. Stormwater BMP Cost Share Program - Interlocal Agreement - Glen Cole

DISCUSSION ITEMS

5. 2016 Street Program - John Belger
6. CFAA Silver Award Application - Emily Randel

OTHER

Pat Quinn, Chairperson
Suzie Gibbs, Vice-Chairperson

Mission City Hall, 6090 Woodson / 913-676-8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	3/2/2016
Public Works	From:	John Belger

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

RE: Demolition of Structure- 5908 Outlook

RECOMMENDATION: Approve a contract with Midland Wrecking, Inc. for asbestos abatement and demolition of the structure at 5908 Outlook, in an amount not to exceed \$33,755.00.

DETAILS: In 2015, Council authorized staff to proceed to solicit bids for demolition of 5908 Outlook (the former Harleywoods building.) The property, including the parcel to the south, was purchased for \$650,000 in 2005 as a part of property acquisition due to the FEMA floodplain map revisions. A portion of the existing structure lies within the FEMA regulated floodplain (map attached).

In 2007, the building temporarily housed the City's Public Works Department while the new Public Works building was constructed. Currently the building is used for storage of equipment and supplies for the Farmers Market. Over time, the building has become structurally deficient and dilapidated. Removing the structure from the site creates better opportunities for redevelopment or reuse of this parcel.

A bid opening was held on February 16th with three responsive bidders. The results are shown in the table below:

Bidder	Total Bid
Midland Wrecking	\$33,755.00
Dale Brothers	\$59,596.00
Skyward Land Services	\$68,505.00

Staff is seeking Council approval of a contract with Midland Wrecking as the asbestos abatement/ demolition contractor for the building at 5908 Outlook. Upon Council approval of the contract, the demolition will be scheduled, and contract documents require completion by June 24th, 2016.

If approved, staff is also seeking Council input and direction regarding future use of the property. Specifically, whether it should be marketed for resale/redevelopment or held by the City for use as additional parking to support the downtown district.

Demolition of the structure was not included in the 2016 Budget. Staff recommends the funds be allocated from the unanticipated revenue (\$50,000) recently generated by the restructuring of The Falls IRBs.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	n/a
Line Item Code/Description:	n/a
Available Budget:	\$50,000

search for location Search Map

Map Tools:

Bookmark Save



Google Lat/Lon: 39.021968, -94.652062 (dd) - Image X Y: 1071, 36 - Stateplane Easting/Northing: 2263295.6, 268387.1 - Elev: 962.6 ft. (nearest point: 1.4 ft, type: first return)

Map data ©2016 Google Imagery ©2016

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Sealed bids for **DEMOLITION OF STRUCTURE – 5908 OUTLOOK** will be received by the City of Mission, Kansas, at the office of the Public Works Director, 6090 Woodson, Mission, Kansas 66202 until 2:00 p.m. local time on **February 16th, 2016**. At that time all sealed bids will be transferred to the **City Council Chamber**, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR: DEMOLITION OF STRUCTURE – 5908 OUTLOOK.**" Contractors desiring the Contract Documents for use in preparing bids may obtain a set of such documents from the **City of Mission, Kansas, Public Works Department**, email jbelger@missionks.org with subject line reading "**5908 OUTLOOK- DEMOLITION RFP**". Requests should be submitted to City of Mission no later than 5:00 p.m. local time on **February 12th, 2016**. Proposers should specifically note the City of Mission prefers questions be submitted by email.

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bid Documents obtained from any source other than the source indicated above. Obtaining copies of plans, specifications, bid documents and other Contract Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all Contract Documents before submitting a bid. In submitting a bid, the bidder warrants that it has read the contract documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

Should a bidder find "defects" as defined in paragraph GC-3. of the General Conditions, it shall follow the procedures outlined in paragraph GC-3. to bring same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the Consulting Engineer.

All bidders shall verify that they have considered all written addenda. Neither the City nor the Consulting Engineer shall be responsible for oral instructions.

Any written addenda issued during the time of bidding shall be covered and included in the bid. There will be no clarifications or exceptions allowed on the Bid. Bids are for a total bid package, total contract price.

Bids shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid:

- a. Bid
- b. 5% Bid Security--Bid Bond, Cashier's Check or Certified Check (See below.)

Each bidder shall file with its bid a bid bond, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Mission, Kansas, in an amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Mission until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in an amount equal to 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed.

In the event the successful bidder is unable to execute the Contract, for whatever reason, City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

A Pre-Bid Conference will be held at: Former Harleywoods Property
5908 Outlook
Mission, KS 66202

Date & Time: February 9th, 2016 at 10:00 a.m.

Publish: *The Legal Record*

Tuesday, January 19th, 2016

INSTRUCTIONS TO BIDDERS

- IB-1. **BIDS:** All bids shall be made on the forms provided in this bound volume of Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "**BID FOR DEMOLITION OF STRUCTURE – 5908 OUTLOOK**". As per the Notice to Bidders, bid shall be addressed to:

CITY OF MISSION, KANSAS
Attention: John Belger
Public Works Director
6090 Woodson
Mission, Kansas 66202
Phone: 913-676-8375
Email: jbelger@missionks.org

IB-2. **DEFINITIONS:**

- a. Bidding Documents include the Advertisement or Notice to Bidders, Instructions to Bidders, the bid, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the work consist of the items enumerated in paragraph GC-1 of the General Conditions of the Contract for Construction.
- b. All definitions set forth in the General Conditions or in other Contract Documents are applicable to the bidding documents.
- c. A bid is a complete and properly signed proposal to do the work or designated portion thereof for the price stipulated therein, submitted in accordance with the bidding documents.
- d. The base bid is the sum stated in the bid for which the bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
- e. An alternative bid (or alternate) is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
- f. A Unit Price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the bidding documents or in the proposed Contract Documents.
- g. A bidder is a person or entity who submits a bid.
- h. Successful bidder is the person or entity who is determined and declared by the City to have submitted the lowest and best responsible bid in conformity with the terms of the bidding documents.
- i. City shall mean the City of Mission, Kansas.

- j. Contractor shall be the bidder that the City has determined and declared to be the successful bidder and which has, following such determination and declaration, thereafter executed a contract for construction with the City to perform the work described therein.

IB-3. BIDDER'S REPRESENTATIONS: Each Bidder by making its Bid represents that:

- a. It has read and understands the bidding documents, and its bid is made in accordance therewith.
- b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents.
- c. Its bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- d. It has familiarized itself with state, federal law and local ordinances and regulations which may affect cost, progress or performance of the work.

IB-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the bidding documents from the City or the Consultant for the sum stated in the Notice to Bidders. Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bid Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other Contract Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of bidding documents in preparing bids; neither the City nor the Consulting Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The City in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

IB-5. DEFECTS IN BIDDING/CONTRACT DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding/Contract Documents or of the site and local conditions.

Bidders requiring clarification or interpretation of the Bidding/Contract Documents shall make a written request which shall reach the Consulting Engineer at least seven days prior to the date for receipt of bids.

Any interpretation, correction or change of the Bidding/ Contract Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding/Contract Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

As noted in paragraph GC-3 of the General Conditions, bidders will not be permitted to take advantage of any such defect.

- IB-6. SUBSTITUTIONS: The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of bids unless written request for approval has been received by the Consulting Engineer at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the bidder. The Consulting Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If the Consulting Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents (see GC-58).

- IB-7. ADDENDA: Written addenda will be mailed or delivered to all who are known by the Consulting Engineer to have received a complete set of bidding documents.

Copies of written addenda will be made available for inspection wherever bidding documents are on file for that purpose.

No written addenda will be issued later than four days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting its bid that it has received all written addenda issued, and it shall acknowledge its receipt in its bid.

- IB-8. INSURANCE:

- a. General: The Contractor shall secure and maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to paragraph GC-36. of the General Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

MINIMUM REQUIREMENTS – OPTION C

c. General Liability:

Limits –

General Aggregate:	\$1,000,000
Products / Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

1. Commercial General Form
2. Explosion, Collapse & Underground
3. Broad Form Contractual / Contractually Assumed Liability
4. Independent Contractors
5. Broad Form Property Damage
6. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
7. **NAME CITY OF MISSION AS “ADDITIONAL INSURED”**

d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF MISSION AS “ADDITIONAL INSURED”

e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

f. Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of this Contract. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Project.

h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Kansas;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VIII financial rating, or
4. Is a company mutually agreed upon by the City and Contractor.

i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

j. Railroad Protective Liability: Additional requirement applicable when working on railroad property.

Named Insured:	Applicable Railroad
Limits – Bodily Injury & Property Damage:	Per Railroad Requirements

k. Aircraft Liability: Additional requirement applicable for aerial photograph or contract involving any use of aircraft.

Limits-	Single Limit Bodily Injury; Including Passengers; and Property Damage: \$1,000,000 Each Occurrence
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Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy MUST include the following condition:

NAME CITY OF MISSION AS "ADDITIONAL INSURED" ON THE HIRED AND NON-OWNED AIRCRAFT LIABILITY.

- IB-9. BID SECURITY: Each bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City of Mission, Kansas, (hereinafter "City") in an amount of not less than five percent (5%) of the total bid. In addition to other legal remedies, the amount of said bid security may be retained by and forfeited to the City as liquidated damages if such bid is accepted and the successful bidder fails to enter into a Contract in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory insurance certificates, performance bond and statutory or labor and material payment bond in an amount equal to 100% of the Contract and other documents required by the General Conditions have been furnished and the Contract Documents have been executed.
- IB-10. TAXES: It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and compensation taxes. Two copies of State of Kansas Project Completion Certification (Form DO-77) will be furnished the City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to the Contractor and must be signed and returned to the City upon completion of the project. The City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Contractor until the City has received the two Project Completion Certifications from the Contractor along with a Consent of Surety Company to Final Payment.
- IB-11. LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages based on the full bid price of the Contract, fixed and agreed to in advance, according to the following schedule:

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$0	to \$50,000	\$250.00
\$50,000	to \$100,000	\$400.00
\$100,000	to \$500,000	\$800.00
\$500,000	to \$1,000,000	\$1,000.00
\$1,000,000	to \$2,000,000	\$1,750.00
\$2,000,000	to \$5,000,000	\$2,500.00
\$5,000,000	to \$10,000,000	\$3,500.00
\$10,000,000	to \$20,000,000	\$5,500.00
\$20,000,000	and up	\$6,000.00

for each 24-hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

In the event moneys being retained by the City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

IB-12. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening. No bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof.

IB-13. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional bids.

In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

IB-14. BONDS: The Contractor to whom the work is awarded will be required to furnish a Performance Bond and a Statutory or Labor and Material Payment Bond in the forms hereinafter provided in an amount equal to 100 percent of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

IB-15. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in paragraph GC-31. of the General Conditions.

IB-16. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any successful bidder-contractor domiciled outside the state of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition, and if it is determined by the City that the apparent lowest and best bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such contractor's bid complies with this state law requirement.

All bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their state's preferential bidding statutes, if any.

IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with paragraph GC-65. of the General Conditions.

IB-18. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful bidder-contractor domiciled outside the State of Kansas must comply with these statutory requirements.

IB-19. SUBCONTRACTING: As provided in paragraph GC-34, the Contractor may utilize the

services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that the Contractor shall not

award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor.

- IB-20. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID

DEMOLITION OF STRUCTURE – 5908 OUTLOOK

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bid Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other Contract Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

LUMP SUM COST TO REMOVE EXISTING STRUCTURE \$ 32,514.00
Figures

Words

LUMP SUM COST TO REMOVE ASBESTOS \$ 1,241.00
Figures

Words

COMBINED COST \$ 33,755.00
Total Figures

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, no later than **JUNE 24, 2016**.

The undersigned 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 paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete.

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 parcelling 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. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) _____.

Enclosed is a certified check, cashier's check or bid bond in the amount of One thousand, six hundred eighty-eight dollars & 00/100 DOLLARS (\$ 1,688.00) *or 5% of total bid* 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.

(BALANCE OF PAGE INTENTIONALLY BLANK - CONTINUED ON NEXT PAGE)

DATED in Wyandotte County this 16th of FEBRUARY 2016.

(SEAL)

Midland Wrecking Inc.
Contractor

Steve Tripp
Signature

STEVE TRIPP
Printed Name

VICE-PRESIDENT
Title

P.O. Box 14906
Street Address or P.O. Box

LENEXA KS 66215
City, State, Zip

913-432-0314
Telephone Number

913-432-6021
Fax Number

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Midland Wrecking, Inc.
1900 S. 78th St., Kansas City, KS 66106
as Principal, hereinafter called the Principal, and Oklahoma Surety Company
P.O. Box 1409, Tulsa, OK 74101
a corporation duly organized under the laws of State of OH

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

Bid for Demolition of Structure-5908 Outlook, Mission, KS

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 material furnished in the prosecution hereof, 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 of February, 2016.

[Signature]
(Witness)

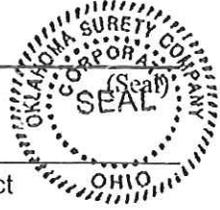
Midland Wrecking, Inc.
(Principal) (Seal)

BY: [Signature] Vice President
(Title)

[Signature]
(Witness)

Oklahoma Surety Company
(Surety) (Seal)

BY: [Signature]
(Title) Attorney-in-Fact



Surety Phone No. 800-722-4994

Surety Bond No.: Bid Bond
Principal: Midland Wrecking, Inc.
Obligee: City of Mission, KS

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the OKLAHOMA SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof.

Barbara Talty, individually of Mission, KS

IN WITNESS WHEREOF, the OKLAHOMA SURETY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of March, 2013



OKLAHOMA SURETY COMPANY

ATTEST:

SARA ANDERSON
SARA ANDERSON ASSISTANT SECRETARY

TODD BAZATA
TODD BAZATA VICE PRESIDENT

On this 12 day of March, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Oklahoma Surety Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 05000936

My Commission Expires: 01-26-17

L. FAY JESSEE
L. FAY JESSEE Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Oklahoma Surety Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SARA ANDERSON, Assistant Secretary of Oklahoma Surety Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of February, 2016.



SARA ANDERSON
SARA ANDERSON Assistant Secretary

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

DEMOLITION OF STRUCTURE – 5908 OUTLOOK

THIS AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the City of Mission, Kansas, hereinafter the "City", and _____
hereinafter the "Contractor";

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **DEMOLITION OF STRUCTURE – 5908 Outlook** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be

done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____

DOLLARS (\$ _____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than **June 24th, 2016**. 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 paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed _ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____
Steve Schowengerdt
Mayor

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

CITY OF MISSION, KANSAS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
of _____ as principal, hereinafter referred to as the
"Contractor," and _____,
a corporation organized under the laws of the State of _____ and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound unto the City of
Mission, Kansas, hereinafter referred to as "City," in the penal sum of _____
Dollars
(\$ _____), lawful money of the United States of America, for the payment of which sum
well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors
and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____
20____, executed a written Agreement with the aforesaid City for furnishing in a good, substantial
and workmanlike manner all construction, labor, materials, equipment, tools, transportation,
superintendence and other facilities and accessories for **DEMOLITION OF STRUCTURE – 5908
OUTLOOK** designated, defined and described in the Agreement and the Contract Documents, and
in accordance with the Specifications and Plans and other Contract Documents therefor; a copy of
the Agreement being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each
and every covenant, condition, and part of the Agreement, and the Conditions, Specifications, Plans
and other Contract Documents thereto attached or by reference made a part thereof, according to
the true intent and meaning in each case, and the improvements shall be constructed so as to
endure without defect and need of repair for a period of two years from the date of final payment,
then this obligation shall be and become null and void; otherwise it shall remain in full force and
effect.

PROVIDED, that said Surety, for value received, 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, Plans and other Contract Documents accompanying 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 of the Agreement or to the Work or to the
Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended
automatically and immediately, without formal and separate amendments hereto, upon amendment
to the Agreement not increasing the contract price more than 50 percent, so as to bind the
Contractor and the Surety to the full and faithful performance of the Agreement so amended. The
term "amendment," wherever used in this bond, and whether referring to this bond or the
Agreement, shall include any alteration, addition, extension, or modification of any character
whatsoever.

Whenever Contractor is declared by City to be in default under the Contract Documents, the City
having performed City's obligations thereunder, the surety may promptly remedy the default or shall
within fourteen (14) days from the date of notice from the City:

1. Commence completing the Work of the Agreement in accordance with its terms and conditions. However, Surety may not use the defaulting Contractor, or any legal reformation of the defaulting Contractor, to complete the Work and the Surety may not use any of the subcontractors of the defaulting Contractor to complete the Work without the written consent of the City; or
2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the City and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an Agreement between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price, including other costs and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____, _____ on this, the _____ day of _____, 20_____.

Contractor/Principal

ATTEST:

By _____ (SEAL)

Secretary

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE
DEMOLITION OF STRUCTURE – 5908 OUTLOOK

CITY OF MISSION, KANSAS
STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Contractor and principal, and _____
_____ a corporation organized under the laws of the State
of _____ and authorized to transact business in the State of Kansas, as surety, are
held and firmly bound unto the State of Kansas, in the penal sum of _____
_____ Dollars (\$ _____)
lawful money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the ____ day of _____, 20____, entered into an
Agreement with the City of Mission, Kansas, a copy of which is attached hereto and incorporated
herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor,
and constructing public improvements described in the Agreement and the Contract Documents, all in
accordance with Specifications, Plans and other Contract Documents on file in the office of the City
Clerk of the City of Mission, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all
indebtedness incurred for supplies, materials, transportation or labor furnished, or equipment used or
consumed in connection with or in or about the construction or making of the improvements described
in the above-mentioned Contract Documents, then this obligation shall be void; otherwise, it shall
remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement and the Contract Documents to the work to be
performed thereunder, or the Plans and 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 of the Agreement, Contract Documents or to the Plans and
Specifications.

SB- 1
DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

Rev. May 2005

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE

DEMOLITION OF STRUCTURE – 5908 OUTLOOK

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

The said Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment or supplies used or consumed in connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness within six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20_____.

Contractor/Principal

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

SB- 2

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

Rev. May 2005

DEMOLITION OF STRUCTURE – 5908 OUTLOOK

CITY OF MISSION, KANSAS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Contractor and principal, and _____
_____, a corporation organized under the laws of the
State of _____ and authorized to transact business in the State of Kansas, as surety,
are held and firmly bound unto the City of Mission, Kansas in the penal sum of _____
_____ Dollars (\$ _____) lawful money of the
United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into an
Agreement with the City of Mission, Kansas, a copy of which is attached hereto and incorporated
herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor,
and constructing public improvements described in the Agreement and the Contract Documents, all
in accordance with Specifications, Plans and other Contract Documents on file in the office of the
City Clerk of the City of Mission, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all
indebtedness incurred for supplies, materials, transportation or labor furnished, or equipment used
or consumed in connection with or in or about the construction or making of the improvements
described in the above-mentioned Contract Documents, then this obligation shall be void; otherwise,
it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement and the Contract Documents to the work to be
performed thereunder, or the Plans and 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 of the Agreement, Contract Documents or to the Plans and
Specifications.

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and
immediately, without formal and separate amendments hereto, upon amendment to the Agreement
not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety
to the full and faithful performance of the Agreement as so amended. The term "amendment,"
wherever used in this bond and whether referring to this bond or the Agreement shall include any
alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20__.

ATTEST:

Secretary

Contractor/Principal

By _____ (SEAL)

Surety Company

By _____ (SEAL)
Attorney-in-Fact

- NOTE:
1. A Labor and Material Payment Bond is required only in connection with a Contract which does not exceed one hundred thousand dollars (\$100,000.00).
 2. Date on bond must not be prior to date of contract.
 3. If Contractor is partnership, all partners should execute bond.
 4. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
 5. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

DEMOLITION OF STRUCTURE – 5908 OUTLOOK

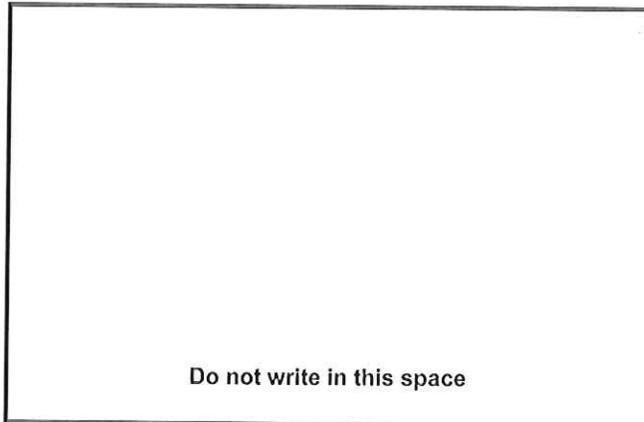
KANSAS SECRETARY OF STATE
Nonresident Contractors Appointment of Service Agent

S1

All information must be completed or this document will not be accepted for filing.

Contact Information

Kansas Secretary of State
Kris Kobach
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
kssos@kssos.org
www.kssos.org



1. _____ hereby
(Name of individual, partnership, association or corporation)

appoints for three years:

(Name of service agent – must be Kansas resident)

2. The address of the service agent in Kansas is: *(Address must be a street address. A post office box is unacceptable)*

Street address City State Zip

3. The state in which the company was formed: _____

4. The company mailing address is: _____
Street address City State Zip

5. In testimony whereof, I, _____, of said entity,
hereunto subscribe my name this _____ day of _____, _____.
Day Month Year

Signature

State of _____
County of _____ } ss.

Acknowledged before me this _____ day of _____, _____.

My appointment or commission expires _____.

Affix an impression of notary's seal here:

Notary's Signature

Instruction

Note: Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships or foreign liability companies qualified to do business and in good standing in Kansas are not required to file this form.

1. Please submit this form properly notarized with the \$35 filing fee.

Notice: There is a \$25 service fee for all returned checks.

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	4/1/2016
Public Works	From:	John Belger

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

RE: Traffic Signal Analysis - Martway / Broadmoor

RECOMMENDATION: Approve the task order with Olsson Associates to perform a traffic signal study at Martway / Broadmoor in an amount not to exceed \$7,000.

DETAILS: In 2013, the traffic signal at Martway / Broadmoor was installed in connection with the Martway Street Rehabilitation project. The intersection had previously been controlled by a four-way stop. Prior to the installation, a traffic signal warrant analysis was performed to determine the correct movements and phasing of this intersection. At that time, the only portion of the intersection that warranted a left turn phase (protected left turn) was westbound Martway.

Since the signal's installation, there have been a number of requests for a left turn phase for southbound Broadmoor. At peak times, only one or two vehicles can make the left turn from southbound Broadmoor to eastbound Martway. This causes traffic to back up on Broadmoor and motorists wait through 2-3 signal cycles before they are able to make the turn. Staff did not want to proceed with the analysis until the Welstone residential facility was open and occupied, as it was anticipated to impact traffic counts and movement in the area.

Olsson has provided a scope to evaluate the signal and determine if it meets the warrants for a dedicated left turn arrow for southbound traffic on Broadmoor. If so, a conceptual plan will be provided to modify the signal to meet the current warrants.

CFAA Considerations: This analysis will optimize the functionality of the traffic signal. This, in turn, will make it easier for motorists to navigate this intersection.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Engineering Services 01-20-207-03
Available Budget:	\$42,570

Exhibit "A" – Task Order

TASK ORDER: BROADMOOR & MARTWAY PHASING STUDY

This Task Order is made as of this _____ day of _____ 20____, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated December 17, 2014 (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON ASSOCIATES (OLSSON). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

This task order is related to scope of services for completing a Phasing analysis and Study for Broadmoor & Martway.

Section A. - Scope of Services

A.1. OLSSON shall perform the following Services as outlined in **EXHIBIT C "Scope of Services"**

Section B. - Schedule

B.1. OLSSON shall perform the Services and deliver the related Documents (if any) during 30 working days

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of **\$7,000.00**, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

Section D. - Owner's Responsibilities

D.1. Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

E.1. The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: _____

Name: _____

Title: _____

Date: _____

OLSSON ASSOCIATES (OLSSON)

By: Paul Moore

Name: Paul Moore, P.E.

Title: Project Manager

Date: 9-28-15

EXHIBIT C
SCOPE OF SERVICES:
BROADMOOR & MARTWAY PHASING STUDY
Mission, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

The primary objective of this study is to evaluate existing phasing for the Southbound left turn at the intersection of Broadmoor & Martway. Currently the left turn phasing is "Protected" only. A review of the signal and left turn phasing will be completed to see if it meets appropriate warrants, sight distance for "Permissive" or "Protected/Permissive" phasing, with the goal of improving overall traffic operations.

SCOPE OF SERVICES

Task I. Project Management

1.01 Project Management

- A. Olsson will coordinate with the City and oversee all aspects of the project including communications, billings, sub-consultants. The Consultant shall provide monthly updates and invoicing to the City.

Task II. Broadmoor & Martway Phasing Study

2.01 Field Observations and Data Collection

- A. Olsson will monitor the traffic signal during peak hour periods, will review sight distance and collect Mid-day and PM peak hour turning movement volumes from 11am-1pm and 4-6pm at the intersection of Broadmoor & Martway. Existing signal timing data will also be collected and used in the analysis.

2.02 Signal Phasing and Capacity Analysis

- A. Olsson will evaluate the signal phasing warrants and overall operation of the intersection to determine recommendations. Phasing warrants will be completed to determine the safety of permissive phasing including review of both advancing and opposing volumes and evaluation to recommended transportation practices. Capacity analysis will be completed to review permissive phasing options and operations.

2.03 Summary of Recommendations

- A. A brief technical memorandum summary the results and recommendations will be completed. The summary will include figures of existing volume and Levels of Service (LOS). The appendix will include count, warrant, and other pertinent data.

2.04 Conceptual Plan (As-Needed)

- A. Olsson will prepare an exhibit to be used for a maintenance contractor to replace the signal head(s) at the intersection. The exhibit will include any signal phasing and signal timing changes required at the intersection. The consultant will review the changes in the field after the contractor has made the signal head/phasing change and will fine tune signal timings if needed.

Task III. Meetings (As-Needed)

3.01 Meetings

- A. Time was allocated for up to 2 meetings for up to 2-hours per meeting including travel time to cover discussion that may be needed for either Task II. Additional meetings can be completed on an hourly basis but are not expected to be required for this project

Compensation

Task I – Project Management	\$ 610.00
Task II – Phasing Study	\$ 3,420.00
Task II – Phasing Study Concepts (As-Needed)	\$ 1,830.00
Task III – Meetings (As-Needed)	\$ 1,040.00
Expenses	<u>\$ 100.00</u>
TOTAL	\$ 7,000.00

City Responsibilities

- 1. Coordination.

Assumptions

- 1. Traffic Counts may be completed in-house by Olsson or subcontracted as required to best meet schedule.

Exclusions

- 1. Conceptual or Final Design Plans.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	March 30, 2016
Parks & Recreation	From:	Christy Humerickhouse

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

RE: Construction of park located in the Mission Crossing development.

RECOMMENDATION: Accept the bid of Mega Industries Corporation in an amount not to exceed \$102,276.30 for construction of the park located in the Mission Crossing development, and, if necessary, authorize the City Administrator to issue a change order in the amount of \$6,766.05 for Bid Alternate B, entirely at the expense of Tetrad Property Group, to construct adjacent sidewalks as required by the developer's site plan.

DETAILS: As part of the Redevelopment Agreement with Mission Commons Investors, LLC, the developer donated the land and \$100,000 to establish a public park at the southwest corner of Broadmoor and Martway. The City delayed park construction pending the completion of the last phase of the project, the Welstone facility, because the park land was needed for construction staging. The developer provided the City an additional \$3,650 to extend the easement agreement to project completion.

With Welstone residents now moving into the facility, the City is prepared to build the park. Last year, Bowman Bowman Novick (BBN) presented plans for an attractive pocket park with seating areas, a shade structure, trees and a perimeter sidewalk. In May 2015, the City Council approved the expenditure of \$127,265.63 (including design work of \$22,941) to construct the park.

The project was bid competitively, and the City received 7 proposals. All seven exceeded the architect's estimate and the project budget. Since receipt of the bids, Staff and the architect have worked with the low bidder, Mega Construction, to bring costs within the authorized budget. In order to accomplish that, the following scope adjustments are recommended:

- Secure shade structure through an alternate provider. The change is in shape only (kite to square), and the quality, performance, and aesthetics have not been compromised. This change results in a \$5,255 savings.
- Remove all trees (11 total) from the bid. Staff will evaluate tree size options and promote the Celebration Tree Program as a way to secure trees for the park in time for fall planting. The project budget includes a 5% construction contingency (\$4,870.30) and there is approximately \$2,048 remaining to bring the project total to the previously authorized amount. These funds may also be used to secure trees. Removing trees from the bid results in a savings of \$19,844.

The final not-to-exceed price after these changes is \$102,276.30.

In addition to the work associated with the City park, Mission Crossing's site plan required the developer to install a sidewalk adjacent to the park; however, this has not been completed.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09 Capital Projects
Available Budget:	\$104,324.63

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	March 30, 2016
Parks & Recreation	From:	Christy Humerickhouse

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

Staff is working with the developer to determine if their contractor will install the sidewalk or if the City will complete the work at the developer's expense. This scope of work was included as Bid Alternate B at a bid cost of \$6,766.05. However, pursuant to Council Policy 102, the City Administrator's maximum change order authority for this project is limited to \$2,045.52 without the Council's consent. Staff requests that the City Administrator be authorized, if necessary, to issue a change order to construct the south sidewalk.

CFAA CONSIDERATIONS/IMPACTS: This activity supports section 1-A of the Communities for All Ages Checklist, which establishes as a goal that "The city develops and implements age-friendly policies that consider the needs of persons of all ages in the siting, design and development of public spaces. Examples include: parks and other outdoor spaces, walkways, outdoor seating, streetscapes and buildings."

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09 Capital Projects
Available Budget:	\$104,324.63

**Mission Crossing Park 2-25-16
Martway & Broadmoor**

Bidder	Total Bid	Alternate #1	Alternate #2	Alternate Shade Structure	Deduct Tree Planting	Add 5% Construction Contingency	New Bid Total	Architects Fees	Project Total
<i>Architect's Estimate</i>	\$99,643.00	\$9,170.00	N/A	N/A	N/A	\$4,982.00	\$104,624.00	\$22,941.00	\$127,566.00
Mega Industries	\$122,505.50	\$14,410.00	\$6,766.05	-\$5,255.00	-\$19,844.00	\$4,870.30	\$102,276.30	\$22,941.00	\$125,217.30
KJ Remodeling	\$127,593.54	\$13,590.00	\$9,965.50					Difference:	\$2,348.70
Gunter Construction Company	\$132,269.00	\$11,790.00	\$5,245.00						
Pyramid Construction	\$149,155.00	\$17,685.00	\$11,539.00						
John Rohrer Contracting Company	\$163,332.00	\$25,415.00	\$12,505.00						
Miles Excavating	\$174,729.87	\$20,071.30	\$9,598.35						
Amino Brothers	\$187,038.20	\$17,161.00	\$15,420.30						

BID – REVISED (ADDENDUM #1)

MISSION CROSSING PARK CONSTRUCTION

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed contract documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Mobilization	Lump Sum	1	12,000. ⁰⁰	12,000. ⁰⁰
2	Construction Staking	Lump Sum	1	1500.00	1500.00
3	Earthwork	Lump Sum	1	10,000. ⁰⁰	10,000. ⁰⁰
4	Typical Concrete Pavement	Sq. Ft.	2935	5.50	16142.50
5	CIP Stairs With Curb	Nose Ft.	130	85.00	11050.00
6	Accessible Ramp	Sq. Ft.	250	7.50	1875.00
7	Handrails	Lin. Ft.	86	83.00	7138.00
8	Park Benches	Each	4	1250.00	5000.00
9	Park Concrete Tables	Each	4	1600.00	6400.00
10	Trash Receptacles	Each	4	1000.00	4000.00
11	Recycling Receptacles	Each	1	1000.00	1000.00
12	Pet Waste Systems	Each	2	700.00	1400.00
13	Shade Structure	Lump Sum	1	22,000. ⁰⁰	22,000. ⁰⁰
14	Trees (5.5" Caliper)	Each	11	2000.00	22000.00
15	Seeding	Acres	0.4	2500.00	1000.00

TOTAL BASE BID \$ 122,505.50

ALTERNATE 1: COLORED REINFORCED CIP WALLS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
A1-1	Colored Reinforced CIP Walls	Cu. Yds.	13.1	1100.00	14410.00

TOTAL ALTERNATE 1 BID \$ 14410.00

ALTERNATE 2: SOUTH SIDEWALK

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
A2-1	Typical Concrete Pavement	Sq. Ft.	1049	6.45	6766.05

TOTAL ALTERNATE 2 BID \$ 6766.05

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, within 120 calendar days as set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

The undersigned also declares that it understands that if not preset by the City the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

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 paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s).

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. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) ADDENDUM #1 ✓
addendum #2

Enclosed is a certified check, cashier's check or bid bond in the amount of

5% of bid
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.

DATED in N. Kansas City this 25th day of February, 2016.

MEGA Industries Corporation

(SEAL)

Contractor

Signature

Brian Gordon

Printed Name

President

Title

Street Address or P.O. Box

City, State, Zip

Telephone Number

Fax Number

6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) _____

Enclosed is a certified check, cashier's check or bid bond in the amount of

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.

DATED in N. Kansas City, MO this 23rd day of February, 2016.

(SEAL)

MEGA Industries Corporation
Contractor


Signature

Brian Gordon
Printed Name
President
Title

1491 Iron St.
Street Address or P.O. Box

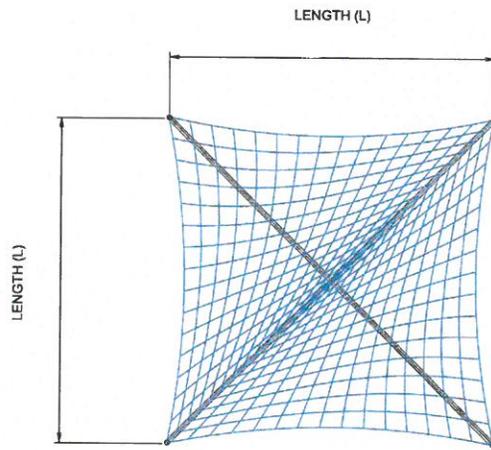
North Kansas City, MO 64116
City, State, Zip

816-472-8722
Telephone Number

816-472-16722
Fax Number

ALPACON

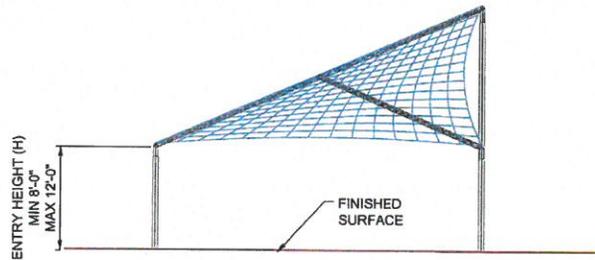
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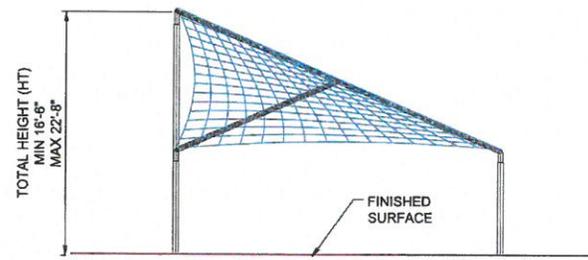
PLAN VIEW



PERSPECTIVE VIEW



FRONT ELEVATION



SIDE ELEVATION



City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	3/31/2016
Community Development	From:	Danielle Murray

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

RE: Stormwater BMP Cost Share Program - Interlocal Agreement

RECOMMENDATION: Approve the Interlocal Agreement with Johnson County to participate in the Stormwater Best Management Practices (BMP) Cost Share program for 2016.

DETAILS: The County's Stormwater BMP Cost Share Program allows Mission residents and businesses to receive County financial assistance - up to 50% of cost - to implement stormwater Best Management Practices (BMPs) on their property.

Unmanaged stormwater adversely affects City streams and creeks by causing water pollution, stream bank erosion, and downstream flooding. BMP projects are designed to capture, filter, or slow down the flow of rainwater on a property.

Examples of Stormwater Best Management Practices (BMP)

- Native tree planting
- Rain barrels
- Rain gardens and bioswales
- Stream buffers
- Native vegetation filter strips

Mission property owners must apply and be pre-approved for the program on a first-come, first-served basis. Applicants pay project costs out-of-pocket, and then the City will reimburse 50% of eligible costs incurred (up to the pre-approved amount) following an inspection. The County then reimburses the City for all funds awarded. The share of the program available to Mission property owners in 2016 will be up to \$3,000. The funded improvement must be maintained for a minimum period of three years as a condition of the grant.

The attached Interlocal Agreement would serve as the City's agreement to participate in the program. If approved by the Council, Neighborhood Services will immediately begin to advertise the opportunity to Mission property owners. This will be the third year the City has participated in this program. To date, the program has been used by one resident to install a rain garden. Staff anticipates additional utilization of the program for tree planting in the coming years due to the impacts of Emerald Ash Borer and an aging tree canopy.

CFAA CONSIDERATIONS/IMPACTS: Not applicable.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	\$0. All costs reimbursed by Johnson County.

Agreement
For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Mission, Kansas, acting through the Mission Neighborhood Services Department (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ___ day of _____ , 20__

Recitals

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of rain barrels, rain gardens, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

C. The City has developed BMP cost-share program (“Program”) which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$3,000.00 to the City for its Program upon the following terms and conditions:

Agreement

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$3,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.

3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City's sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.
5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of March 1, 2016, and shall expire on January 31, 2017. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

City of Mission

Johnson County Public Works Department

Steve Schowengerdt
Mayor

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

David K. Martin, City Attorney

Robert A. Ford, Asst. County Counselor

2016 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMPs) on their property to aid in the improvement of local and regional water quality. The program will reimburse applicants, up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

Project Type	Project Reimbursement Cap
● Rain barrel	\$75.00 per barrel, up to two
● Native tree planting	\$100.00 per tree, up to two
● Rain garden	\$1,000
● Native planting stream buffer/swale	\$1,000

Program Applicant Conditions

1. The applicant shall be responsible for all project costs. The City of Mission will provide reimbursement after the costs have been incurred. After submitting all final costs and receipts, the City of Mission will reimburse the applicant.
2. All projects or installations must be completed by October 31, 2016.
3. Additional program requirements apply for native tree plantings. Check specifically with Neighborhood Services to confirm that your plantings qualify.
4. The City of Mission will require access to your property for evaluation of the application prior to the start of construction, during construction, and after construction is complete for final inspection of the project.
5. Implementation of an approved project is the sole responsibility of the property owner. The City of Mission is not liable for personal injury or property damage resulting from said work.
6. Projects approved for funding carry no implied warranty by the City of Mission.
7. The funded practice shall be maintained for a minimum period of three years. All maintenance costs are the responsibility of the property owner.
8. The applicant is responsible for obtaining all applicable permits. This includes notifying Kansas One-Call before digging.



Instructions

1. Complete the application. Include all of the following:
 - Summary or description of the project
 - Photos of project location
 - Cost summary and/or contractor's estimate for the project
 - Contractor's Certificate of Insurance (If applying for rain garden, buffer, or swale project)
 - Anticipated project schedule and expected completion date
2. Make sure the application is signed by the property owner.
3. Submit the completed application and all required documents to the Neighborhood Services Division.
4. After application approval, contact Neighborhood Services prior to starting the project for an initial inspection.
5. Call Neighborhood Services for a final inspection after the project is completed.
6. Submit final receipts to Neighborhood Services for approval and payment.

Contact Information

City of Mission - Neighborhood Services Division
6090 Woodson St., Mission, KS 66202
913-676-8360 ~ www.missionks.org



2016 Stormwater Best Management Practices Application

Applicant information

Applicant/Property owner name:

Street address:

City: _____ State: _____ Zip code: _____

Owner phone number: _____

Owner email address: _____

Project proposed

- Single Rain Barrel (1)
- Multiple Rain Barrels (Up to 2)
- Rain Garden
- Native Planting Stream Buffer/Swale
- Single Native Tree
- Multiple Native Trees (Up to 2)

Projects are subject to applicable laws and provisions including but not limited to the City of Mission Municipal Code.

Application attachments

Please attach the following:

1. Summary or description of the project
2. Photos of project location
3. Cost summary and/or contractor's estimate for the project
4. Contractor's Certificate of Insurance (If applying for rain garden, buffer, or swale project)
5. Anticipated project schedule and expected completion date
6. Site plan showing the project location and area being treated with BMP's and plant list



Total project cost estimate before reimbursement:

Amount requested:

(Up to 50% of estimated project cost, not to exceed \$1,000 for rain garden/stream buffer/swale, \$75.00 for each rain barrel, up to two, and \$50 for each native tree, up to two.)

Signature

The City of Mission requires access to your property for evaluation of this application and inspection of the completed project.

- Yes, the City of Mission may have access to my property

- I understand that failure to maintain the BMP for at least 3-years will require repayment of the matching funds.

By signing this application, the applicant agrees that all information provided in this application and the accompanying documents is accurate and agrees to the conditions of this program, including maintenance of the facility for a period of three (3) years.

All projects or installations must be completed before October 31, 2016.

Applicant/Property Owner Signature

Date

--	--

City of Mission Use Only

Amount requested: _____ Pre-construction inspection date: _____

Amount approved: _____ Post-construction inspection date: _____

Reimbursement mailed: _____ Post-construction photos: _____

Staff Signature: _____ Date: _____

City of Mission	Item Number:	5.
DISCUSSION ITEM SUMMARY	Date:	3/31/2016
PUBLIC WORKS	From:	John Belger

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

RE: 2016 Street Program

DETAILS: The Street Maintenance Program was implemented in 2011 as an annual program consisting of a variety of treatments including mill and overlay, seal application, spot curb replacement, ADA improvements, and on-going data collection. The program has touched approximately 37 lane miles of roadway since its inception.

Staff collects information on an on-going basis in order to refine and reprioritize the needs in the annual street maintenance program. Over the last several months, staff has reviewed streets previously deferred, as well as those originally proposed for the 2016 Street Program, to develop a recommended program for Council consideration. The list of street segments recommended for mill and overlay and seal programs for 2016 are included in the packet. Additional 2016 program highlights and recommendations include:

1. Street Infrastructure Inventory and Condition Update. Staff solicited a proposal from Cartegraph to perform an inventory and condition update of streets and curbs city-wide. The process also allows for other items (i.e. sidewalks and signage) to be inventoried via 360° imaging. The information is loaded directly into our asset management software. The last inventory and PCI ratings (streets only) were assigned in 2008. It is recommended to update scores every 5-8 years in order to monitor how streets perform with different treatments and to track how conditions change over time. The total cost to complete the comprehensive inventory is \$36,000.
2. ADA Improvements. A request for improvements to sidewalk ramps was submitted to Public Works by a resident on Rock Creek Lane. The sidewalks along Roeland Drive currently do not have ramps for wheelchair accessibility and we propose constructing ADA compliant ramps in this area.
3. Continue use of Chip Seal. Due to the current conditions of our roads, the chip seal treatment provides the most effective and efficient seal application. The larger aggregate makes this more substantial than a slurry seal. The ¼” aggregate size is used in residential applications whereas a larger ⅜” aggregate is utilized on arterial roads. The smaller aggregate provides a better ride quality and aesthetic in residential applications. Shot rate and sweeping procedures have been modified to reduce the amount of aggregate shedding.
4. Continue Geotechnical Reports. Perform geotechnical analysis on projected mill and overlay sections identified in the 2020 program. This analysis and testing assists in determining the specific maintenance category most appropriate to each street section in

Related Statute/City Ordinance:	Council Policy on Infrastructure Maintenance Strategy / Street Maintenance
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 35-90-805-09 - Capital Projects
Available Budget:	\$350,000

City of Mission	Item Number:	5.
DISCUSSION ITEM SUMMARY	Date:	3/31/2016
PUBLIC WORKS	From:	John Belger

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

the program, and also matches up with the 5 year CIP. In future years, the geotechnical analysis will continue to be performed on the fifth year out. The estimated cost for the geotechnical work is \$20,000.

Funds are budgeted at \$350,000 annually for the Residential Street Maintenance Program. The costs are shared between the Special Highway Fund and the Transportation Fund.

Also included in your packet is a letter from the Kennett Place HOA requesting the Council consider including a seal treatment for their streets in the 2016 Street Program. You will recall we have been talking with them over the last year because of previous maintenance commitments made by the City. We will discuss the request in more detail during the Committee meeting.

CFAA CONSIDERATIONS/IMPACTS: Along with surface treatment to the street, there are many items this program aims to improve. ADA ramps, sidewalk connectivity, and traffic striping are all constructed or improved with these projects.

Related Statute/City Ordinance:	Council Policy on Infrastructure Maintenance Strategy / Street Maintenance
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 35-90-805-09 - Capital Projects
Available Budget:	\$350,000

KENNETT PLACE HOMEOWNERS ASSOCIATION
6304 Kennett Place
Shawnee Mission, Kansas 66202-4280

Pat A. Palmer-Sanditz
President
Robert C. Wessel
Vice President
Ethan Hirsh
Secretary
Janet Buttery
Treasurer
Don Aripoli
Director

March 30, 2016

Mayor Steve Schowengerdt
and The City Council
City of Mission, KS
City Hall
6030 Woodson
Mission, KS 6620

Ladies and Gentlemen:

We are presenting this request as a result of the attached letter from former Mayor Sylvester Powell, and the gracious street work which the City has previously done for our community.

We represent 36 property owners who pay taxes in the City of Mission, and are aware that we receive certain benefits as a result, such as:

City Police protection
Fire Department Protection
City maintenance of infrastructure
Trash and Recycling pick-up
Neighborhood Grants, which we have put to good use
Use of Community Center

There is no benefit from the school tax, as we have no children residing in Kennett Place and attending public schools. Of course, all of the households in Kennett Place routinely shop in Mission and there is a benefit to the City from the sales tax paid.

All property owners in our community are grateful for the work done by the City during 2004 in the maintenance and resurfacing of our small street system, and some small asphalt patches in 2014. However, almost 12 years have gone by, and we are in need of assistance with resurfacing. We have had conversations with Laura Smith and John Belger regarding this item to be included in the budget for the current City fiscal year.

If we could have mill and overlay of the asphalt, that would be wonderful and would last for a significant period of years. However, a portion of our street area is shown by core drilling that it does not seem to support that method. The chip and seal method may be preferable, but we await the suggestions of the City as to the actual contract and the materials and method to be used.

There are 59 or 60 voting age residents in the households in our enclave, and while we cannot guarantee that each person votes in all elections, we strongly encourage that all individuals be registered and vote.

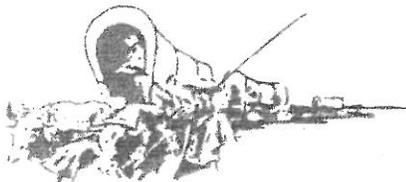
Thank you for your consideration of our request.

Cordially,

A handwritten signature in cursive script that reads "Pat Palmer-Sanditz". The signature is written in dark ink and is positioned above the printed name and title.

Pat A. Palmer-Sanditz,
President

Att.



City of MISSION

City Hall - 6090 Woodson Road - Mission, Kansas 66202

Office of the Mayor 722-3685

March 31, 1994

Mr. Robert F. Redmond III
2700 Commerce Tower
911 Main
P. O. Box 13446
Kansas City, Missouri 64199-3446

Re: Kennett Place

Dear Robert:

It is nice to have you in Mission and I congratulate you on being elected Chairman of the Board of the Homes Association.

Your letter to me dated March 4th has reaped dividends for your association.

It was necessary that your request be first considered by the Public Works Committee, and they recommended approval.

Your request came before the City Council on March 23rd, and it was unanimously approved.

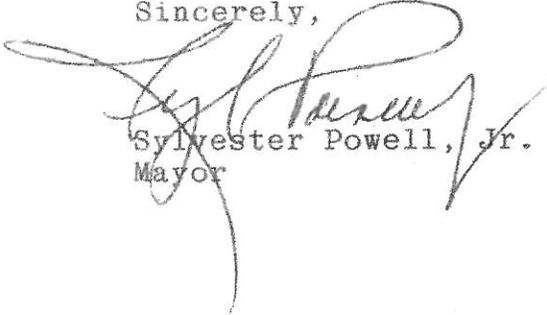
So that there will be no misunderstanding, I want it clearly understood that the City will take care of the maintenance of the streets. This will include the patching of any pot holes that may develop, and the resurfacing of the streets with an overlay when needed and repairs and replacement of curbs. The City Public Works Director inspected the streets and reported that they were in good condition and would not require an overlay for several years.

The City will not provide for snow removal (your letter) and the City will not build or construct any streets or complete any construction that has started.

Our responsibility is limited to street maintenance only. This should save the Homes Association some money.

If you have any problems where I can be of help, please do not hesitate to call me.

Sincerely,


Sylvester Powell, Jr.
Mayor

SP/bj

LAW OFFICES
VAN OSDOL, MAGRUDER, ERICKSON AND REDMOND, P.C.

2700 COMMERCE TOWER
911 MAIN STREET
P.O. BOX 13446

KANSAS CITY, MISSOURI 64199-3446

816-421-0644

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RICHARD M. ERICKSON *
ROBERT F. REDMOND, III
DAVID M. HARDING
MICHAEL D. FITZGERALD
ROBERT M. BEACHY
JEFFREY S. BAY
KENT A. COXE *
THOMAS R. REHORN, III *
JAMES C. WELCH, JR.
* ALSO ADMITTED IN KANSAS

PAUL VAN OSDOL, JR.
RETIRED

GUY A. MAGRUDER, JR.
OF COUNSEL

March 4, 1994

Mr. Sylvester Powell, Jr.
Mayor, City of Mission
6090 Woodson
Mission, KS 66202

Dear Sylvester:

I recently bought a home in Kennett Place and was quickly elected Chairman of the Board of the Homes Association. This is somewhat of a home-coming as the first house, which we purchased in 1960, was in Milhaven. It is nice to be back.

At our last Board meeting, the question was raised concerning the possibility of the City maintaining the streets in Kennett Place other than snow removal. Although our area is secured, the gates are only closed during the nighttime hours and otherwise are open to public travel. I do not know whether the City has been approached on this previously but I would appreciate knowing whether it is a possibility. I would assume the expense would not be prohibitive due to the limited travel.

I am pleased to know that the citizens of Mission have demonstrated the good judgment to maintain you in office during my absence. I have to question your judgment, though, in enduring the anguish of public office so long.

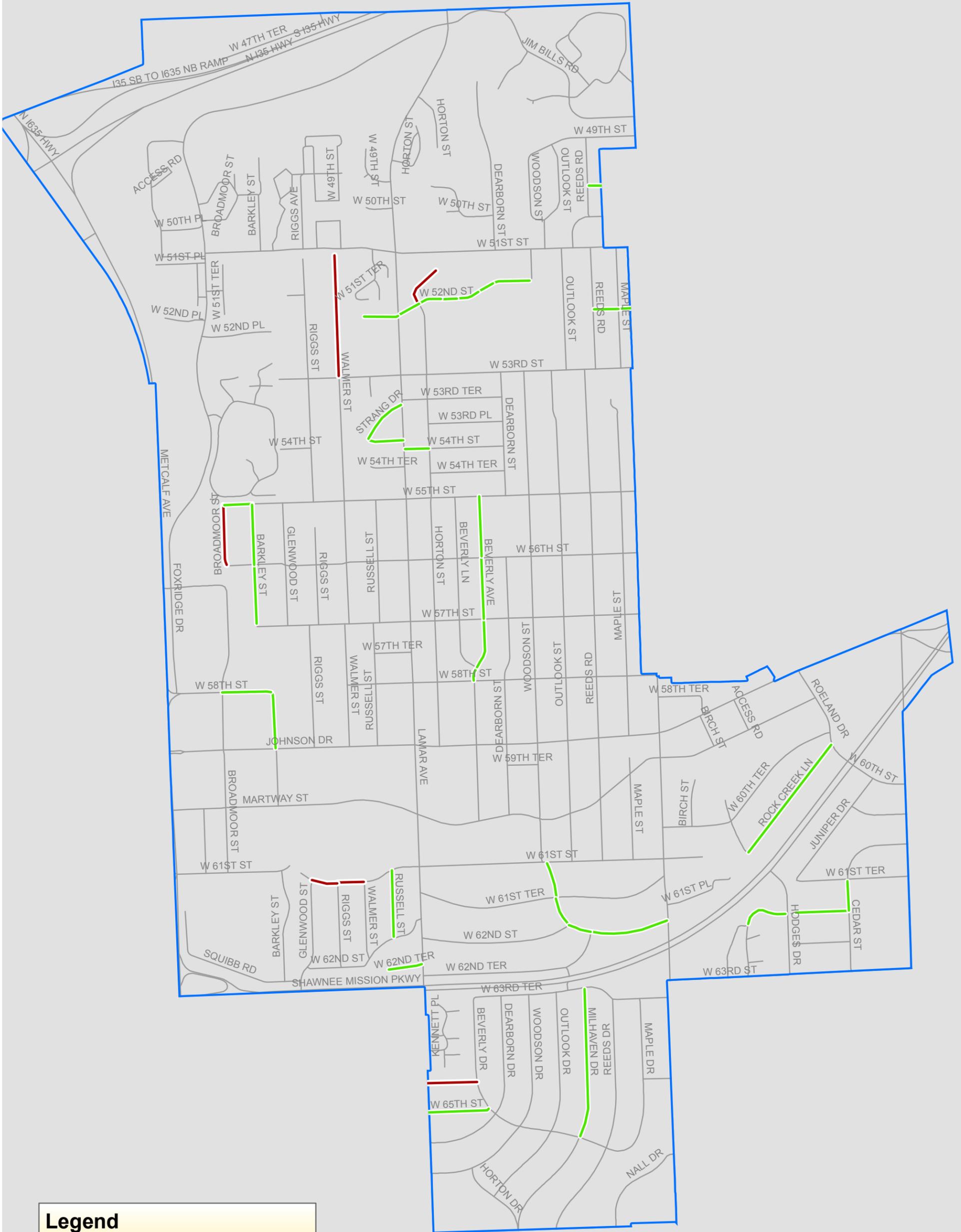
Best regards,



Robert F. Redmond, III

RFR:nss

2016 Street Maintenance Program



Legend	
	Seal
	Mill & Overlay

Section ID	Branch	From	To	Length	Width	Area	PCI	PCI Weight	Group Avg	Weighted Group AVG	Treatment #1	Cost Est.
50S-01	50th Street	(dead end)	Reeds Road	250	24	6000	85	510000	85.00	85.00		\$1,800.00
52S-03	52nd Street	Woodson Street	52nd Street - E. Roundabout	310.28	22	6826.16	90	614354.4				\$2,047.85
52S-04	52nd Street	52nd Street - E. Roundabout	52nd Street - E. Roundabout	102.12	22	2246.64	81	181977.84				\$673.99
52S-05	52nd Street	52nd Street - E. Roundabout	52nd Street - W. Roundabout	255.32	22	5617.04	88	494299.52				\$1,685.11
52S-06	52nd Street	52nd Street - W. Roundabout	52nd Street - W. Roundabout	105.46	22	2320.12	80	185609.6	83.86	83.92		\$696.04
52S-07	52nd Street	52nd Street - W. Roundabout	Horton Street	469.68	22	10332.96	78	805970.88				\$3,099.89
52S-08	52nd Street	Horton Street	Lamar Avenue	259.55	22	5710.1	86	491068.6				\$1,713.03
52S-09	52nd Street	Lamar Avenue	(dead end)	370.43	24	8890.32	84	746786.88				\$2,667.10
52S-01	52nd Street	East City Limits	Maple Street	136.65	20	2733	66	180378				\$819.90
52S-02	52nd Street	Maple Street	Reeds Road	274.87	18	4947.66	94	465080.04	80.00	84.04		\$1,484.30
54S-02	54th Street	Horton Street	Lamar Avenue	273.15	22	6009.3	85	510790.5				\$1,802.79
54S-03	54th Street	Lamar Avenue	Strang Drive	371.54	20	7430.8	84	624187.2	84.50	84.45		\$2,229.24
55S-15	55th Street	Barkley Street	Broadmoor Street	309.79	21	6505.59	85	552975.15	85.00	85.00		\$1,951.68
58S-11	58th Street	Barkley Street	Broadmoor Street	534.94	40	21397.6	87	1861591.2	87.00	87.00		\$6,419.28
62S-01	62nd Street	Cedar Street	(dead end)	577.96	22	12715.12	84	1068070.08	84.00	84.00		\$3,814.54
62S-02	62nd Street	Hodges Drive	Ash Street	530.55	21	11141.55	83	924748.65	83.00	83.00		\$3,342.47
62S-03	62nd Street	Nall Avenue	Woodson Road	864.09	22	19009.98	88	1672878.24				\$5,702.99
62S-04	62nd Street	Woodson Road	Woodson Road	240.23	22	5285.06	74	391094.44	81.00	84.95		\$1,585.52
62T-03	62nd Terrace	Lamar Avenue	(dead end)	378.59	20	7571.8	83	628459.4	83.00	83.00		\$2,271.54
65S-01	65th Street	Beverly Drive	Lamar Avenue	660.96	23	15202.08	83	1261772.64	83.00	83.00		\$4,560.62
BRK-03	Barkley Street	Johnson Drive	58th Street	613.65	40	24546	83	2037318	83.00	83.00		\$7,363.80
BRK-04	Barkley Street	57th Street	56th Street	656.82	25	16420.5	93	1527106.5				\$4,926.15
BRK-05	Barkley Street	56th Street	55th Street	657.85	21	13814.85	73	1008484.05	83.00	83.86		\$4,144.46
BVA-03	Beverly Avenue	58th Street	Beverly Lane	154.74	23	3559.02	53	188628.06				\$1,067.71
BVA-04	Beverly Avenue	Beverly Lane	57th Street	542.45	23	12476.35	96	1,197,729.60	78.50	83.86		\$3,742.91
BVA-05	Beverly Avenue	57th Street	56th Street	664.89	23	15292.47	84	1,284,567.48				\$4,587.74
BVA-06	Beverly Avenue	56th Street	55th Street	665.33	23	15302.59	81	1239509.79				\$4,590.78

Section ID	Branch	From	To	Length	Width	Area	PCI	PCI Weight	Group Avg	Weighted Group AVG	Treatment #1	Cost Est.
CDR-03	Cedar Street	62nd Street	61st Terrace	329.96	22	7259.12	83	602506.96	83.00	83.00		\$2,177.74
MLH-02	Millhaven Drive	Beverly Drive	63rd Terrace	1635.81	23	37623.63	82	3085137.66	82.00	82.00		\$11,287.09
RCL-01	Rock Creek Lane	Rosewood Street	Roeland Drive	1498.79	22	32973.38	84	2769763.92	84.00	84.00		\$9,892.01
RUS-01	Russell Street	62nd Street	61st Street	736.87	22	16211.14	85	1377946.9	85.00	85.00		\$4,863.34
STR-01	Strang Drive	54th Street	Lamar Avenue	468.57	20	9371.4	83	777826.2	83.00	83.00		\$2,811.42
WDR-02	Woodson Road	62nd Street	61st Terrace	336.15	22	7395.3	79	584228.7				\$2,218.59
WDR-03	Woodson Road	61st Terrace	61st Street	395.36	20	7907.2	90	711648	90.00	84.68		\$2,372.16
Count				16,633.40	780.00	388,045.83						\$116,413.75
32										1,726.48		
BDR-05	Broadmoor Street	56th Street	55th Street	641.77	21	13477.17	84	1132082.28	84.00	84.00		\$4,043.15

City of Mission	Item Number:	6.
DISCUSSION ITEM SUMMARY	Date:	3/30/2016
Administration Department	From:	Emily Randel

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

RE: Communities for All Ages Recognition Program

DETAILS: The City of Mission is participating in the *Communities for All Ages* work led by the Mid-America Regional Council (MARC), KC Communities for All Ages, and the First Suburbs Coalition. The work aims to assess how well City services are poised to meet the needs of all Mission residents over the next 20 years as demographic trends change.

The First Suburbs Coalition and the KC Communities for All Ages initiative has developed a recognition program to support the work. Mission achieved the Bronze level recognition in 2015 for activities that raised awareness about changing demographics and how city services can respond to those changes.

In 2016, Mission will apply for Silver level recognition. This represents continued work surrounding awareness, but also efforts by staff and Mission’s Sustainability Commission to assess Mission’s services against the Communities for All Ages Checklist. The Checklist was developed in 2014 as part of an earlier phase of this work. It organizes community services into six categories including:

- Public outdoor spaces and buildings
- Housing and commercial development
- Transportation and mobility
- Social inclusion, communication and participation
- Civic participation and employment
- Community and health services

The assessment assists in recognizing work already achieved and prioritizing areas for improvement.

More resources about the regional effort including the Communities for All Ages Checklist and Toolkit are available at the MARC website:

www.marc.org/Community/KC-Communities-for-All-Ages

CFAA CONSIDERATIONS/IMPACTS: The recognition program allows for more community awareness surrounding the issue of improving services to all Mission’s residents and visitors, regardless of age or ability. Achieving subsequent recognition levels demonstrates a continued commitment to the work and ongoing improvements in service delivery.

Related Statute/City Ordinance:	Resolution 930
Line Item Code/Description:	N/A
Available Budget:	N/A