

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, DECEMBER 13, 2017

7:30 P.M.

(or immediately following 6:30 p.m. F&A Meeting)

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Streetlight Maintenance Contract - John Belger ([page 3](#))

One of the requirements of acquiring the street lighting network from KCPL was that the City had to hire and use a KCPL approved contractor for ongoing maintenance. Since 2013, the City has contracted with Black & McDonald for these services. The City recently bid these services, and of the three bids received, Black & McDonald's was the lowest and most responsive. Staff recommends the approval of a contract with Black & McDonald at an annual cost of \$43,171.20.

2. Authorize Purchase of Towable Lift - John Belger ([page 21](#))

Due to the amount of savings seen in the capital equipment budget for 2017 in the Public Works Department, staff is proposing the purchase of a towable lift. A number of tasks, currently requiring lift rental, could be accomplished with this piece of equipment. Staff recommends the purchase of one (1) Bil-jax 3632T Towable Lift in an amount not to exceed \$27,350.00.

3. Civil Plan Review and Inspection Services for the Gateway - Brian Scott ([page 26](#))

In anticipation of the Gateway development project moving toward construction, staff has evaluated the resources necessary to see the project through to a successful completion. These primarily entail plan review and inspection services for both the buildings themselves and the associated site-work (both on-site and off-site) around the buildings. The City previously contracted with FSC, Inc., a building and structural engineering consulting firm for building plan review and inspection services. This item is an agreement with George Butler and Associates (GBA) for the civil engineering plan review and inspections services for in an amount not to exceed \$312,746.

4. 53rd Street Sidewalk Repairs - Laura Smith ([page 38](#))

For the last several weeks, the City Council has been discussing potential repair and / or replacement of approximately 200' of sidewalk along 53rd Street, generally between Woodson and Outlook. At the November 20 Special City Council meeting, the Council voted not to proceed with the complete removal and replacement of this section at this time, but did agree that the area had experienced settlement. Following the meeting, conversations continued regarding the opportunity to jack this section now to address the settlement and potentially test jacking as a possible tool for use in future sidewalk programs.

5. MFAC Second Slide Addition - Christy Humerickhouse ([page 42](#))

Funds are budgeted in the 2018 Capital Improvement Program (CIP) to install a second slide at the aquatic center. During initial construction of the aquatic center the necessary plumbing, pumps and supports were put installed in anticipation of adding a second slide in future years. Splashtacular was the slide subcontractor on the original construction of the aquatic center and had prepared the drawings and specifications necessary for the addition of the second slide. Request for approval is being made now to allow time to manufacture and install the slide prior to the summer 2018 swim season.

DISCUSSION ITEMS

OTHER

6. Department Updates - Laura Smith

Kristin Inman, Chairperson
Suzie Gibbs, Vice-Chairperson
Mission City Hall, 6090 Woodson
913-676-8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	12/1/2017
PUBLIC WORKS	From:	John Belger

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

RE: Streetlight Maintenance Contract - Black & McDonald

RECOMMENDATION: Staff recommends approval of a streetlight maintenance contract with Black & McDonald at an annual cost of \$43,171.20

DETAILS: One of the requirements for acquiring the streetlight network from KCPL was that the City had to provide a KCPL approved contractor to be responsible for the ongoing maintenance of the system. Because Mission did not have the personnel or professional expertise to perform regular maintenance work on streetlights, since 2013 we have used a service contract with a third-party contractor to perform these duties.

Following our RFP process, the City received three bids, the results of which are summarized in the table below. Staff is recommending the contract be awarded to Black & McDonald as the lowest and most responsive bidder.

2017 Streetlight Maintenance Contract 11-30-17			
Bidder	Bid Bond	Total Bid	Addendum
R/S Electric Utility Services	Yes	\$116,352.00	Yes
Mark One Electric Company	Yes	\$284,220.00	Yes
Black & McDonald	Yes	\$43,171.20	Yes

The initial term of this agreement will expire on December 31, 2018 and will renew for three additional one year periods unless the City notifies Black & McDonald of its intent not to renew at least 30 days before the expiration of the current annual contract term. A maximum 3% increase annually is provided for in the contract.

The full bidding/contract documents are included in your packet.

CFAA CONSIDERATIONS/IMPACTS: Keeping the street lighting infrastructure in good operating condition is critical to safe driving. All drivers benefit from a well lit roadway.

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06
Available Budget:	\$50,000



Request for Proposal

Streetlight Maintenance

Contract for the City of Mission,

Kansas

November 29, 2017

BID FORM
STREETLIGHT MAINTENANCE CONTRACT
CITY OF MISSION, KANSAS

To: City of Mission, Kansas:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated: 11/27/17

No. N/A Dated: _____

No. N/A Dated: _____

Bidder lists in the space provided below the names of the manufacturers and suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Bidder proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Failure to furnish all information requested below may be cause for rejection of the Bid.

Base Bid Service, Material and Equipment Items:

Per Pole Per Month Price	Monthly Price for 960 Streetlights	Annual Price for 960 Streetlights
\$ 3.75	\$ 3600.00	\$ 43,171.20

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Prices" presented at the end of this Bid Form for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

Note: This if project contains multiple sections of Work, as noted below, bidders must enter a bid for at least one individual section. Bidders are not required to bid on all sections. If Bidder enters a price for all sections together, he must also enter a price for each section individually. However, the price entered for all sections together need not equal the sum of the individual bid prices for each section.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES) - Annual -

Forty three thousand, one hundred seventy one

_____ Dollars and no/100 Cents twenty cents.

(words)

(figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

SIGNATURES

Signature of Bidder:

(If an Individual) Custom Lighting Services, LLC dba doing business as:

Black & McDonald

DBA

By Jennifer Mathes
Signature

(If a Partnership)

Name of Partnership

By _____
Signature

(If a Corporation)

Name of Corporation

By _____
Signature

(Business Contact - All)

Jennifer Mathes
Print Name

816-410-8633
Phone

Manager, Streetlights
Title

jmathes@blackandmcdonald.com
Email

6001 E. Front St.
Business Address

Kansas City, MO
City, State, Zip 64120



CITY OF MISSION

KANSAS

City of Mission ***Public Works Department***

4775 Lamar
Mission, Kansas 66202-3500
Phone Number (913) 676-8375 • Fax Number (913) 262-6916

Addendum

To: Drexel Technologies

Attn: Distribution

From: John Belger

Date: 11/27/2017

Subject: RFP Streetlight Maintenance

Please issue Addendum for Light Pole Specs, Map, and Locations.

Please add this as Addendum No.1. If you have any questions, please contact me at 913-676-8381.

Thank you,

John Belger

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Custom Lighting Services, LLC dba Black & McDonald

of 6001 E Front Street, Kansas City, MO 64120

(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto _____

_____ City of Mission

(hereinafter called the Obligee) in the penal sum of _____

_____ Five Percent of Tender Price _____ Dollars (_____ 5% of Tender Price _____)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for _____

Streetlight Maintenance, City of Mission, Kansas

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 28th day of November, 2017.

[Signature]

Witness

[Signature]

Natalie Azzi
Witness

Custom Lighting Services, LLC dba Black & McDonald (Seal)

Principal
[Signature]

Jennifer Mathis Manager, Stit Svs.
Title

Travelers Casualty and Surety Company of America

By [Signature]

Jacqueline Redford Attorney-in-Fact

Travelers Casualty and Surety Company of America

Bond No: 100012059-648

SURETY'S AGREEMENT TO BOND

WHEREAS

Custom Lighting Services, LLC dba Black & McDonald

(the "Principal") has submitted a written tender to
City of Mission

(the "Obligee") dated November 30, 2017 (the "Tender Date") concerning:
Streetlight Maintenance, City of Mission, Kansas

and the condition of this obligation being such that the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or if no time period is specified in the Obligee's bid documents, within Ninety (90) days from the closing date of the tender.

We Travelers Casualty and Surety Company of America (Surety Company), a corporation created and existing under the laws of Connecticut and duly authorized to transact the business of Suretyship in **The United States of America** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for
One Hundred Percent of the contract price (100%)

conditioned for the performance of the work described herein and the contract between the Contractor and Obligee.

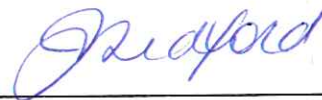
2. a Labour & Material Payment Bond in favour of the Obligee for
One Hundred Percent of the contract price (100%)

with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED November 28, 2017

Travelers Casualty and Surety Company of America



Jacqueline Redford, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231377

Certificate No. 007265316

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jacqueline Redford, Janice Oehm, Kathy Ness, Patrick W. Baker, Shane Sinclair, Lisa Gierl, Steven Gava, and Stan Kolodziejcki

of the City of Toronto, Ontario, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

STREET LIGHT MAINTENANCE QUALIFICATIONS

Company Overview- An Experienced Industry Leader

B&M is the premier provider of full service street light solutions in North America. We have been providing street light management and maintenance services for numerous cities and electric utilities for over 20 years. We are currently delivering innovative and cost effective street light solutions on more than 500,000 lights.

B&M has been providing street light maintenance services in the Greater Kansas City area since 1997. B&M has in place all of the personnel, facilities, equipment and materials necessary to implement your street light maintenance contract immediately. The City of Mission will receive direct benefit from our in-depth knowledge of their street light system. B&M has been performing maintenance on this system for the City the last 4 years, in addition to performing maintenance on the system while previously owned by KCP&L since 2002. We have retained all of the historical maintenance and repair work on this system performed during that time.

B&M keeps up to date with the latest in street light technology in order to provide our customers valuable input on the direction of the industry. As a leader in the industry, B&M has been invited to participate in solid state street lights (LED) projects for the Mid America Regional Council (MARC) and the Department of Energy (DOE), as well as several municipalities throughout the US.

B&M is an innovation leader in the street light construction and maintenance industry. We are a strong believer in proactively identifying and maintaining street light assets before they become an issue with the general public. Our night patrol program and asset management programs (CMMS) are supported by software applications developed in-house by B&M. These programs make us highly efficient and productive in the accomplishment of maintenance and repairs.

Street Light Program Implementation

B&M has in place at its Kansas City facility all of the resources and work management processes necessary to meet the tasks outlined in the RFQ for street light maintenance and repairs. We are currently using all of these resources and work management processes to perform services for many other municipal customers. **B&M can immediately begin performing the work specified for comprehensive street light maintenance services without involving any mobilization or transition schedules. We can provide all services beginning today.**



Proprietary Information

technology. This application allows us to report the majority of outages before they are reported by the public.

Project Team

The B&M project team is well-versed in streetlight maintenance and have years of relevant experience.

Jennifer Mathes, Manager of Maintenance Services- Ms. Mathes will serve as the Project Manager on this project. She has 18 years' experience with Streetlight and Traffic Signal maintenance contracts.

Mike Bishop, Journeyman Lineman/General Foreman of Field Trades- Mr. Bishop will serve as General Foreman for all field crews. He has 30 years' experience in overhead and underground line construction and maintenance work.

Elyssa Padelli, Dispatch Supervisor- Mrs. Padelli will serve as the day-to-day liaison for the project. She has 11 years' experience with CMMS, dispatching, and contract administration.

Dispatch Team- Our 24x7 Call Center has 8 dispatchers working around the clock to ensure work orders are dispatched per contract requirements.

Field Trades- Black & McDonald has a staff of over 190 field tradesmen and tradeswomen to perform work on this contract.

Black & McDonald
Relevant Experience- Past & Present Projects

<u>Customer</u>	<u>Services</u>	<u>Job Status</u>
City of Mission, KS Lamar Ave Mission, KS	Streetlight Maintenance (2 years: 843 lights) Group Relamping, Spot Relamping, Repair Services, LED Projects, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, Construction Services	In Progress, Expires 12/31/2017
City of Kansas City, MO 5301 Municipal Kansas City, MO 64120	Streetlight Maintenance (15 yrs: 93,000 streetlights) Group Relamping, Spot Relamping, Repair Services, Night Patrol, 24x7 Call Center, Claims Management, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing	In Progress, Expires 4/30/2020
City of Kansas City, MO 5301 Municipal Kansas City, MO 64120	Traffic Signal Maintenance (2 yrs: 21 Traffic Signal Intersections) Inventory of Traffic Signal components, troubleshoooting, repair work, make safes, programming	In Progress, Expires 4/30/2020
Kansas City Power & Light 4400 E. Front Street Kansas City, MO 64120	Streetlight Maintenance (11 yrs: 46,000 lights) Group Relamping, Spot Relamping, Repair Services, Night Patrol, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, LED Pilot Program	In Progress, Expires 12/31/2020
City of Olathe, KS P.O. Box 768 Olathe, KS	Streetlight Maintenance (9 yrs: 5,000 lights) Spot Relamping, Repair Services, Material Management 24x7 Call Center, Asset Management, Dispatch Services.	In Progress, Expires 1/13/2016
City of Lenexa, KS 12350 West 87th Lenexa, KS 66202	Streetlight Maintenance (6 yrs: 2400 lights) Group Relamping, Spot Relamping, Repair Services, LED Projects, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, Construction Services	In Progress, Expires 12/31/2017
City of Leawood, KS 4900 Town Center Dr Leawood, KS 66211	Streetlight Maintenance (14 yrs: 4000 lights) Group Relamping, Spot Relamping, Repair Services, LED Projects, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, Construction Services	In Progress, Expires 12/31/2015
City of Fairway, KS 4210 Shawnee Mission Pkwy Fairway, KS	Streetlight Maintenance (2 years: 329 lights) Group Relamping, Spot Relamping, Repair Services, LED Projects, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, Construction Services	In Progress, Expires 5/1/2016

Customer

City of Overland Park, KS
11300 W 91st Street
Overland Park, KS 66214

City of Merriam, KS
6901 Knox
Merriam, KS 66203

City of Liberty, MO
101 E. Kansas
Liberty, MO

City of Gladstone, MO
4000 NE 76th Street
Gladstone, MO

City of Shawnee, KS
18690 Johnson Dr
Shawnee, KS 66218

City of Salt Lake City, UT
349 S 200 E Suite 450
Salt Lake City, UT 84111

PacifiCorp - Rocky Mountain Power
825 NE Multimomah Suite 1500
Portland, OR 97232

Services

Streetlight Maintenance (2 years; 4,000 lights)
Group Relamping, Spot Relamping, Repair Services, LED Projects,
24x7 Call Center, Asset Management, Dispatch Services,
Material Management, Warranty Tracking, Field Auditing, Construction Services

Streetlight Maintenance (15 years; 500 lights)
Group Relamping, Spot Relamping, Repair Services,
24x7 Call Center, Asset Management, Dispatch Services,
Material Management, Warranty Tracking, Field Auditing, Construction Services

Traffic Signal Maintenance (1 yr; 15 signal intersections)
Inventory of Traffic Signal components, Troubleshooting, Repair work, Make safes,
Programming

Traffic Signal Maintenance (1 yr; 13 signal intersections)
Inventory of Traffic Signal components, troubleshooting, repair work, make safes,
programming

Streetlight Maintenance (2 yrs; 4100 lights)
Spot Relamping, Repair Services, Asset Management, Dispatch Services,
24x7 Call Center, Asset Management, Construction Services

Streetlight Maintenance (5 yrs; 15,000 lights)
Construction Services, Repair Services

Streetlight Maintenance (10 yrs; 50,000 lights)
Relamp, Inventory, Pole Numbering,
Construction Services

Job Status

In Progress, Expires 6/30/2016

In Progress, Expires 12/31/2015

In Progress, On-Demand

In Progress, On-Demand

In Progress, Expires 4/21/2017

In Progress, Expires 6/1/2016

In Progress, Expires 4/1/2018

LIST OF PERSONNEL

It is represented as part of this proposal that the below listed personnel are available for use on the work covered by this contract and will remain available for the term of this contract to perform the work required.

Journeyman Lineman	146
Traffic Signal Technician	5
Operators	10
Groundman	33
Apprentice Lineman	15

Jennifer L. Mathes

Manager, Maintenance and Asset Management Division

Education

BS, Geography
Minor, Horticulture
Northwest Missouri
State University
Maryville, MO

Leadership Training for
Managers
Dale Carnegie & Assoc.

Ms. Mathes serves Black and McDonald as Manager of the Kansas City Maintenance and Asset Management Division. She directly supervises the 24x7 Call Center in Kansas City, MO. The 24x7 Call Center manages all dispatch calls for Black and McDonald's Midwest maintenance contracts. She also serves as the Contract Administrator for these contracts. Her division is responsible for street lighting asset management services throughout the Midwest region. The group is also tasked with inventory procurement, management, warranty, and control for the KC region. Her background and experience in maintenance, operations, and implementation are extensive.

Black and McDonald

Manager, Maintenance and Asset Management Services (2008-present)

-Contract Administrator/Project Manager

- **Administration of Streetlight Maintenance Contracts** for the cities of Kansas City, MO, Olathe, KS, Overland Park, KS, Mission, KS, Leawood, KS, Fairway, KS, Mission Hills, KS, Roeland Park, KS, Merriam, KS and the Kansas City Power & Light Co.
- **Administration of Traffic Signal Maintenance Contracts** for the cities of Kansas City, MO, Leawood, KS, Liberty, MO, and Gladstone, MO.
- **Asset Management Manager** for Streetlights, Traffic Signals, KCATA Max Bus Station (Lighting System Maintenance), and KDOT ITS (Intelligent Transportation Systems). Asset management includes surveying and auditing assets/systems, collection of GIS information, database maintenance.
- **Project Manager** for multiple LED change out/retrofit projects in the Midwest region, as well as asset surveys and condition assessments.

Black and McDonald

Dispatch Supervisor, (2003-2007)

-Dispatch Supervisor – Serves as supervisor of a team of dispatchers in the 24x7 Call Center. This group is responsible for the management of all work orders from creation to completion in the Kansas City area. They also manage the streetlight asset database (GIS) and inventory for different contracts.

Michael Bishop

Superintendent

Affiliations

IBEW Local 53

Mr. Bishop serves Black & McDonald as Superintendent. He is responsible for distribution, street lighting and traffic signal construction and maintenance projects for state, municipalities and electric utilities. He has successfully completed numerous state and municipality projects over his 30 year career.

Selected Project History

• **City of Kansas City, MO Street Lights (2000-Present)**

As Superintendent, Mr. Bishop has coordinated the entire field repair and maintenance services for the City of Kansas City, MO street light system for over 11 years. He has been instrumental in developing and delivering all of the field work processes that meet and exceed the stringent performance criteria of the City contract. He has directed the street light program for all routine maintenance, special maintenance, bridge and decorative lighting maintenance and large design/build construction projects.

Mr. Bishop's working knowledge of the City street light system is unsurpassed and has contributed to the development of innovative and cost effective solutions for the City including:

- Development of underground construction procedures to deter cable theft
- Work methods to safely and effectively repair lights on bridges
- Solutions for repairing special Foyer and decorative lighting
- Repair of Downtown underground network of street light circuits

• **Capital Electric (1995-2000)**

As General Foreman had responsibility for construction of overhead and underground electric distribution as well as street light and traffic signal system installations. Also, has extensive experience in storm restoration efforts.

• **Kansas Power & Light (1979-1995)**

As General Foreman had responsibility for construction, maintenance, and operation of the overhead and underground electric and underground gas distribution systems. Also has experience with electric transmission system and substation switching operations.

Elyssa M. Padelli

Project Coordinator/Dispatch Supervisor

Mrs. Padelli serves Black & McDonald as Project Coordinator/Dispatch Supervisor.

Mrs. Padelli has 11 years of combined experience with Black & McDonald serving a variety of customers in areas of customer service, contract administration, billing coordinator, inventory control, dispatch, asset management, and work management.

Mrs. Padelli works with clients and field personnel to ensure the successful fulfillment of contractual obligations, deadlines, and completion of projects.

Specific Areas of Experience

- Work Order Management
- Dispatch Supervisor
- Inventory Control
- Inventory Cycle Counting
- Payroll/Time Entry
- Contract Administration
- Invoicing
- Excellent Customer Service
- Organizational Skills

Notable Customers & Work Performed

- City of Kansas City, MO Public Works- Fields daily client calls, troubleshooting, invoicing, work order monitoring
- City of Lenexa, KS Public Works- Invoicing, work orders, weekly reporting
- KCATA- Preventative maintenance scheduling, invoicing, subcontractor management, repair work scheduling
- City of Olathe, KS- Invoicing, scheduling

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	12/1/2017
Public Works	From:	John Belger

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

RE: Towable Lift Purchase

RECOMMENDATION: Approve the purchase of one (1) Bil-jax 3632T Towable Lift in an amount not to exceed \$27,350.00.

DETAILS: Due to the amount of savings seen in the 2018 capital equipment budget for the Public Works Department, staff is proposing the purchase of a towable lift. A number of tasks performed by the department require us to rent a lift. These include tree trimming, light repair, hanging banners, installing flags along Johnson Drive, and HVAC maintenance. Other tasks, currently requiring ladders, could be performed using this piece of equipment.

During the work session on November 8th, a portion of the savings on capital equipment purchases were used to cover the increased cost of health insurance premiums. The other portion of these savings was set aside for the purchase of this piece of equipment.

Three bids were solicited for lifts. Prices are included in the table below.

Bil-jax 3632T	\$27,350.00
Genie TZ34	\$26,772.00
Genie TZ50	\$42,841.00

Public Works staff is recommending the purchase of a Bil-jax 3632T due to the boom type better fitting our needs.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$62,702.67

ANDERSON RENTAL

2710 MERRIAM LANE KANSAS CITY, KS 66106

SALES QUOTE

DATE: May 5th 2017

TO: City of Mission

Public Works

4775 Lamar

Mission ks, 66202

ATTN: Brent Morton (816) 719-9608 Cell (913) 676-8380 office

(1) Billjax lift 3632T towable lift	-----\$ 26,750.00
	Freight \$ 600.00
	tax \$ No Tax
	Total \$ 27,350.00

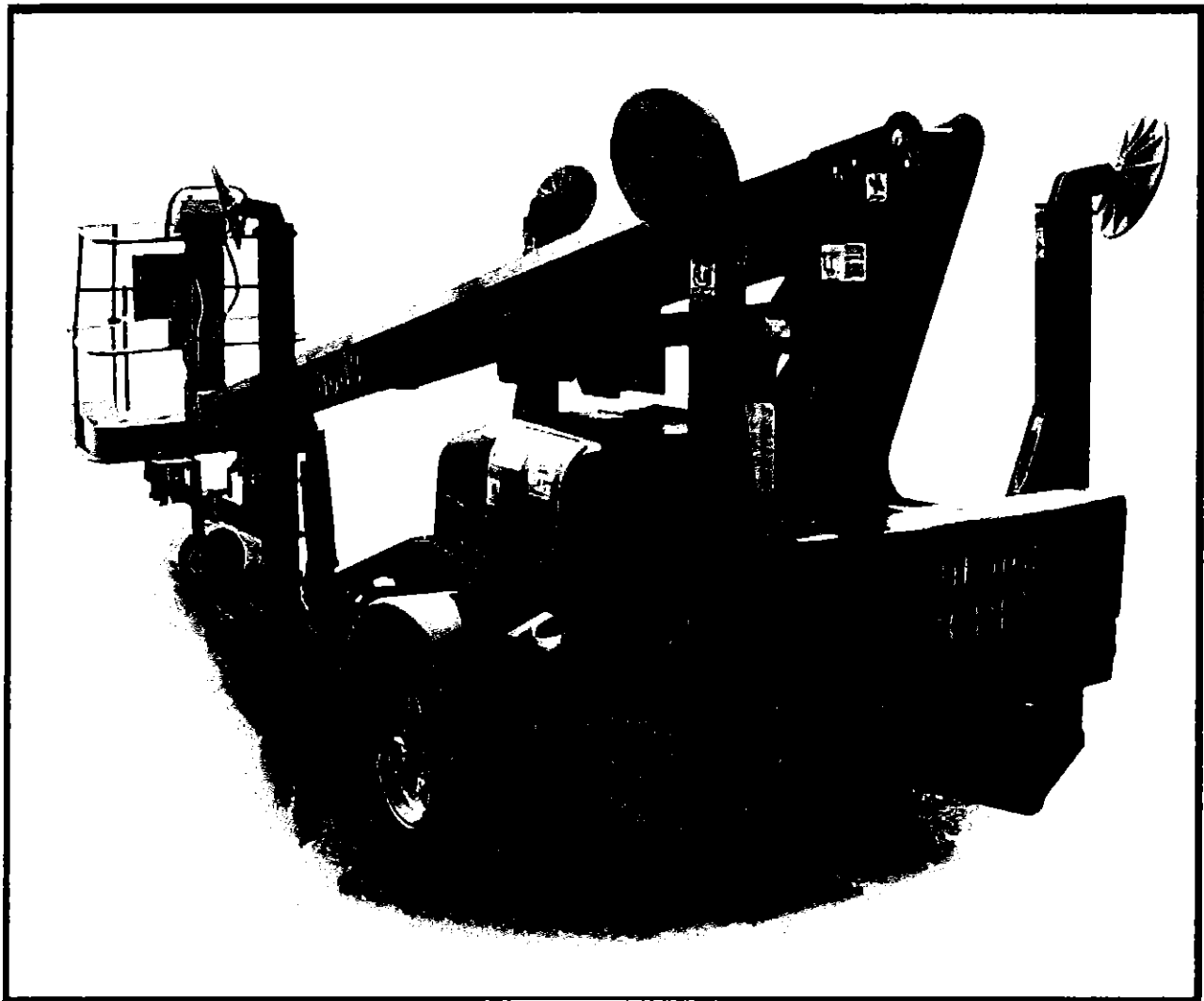
CHARLES TILLOTSON

SALES REPRESENTATIVE

(913) 526-5564 CELL

ANDERSONRENTALKC.COM

ANDERSONRENTALKC@YAHOO.COM





Aerial Equipment Inc

DUKE AERIAL EQUIPMENT INC.
1225 E 16TH AVE NORTH KANSAS CITY, MO 64116
PHONE: 816.321.1211 FAX: 816.982.9457
ATLANTIC OFFICE PHONE: 712.243.7972 FAX: 712.243.7945
www.dukeaerialinc.com

SALES QUOTATION: 94

BILL TO:
CITY OF MISSION KS PUBLIC WRKS
csmith@missionks.org
4775 LAMAR
MISSION KS 66216

SHIP TO: [SITE #: 1]
CITY OF MISSION KS PUBLIC WRKS
csmith@missionks.org
4775 LAMAR
MISSION KS 66216

CUSTOMER #: 8549
BILLING TEL: 913-676-8375
SITE TEL: 913-676-8375
SALESMAN: TRAVIS SCHOENFELDER

SALES QUOTATION NOTES:

TERMS: NET 15

SALES#	QTY	DESCRIPTION	UNIT PRICE	STATUS	EXTENDED AMT
NEW	1.00	TZ34 TOWABLE GENIE BOOM	\$25572.00	SOLD	\$25,572.00
SUBTOTAL SALES:					\$25,572.00

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
F		FREIGHT	\$1,200.00	\$1,200.00
SUBTOTAL SERVICES:				\$1,200.00

GRAND TOTAL: \$26,772.00

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
 Renter further acknowledges that he/she has read and fully understands the within rental equipment contract and agrees to be bound by all of the terms, conditions, and provisions hereof and all terms and conditions on reverse side. Renter acknowledges that he/she has received a true and correct copy of this agreement at the time of execution hereof.

X

SIGNATURE

PRINT NAME



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MISSION KS 66216

CUSTOMER #: 8549
BILLING TEL: 913-676-8375
SITE TEL: 913-676-8375
SALESMAN: TRAVIS SCHOENFELDER

SALES QUOTATION NOTES:

TERMS: NET 15

SALES#	QTY	DESCRIPTION	UNIT PRICE	STATUS	EXTENDED AMT
NEW	1.00	TZ50 TOWABLE GENIE BOOM	\$41641.00	SOLD	\$41,641.00
SUBTOTAL SALES:					\$41,641.00

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
F		FREIGHT	\$1,200.00	\$1,200.00
SUBTOTAL SERVICES:				\$1,200.00

GRAND TOTAL: \$42,841.00

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.
 Renter further acknowledges that he/she has read and fully understands the within rental equipment contract and agrees to be bound by all of the terms, conditions, and provisions hereof and all terms and conditions on reverse side. Renter acknowledges that he/she has received a true and correct copy of this agreement at the time of execution hereof.

X _____
SIGNATURE

PRINT NAME

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	November 17, 2017
Administration	From:	Brian Scott

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

RE: An agreement with GBA for civil engineering plan review and inspections services related to the Gateway development project.

RECOMMENDATION: Authorize the Mayor to execute an agreement with GBA for civil engineering plan review and inspection services associated with the Gateway development project for Phase I in an amount not to exceed \$312,746.

DETAILS: In anticipation of the Gateway development project moving toward construction, staff evaluated the resources that would be necessary for the City to see the project through to a successful completion. These primarily entail plan review and inspection services for both the buildings themselves and the associated site-work (both on-site and off-site) around the buildings.

In previous iterations of the project, Johnson County's Department of Planning, Development and Codes was to provide plan review and building inspection services as an addendum to the existing interlocal agreement between the City and the County that was in place at the time. GBA was to provide civil engineering plan review and inspection services for the project and Konrath was to provide overall project management.

Since the interlocal agreement with Johnson County is no longer in place, staff developed a Request For Proposals (RFP) this summer to solicit plan review and building inspection services. Ultimately, FSC, Inc., a building and structural engineering consulting firm, was selected and the City entered into an agreement with them in August.

With the plan review and building inspection services in place, staff turned its attention to re-engaging GBA on this project and developing a new scope of work for the civil engineering plan review and inspections. After an initial meeting with FSC and subsequent meetings with staff, GBA has developed the attached scope of work for their services in association with Phase I of the Gateway Development project.

The scope of services related to plan review will include:

- Review of site plans and civil engineering plans submitted by the developer's architects and/or engineers for compliance with local and state codes and generally accepted engineering practices.
- Meeting prior to submittal to review preliminary plans, answer questions, and address concerns.

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

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	November 17, 2017
Administration	From:	Brian Scott

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

- Preparing plan review with comments submitted to the design professionals.
- Preconstruction meeting with design professionals and contractor.
- On-site observations.

In addition to plan review services, a separate scope of work has been developed for more routine observations or inspection services. These include:

- Preparation for pre-construction meeting.
- Serve as a point of contact between contractor and City with KDOT in regards to work performed within Shawnee Mission Parkway.
- Serve as a point of contact between contractor and City and various utilities.
- Routine observations to determine whether the contractor is adhering to the design and specifications of the work.
- Routine observations of utility work that is completed both on-site and off-site.
- Routine observations of construction activity to ensure property traffic control and erosion control.
- Maintaining field notes of construction of activities.

The estimated total cost for Phase I services is \$312,746. The proposed cost is a not-to-exceed amount, and GBA will bill on an hourly basis. Though these costs are only for Phase I, it is anticipated that much of the improvements, both on-site and off-site, will be completed in Phase I so the costs have been developed with that in mind.

The approved development agreement requires the Developer to reimburse the City for up to \$500,000 in plan review, inspection and permitting fees.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

SCOPE OF PLAN REVIEW SERVICES

City of Mission – Gateway Development Phase I Site and Off-site Improvements

Work under this scope includes plan review services, comments / documentation, limited site observation visits, and construction administration. The project review areas include the Gateway Development site itself and the roadways surrounding the Gateway Development. GBA will provide on-site review services for items outside of the specific building footprints themselves. The off-site improvements involve the horizontal (roadway) construction of improvements within both City and KDOT rights of way. The tasks required for each category consist of the following items:

- Pre-construction activities, including attendance at the Preconstruction Conference, performance of office-based plan reviews, preparation of review comments and project documentation. GBA personnel will coordinate at internal review meetings, and with the City representatives, subconsultants, and the Development team to discuss plan review comments to be addressed.
- During construction, GBA personnel will be available to answer Requests for Information (RFI) pertinent to the plan review comments that are received from the Development team or contractor(s). Limited on-site observation visits will be made by GBA's structural and civil/site engineers as detailed in this scope.

Part 1 - Pre-Construction

- Representatives from all relevant engineering disciplines within GBA will attend a Preconstruction Conference with the City, Development team, and Contractor(s).
- GBA structural engineers will review the Phase I plans for conflicts between Buildings A and C with the existing RCB structure, for the on-site retaining walls, and for details of new pipe penetrations into the existing RCB structure.
- GBA civil / site engineers will perform plan reviews for the on-site development of Phase I (3 building sites).
- GBA municipal / roadway engineers will perform plan reviews for the off-site City and KDOT roadway improvements, the internal on-site roadway plans, and sidewalk / ADA compliance on the site and within the public rights-of-way.
- GBA environmental engineers will review the revised stormwater study and site drainage plans, the Erosion Control plans, and the Stormwater Pollution Prevention Plan (SWPPP).

- GBA traffic engineers will review the off-site roadway improvement plans (pavement markings, signing, traffic signals, lighting, traffic control), and the on-site improvement plans (pavement markings, signing, lighting).
- GBA personnel will coordinate and attend internal inter-disciplinary review and coordination meetings.
- GBA personnel will provide summary memoranda or redline plan sets detailing review comments to City staff.
- Representatives from all relevant engineering disciplines will meet with City staff, the Development team, and Contractor(s) to discuss plan review comments.

Part 2 - Construction

- During construction, GBA personnel will be available to answer Requests for Information (RFI) pertinent to the plan review comments that are received from the Development team or contractor(s).
- Limited (up to two) on-site observation visits will be made by each of GBA's structural and civil / site engineers.

Part 3 - General Assumptions

- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the Contractor(s) are the responsibility of the Developer. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to Proceed will be issued to the prime contractor in early 2018, and that all plan review services will be completed within approximately the next six months.
- Staff mileage was estimated based upon the statements above.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.

SCOPE OF CONSTRUCTION OBSERVATION SERVICES

City of Mission – Gateway Development Shawnee Mission Pkwy, Roe, Roeland Dr. and Johnson Dr. Improvements

Work under this scope includes project construction observation, documentation and construction administration. The project areas include the roadways surrounding the Gateway Development and involve the horizontal (roadway) construction of improvements within both City and KDOT rights of way as well as within the Gateway Development property. For the purpose of this scope, the projects have been broken into two separate categories: KDOT & MISSION. The tasks required for each category consist of the following items:

- Pre-construction activities including set up of project documentation.
- Daily construction observation and documentation. This includes daily construction administration and coordination with the Developer, contractor, City of Mission, KDOT and affected stakeholders.
- Post-construction activities to determine that the project is completed and accepted by KDOT and/or the City.

KDOT:

This work consists of roadway and intersection improvements at the intersection of Shawnee Mission Parkway and Roeland Drive. Improvements are assumed to include new sidewalks and ADA ramps and limited improvements to the existing roadway, medians, pavement marking, and signing. This project will be administered under a permit with KDOT and administered by the City but funded by the Developer.

Part 1 - Pre-Construction

- Prepare for and attend one (1) pre-construction meeting. Assist City with administration of meeting.
- Set up electronic files and/or field books for documentation of pay items and daily diaries. This does not include the use of KDOT's CMS program. Review plans and specifications in preparation for construction.

Part 2 - Construction

- Provide a lead construction observer who will take responsible charge for the construction observation of the project.
- Serve as a point of contact between the Contractor, KDOT and the City.
- Compile a project diary that documents the contractor's construction activity, contractor's personnel and equipment when inspector is present on site.

- Perform in-field testing of soil, concrete, and asphalt for Quality Assurance purposes only per specifications. Quality Control and Laboratory materials testing to be performed by others affiliated with the Development team.
- Provide review of the project traffic control. Periodic reviews to be performed when inspector is on the project.
- Provide review of the project erosion control. Compliance is the responsibility of the contractor.
- Provide interpretation of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will refer the issue to City for further clarification.
- Provide field book and/or electronic documentation of contract pay items as they are incorporated into the project to comply with KDOT permit requirements.
- Attend weekly construction progress meetings with the contractor. Keep Mission informed of project status and schedule.
- Keep and maintain project files for the contractor's certifications of materials incorporated into the project.
- Determine if the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- Review change order documentation submitted by contractor and return to City for processing and approval.

Part 3 - Post-Construction

- Assist contractor with preparation of one (1) full-size set of record drawing plans for the completed project. These plans will consist of red-line comments on the full-size plan sheets. This is assumed to be required by KDOT.
- Attend one (1) final walk-through. Compile notes and distribute the final punch list to the prime contractor and City.
- Establish that the punch list items are completed before final acceptance is recommended.
- Review the final pay estimate and the final change order.
- Complete and submit to KDOT/Mission the final paperwork required by the contract documents.
- Attend one (1) final close out meeting with the City to submit final paperwork.

Part 4 - General Assumptions

- Utility relocation coordination will be the responsibility of others. No utility coordination is included in this scope.
- Attend four utility coordination meetings during relocations with an average duration of two hours each. This item is identified separately from the hours proposed for construction observation.
- Quality Control and Laboratory materials testing will be performed by others affiliated with the Development team. In-field testing, including nuclear density soil compaction testing and concrete air, slump and unit weight tests for Quality Assurance purposes only to be performed by a subconsultant under GBA's direction. The cost for this materials testing is estimated so any testing requested by the City that results in this amount being exceeded will be out of scope and paid for through a supplemental agreement.
- Materials testing for utility relocations are not included in the scope of these services.
- GBA is not responsible for the schedule of the utility companies or their subcontractors.
- Time spent working on project related items while under a delay or on force account work is not included in this scope.
- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the contractor are the responsibility of the Developer and require City approval. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to proceed will be issued to the prime contractor in 2018 and that all work will be completed within 2 months.
- Construction is expected to be complete within 320 working hours for the purpose of this estimate. Any work requiring observation and performed outside of these days or the hours contained in the fee estimate are not included in this scope.
- It is anticipated that the lead project representative will work on the project an average of 8 hours per day during construction. In addition, he is anticipated to work for 16 hours on preconstruction activities and 38 hours on post construction activities as shown in the work estimate. Any work required beyond these hours will be considered outside of this scope of services.
- It is anticipated that no additional staff observer will be required.
- Concrete batch plant inspections are not included in this estimate.

- No time was estimated to oversee double shifts by the contractor(s).
- Staff mileage was estimated assuming staff members would average approximately 50 miles per day while engaged on the project.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.
- Work performed outside the scope of services will require reimbursement through a supplemental agreement.
- GBA will not be responsible for preparation of pay estimates or change orders.

MISSION:

This work consists of construction of roadway improvements on Roeland Drive, Johnson Drive, and within the Gateway Development site and includes new curb and gutter, storm sewer, sidewalks, parking areas, new turn lanes and entrances.

Part 5 - Pre-Construction

- Prepare for and attend one (1) pre-construction meeting.
- Set up electronic files and/or field books for documentation of pay items and daily diaries. Review plans and specifications in preparation for construction.
- Provide assistance with coordination for relocation of utilities found to be in conflict.
- Review asphalt mix designs (2) and concrete mix design (1).

Part 6 - Construction

- Provide a lead construction observer who will take responsible charge for the construction observation of the project.
- Serve as a point of contact between the Contractor, Developer and the City.
- Compile a project diary that documents the contractor's construction activity, contractor's personnel and equipment when inspector is present on site.
- Perform Quality Assurance soil density testing if deemed necessary. All other Quality Control and Laboratory materials testing to be performed by others affiliated with the Development team.
- Provide review of the project temporary traffic control. Periodic reviews to be performed when inspector is on the project.
- Provide review of the project erosion control. Verify contractor's compliance with their SWPPP. Compliance is the responsibility of the contractor/Developer.

- Provide interpretation of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will refer the issue to Developer and/or City for further clarification.
- Provide field book and/or electronic tracking of contract pay items deemed necessary by the City. Items installed when inspector not on site to be estimated or use contractor's quantities.
- Attend construction progress meetings with the contractor & Developer. Keep Mission informed of project status and schedule.
- Keep and maintain project files for the contractor's certifications of materials incorporated into the project as required by the contract.
- Determine if the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- Review change order documentation submitted by contractor and return to City for processing and approval.

Part 7 - Post-Construction

- Review and provide comments on record drawings for those items inspected. Contractor shall be responsible for preparing record drawing plans for the completed project.
- Attend one (1) final walk-through. Compile notes and distribute the final punch list to the prime contractor and Developer.
- Establish that the punch list items are completed before final acceptance is recommended.
- Complete and submit the final paperwork required by the contract documents.
- Attend one (1) final close out meeting with the City to submit final paperwork.

Part 8 - General Assumptions

- Utility relocation coordination will be the responsibility of others. GBA will provide assistance.
- Assume eight hours of utility coordination during pre-construction phase and six (6) utility coordination meetings during construction phase with an average duration of 2 hours each. This item is identified separately from the hours proposed for construction observation.
- Concrete batch plant inspections are not included in this estimate.
- Materials testing for utility relocations are not included in the scope of these services.

- GBA is not responsible for the schedule of the utility companies or their subcontractors.
- Time spent working on project related items while under a delay or on force account work is not included in this scope.
- Developer or City will provide one (1) full size plan set, one (1) half-size plan set, and an electronic plan set in pdf format. In addition, Developer or City will provide to two (2) sets of the project contract and an electronic copy of the final contract documents.
- Review of potential project phase changes or value engineering submittals from the contractor are the responsibility of the Developer and require City approval. Final approval must still come from the City and may require additional reviews.
- It is anticipated that the Notice to proceed will be issued to the prime contractor in 2018 and that work on phase 1 will be completed within eight consecutive months.
- Construction is expected to be complete within 1096 working hours for the purpose of this estimate. Any work requiring observation and performed beyond these hours contained in the fee estimate are not included in this scope and will require payment through a supplemental agreement.
- It is anticipated that the lead project representative will work on the project an average of 8 hours per day. In addition, he is anticipated to work for 46 hours on preconstruction activities and 74 hours on post construction activities as shown in the work estimate. Any work required beyond these hours will be considered outside of this scope of services and will require payment through a supplemental agreement.
- No time was estimated to oversee double shifts by the contractor(s).
- Staff mileage was estimated based upon the statements above. It is estimated that the staff members would average approximately 50 miles per day while engaged on the project.
- Quality Control and Laboratory materials testing will be performed by others affiliated with the Development team. In-field testing, including nuclear density soil compaction testing and concrete air, slump and unit weight tests for Quality Assurance purposes only to be performed by a subconsultant under GBA's direction. The cost for this materials testing is estimated so any testing requested by the City that results in this amount being exceeded will be out of scope and paid for through a supplemental agreement.
- Any additional work requested that is not specifically addressed in this agreement will be considered outside this scope of services.
- GBA will not be responsible for preparation of pay estimates or change orders.

JOB COST ESTIMATING FORM
Mission Gateway Development - Phase 1
City of Mission, KS

11/14/2017

	Princ.	Sr. Assoc.	Assoc.	Proj/Lead AES	Senior AES	Design AES	CO4	Admin	Total Hours
KDOT PROJECT - SMP IMPROVEMENTS INSPECTION									
PRECONSTRUCTION									
Preconstruction conference		2					2		4
Set up files/documentation							6		6
Review plans							6		6
Utility coordination									0
Review mix designs		1					2		3
Project Management	1	1						2	4
CONSTRUCTION									
Daily observation/materials testing							320		320
Utility coordination									0
Project progress meetings		4							4
Change orders/ RFI review		1							1
Pay Estimate review		1							1
Project Management	1	8						4	13
POST-CONSTRUCTION									
Walk-through/Punchlist		2					4		6
Remedial work							8		8
Final pay estimate/change order							4		4
Record Drawings							4		4
Final paperwork							16		16
Close out meeting		2					2		4
Project Management		4						2	6
TOTAL KDOT INSPECTION	2	26	0	0	0	0	374	8	410
CITY OF MISSION PROJECT - ROELAND, JOHNSON & SITE INSPECTIONS									
PRECONSTRUCTION									
Preconstruction conference		2					2		4
Set up files/documentation							16		16
Review plans		2					16		18
Utility coordination		2					8		10
Review mix designs		2					4		6
Project Management	1	8						4	13
CONSTRUCTION									
Daily observation							1096		1096
Utility coordination (6 meetings @ 2 hrs. each)		12					12		24
Weekly progress meetings (24 meetings @ 2 hrs. each)		36					48		84
Change order reviews/ RFI's		4					16		20
Pay Estimates									0
Project Management	4	48						12	64
POST-CONSTRUCTION									
Walk-through/Punchlist		2					4		6
Remedial work							40		40
Final change order review							4		4
Record Drawings							8		8
Final paperwork							16		16
Close out meeting		2					2		4
Project Management	1	4						4	9
TOTAL MISSION INSPECTION	6	124	0	0	0	0	1292	20	1442
CITY OF MISSION PROJECT - PLAN REVIEW SERVICES									
PRECONSTRUCTION									
Attend Preconstruction Conference		4	2	6	4				16
STR - Review up to one plan set for conflicts between Buildings A and C with RCB				16					16
STR - Review up to one plan set of retaining walls				8					8
STR - Review up to one plan set for new pipe penetrations into existing RCB details				8					8
CIV - Phase 1 plan reviews (3 building sites)				40					40
MUN - Off-site roadway plan reviews		8		40					48
MUN - Internal roadway plan reviews		8		40					48
MUN - Sidewalk / ADA compliance reviews		4		20					24
ENV - Review revised stormwater study and site drainage plans		8			60				68
ENV - Review of Erosion Control plans and Stormwater Pollution Prevention Plan (SWPPP)				8	16				24
TRF - Review of off-site plans (pavement markings, signing, traffic signals, lighting, traffic control)			16			40			56
TRF - Review of on-site plans (pavement markings, signing, lighting)			8			20			28
Internal GBA coordination / meetings		8	4	8	12	4			36
Send summary memo or redline comments to City		4	2	6	4	2			18
Meet with City and Owner to discuss comments		8	4	8	4				24
CONSTRUCTION									
Answer RFI / questions during construction		8	4	12	12	4			40
STR - Two on-site visits during construction				4					4
CIV - One on-site visit during construction				4					4
TOTAL MISSION REVIEW SERVICES	0	60	40	228	112	70	0	0	510
TOTAL PROJECT HOURS									
TOTAL PROJECT HOURS	8	210	40	228	112	70	1666	28	2362
Additional Services Available, If Needed:									
Design of RCB Modifications for additional loading from buildings (TBD)									

PROJECT COST ESTIMATING FORM
Mission Gateway Development (Phase 1)
City of Mission, Kansas

KDOT Inspection

Labor:	Principal	2 @ \$	268.00	\$	536.00	
	Sr. Assoc	26 @ \$	219.00	\$	5,694.00	
	CO4	374 @ \$	105.00	\$	39,270.00	
	Admin	8 @ \$	70.00	\$	560.00	
	TOTAL	410				<u>\$46,060.00</u>

MISSION Inspection

Labor:	Principal	6 @ \$	268.00	\$	1,608.00	
	Sr. Assoc	124 @ \$	219.00	\$	27,156.00	
	CO4	1292 @ \$	105.00	\$	135,660.00	
	Admin	20 @ \$	70.00	\$	1,400.00	
	TOTAL	1442				<u>\$165,824.00</u>

MISSION Review Services

Labor:	Sr. Assoc	60 @ \$	219.00	\$	13,140.00	
	Assoc	40 @ \$	188.00	\$	7,520.00	
	Proj/Lead	228 @ \$	165.00	\$	37,620.00	
	Sr AES	112 @ \$	155.00	\$	17,360.00	
	Des AES	70 @ \$	110.00	\$	7,700.00	
	TOTAL	510				<u>\$83,340.00</u>

EXPENSES

Mileage - Auto	9300 @ \$	0.54	\$	5,022.00	
Other expenses		\$	500.00	\$	500.00
Materials Testing (Others)				\$	12,000.00
TOTAL EXPENSES					<u>\$17,522.00</u>

TOTAL COST FOR ALL SERVICES

\$312,746.00

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	December 6, 2017
Administration	From:	Laura Smith

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

RE: Sidewalk Repairs - 53rd Street in the vicinity of Woodson to Outlook

RECOMMENDATION: Authorize the City Administrator proceed with sidewalk repairs along 53rd Street in the vicinity of Woodson to Outlook.

DETAILS: A section of the sidewalk on the south side of 53rd Street, generally from Woodson to approximately 100' east of Outlook, has experienced significant settlement over the years, resulting in uneven surfaces and a number of potential trip hazards. In addition to the regular neighborhood foot traffic, because of the sidewalk's proximity to Water Works Park and Rushton elementary school, this section experiences fairly high usage on a regular basis.

The Council held a special meeting on November 20, 2017, called at the Mayor's request, to consider removing and replacing the sidewalk before the onset of winter. The scope of the work would have required the sidewalk be brought into compliance with ADA standards, with the most significant change being a widening of the sidewalk to 4' (currently 3.5'). Ramps and approaches would also need to be updated and/or installed to provide appropriate access.

In researching options to accommodate both time and budget, staff not only considered firms specializing in concrete work, but also those who perform poly-jacking and "concrete shaving" services. We were unable to reach a poly-jacking firm, and the firm who provided the shaving/trimming reviewed the section of sidewalk and advised that their process was not a viable alternative in this case. Although multiple concrete contractors were contacted, staff was only able to secure one bid to complete the total repair. The bid from McAnany Construction Inc. was \$30,865.

While acknowledging the settlement and potential trip hazard issues, the Council voted 5-3 not to proceed with the sidewalk replacement at this time.

The City does not currently have a comprehensive sidewalk program. In May, the Council approved a sidewalk condition inventory as a part of the overall street/curb inventory to be conducted by Stantec. The goal was to build a data set to assist in design and implementation of an annual sidewalk program. We received the Stantec data last week, which rated sidewalks throughout the City in Good, Fair, or Poor Condition. This specific section of sidewalk was rated in "Fair" condition.

Related Statute/City Ordinance:	
Line Item Code/Description:	PW Maintenance Programs (various line items)
Available Budget:	\$40,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	December 6, 2017
Administration	From:	Laura Smith

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

Following the special meeting, the Mayor contacted a mudjacking firm, and secured a quote in the amount of \$2,200 as an intermediate repair measure to try and address the settlement issues in this section of sidewalk. The City Council may wish to consider approving these repairs now in order to: 1) address the settlement issues in the sidewalk, and 2) to have an opportunity to evaluate mudjacking as a potential option for use in designing our sidewalk maintenance program. Staff contacted other local cities to inquire about their use of and experience with either mud or poly-jacking techniques for sidewalk repairs. A summary of those responses is included in the attached table.

Although staff has not had the opportunity to comprehensively review the sidewalk inventory data, we have evaluated the sidewalk areas identified as being in "Poor" condition, and believe that they are not good candidates to test the mud or poly-jacking technique. Staff was able to schedule an appointment with a poly-jacking firm who will be on site to evaluate the sidewalk on Tuesday, December 12 and will provide a quote. Staff will also secure a quote from a second mudjacking firm in an effort to provide the Council with options for comparison.

Weather conditions continue to present concerns in being able to complete any repair work at this time. If the Council is interested in proceeding with a mud or poly-jacking repair now, Staff recommends the item not be held until the December 20 City Council meeting, but that the City Administrator be authorized proceed with the repairs under her current budget authority.

The 2017 CIP included \$75,000 for PW Maintenance Programs, which can include sidewalk repair or replacement. Year to date, we have expended approximately \$30,000 from this budget meaning any authorized mud or poly-jacking repairs could be taken from the remaining balance.

CFAA CONSIDERATIONS/IMPACTS: Communities should assess public facilities to ensure compliance with the Americans with Disabilities Act (ADA), and take steps to make improvements beyond the minimums established by ADA.

Related Statute/City Ordinance:	
Line Item Code/Description:	PW Maintenance Programs (various line items)
Available Budget:	\$40,000

City	Use Mud or Polyjacking	Who Responsible for Sidewalk Maintenance	Comments
Olathe	Yes - Poly Jacking	City of Olathe Ordinance states “It is unlawful for any owner of property within the city to permit a sidewalk adjacent to his property to remain in bad repair or in such condition as to create a hazard to persons using the sidewalk”. This is generally taken to mean the property owner is responsible for the maintenance of sidewalks adjacent to their property (including repair, snow removal, etc), however, City Council has directed staff to respond to ADA concerns when reported by citizens. Starting in 2018, CIP funds have been provided to fund this work and pro-actively address areas of sidewalk with known ADA issues. We anticipate contracting this work with Phoenix Concrete, freeing Street Maintenance staff to complete concrete sidewalk, curb and gutter repairs and replacements associated with our Street Preservation projects.	The City of Olathe’s Street Maintenance Section has been using a two man, in-house crew and equipment to “foam-jack” sidewalks for several years. It has been a useful tool to address sidewalks that have settled but are otherwise in good condition.
Overland Park	Yes - Poly Jacking, but extremely limited	In Overland Park the city has an ordinance that places it as a property owner's responsibility. That said, the city voluntarily assists property owners by performing temporary patching and grinding of trip hazards. On special occasion we may even replace panels as I alluded to in my earlier email. Generally speaking though our official position has been that it is the property owner’s duty to maintain the sidewalk abutting their property.	Overland Park relies mainly in grinding trip edges down and patching sunken areas to temporarily remedy problems. Our policy practice of administering mainly temporary repairs is aimed to encourage property owners to honor their responsibility for sidewalk maintenance. Occasionally we'll find situations where our temporary measures won't suffice and in those cases we may opt to do a complete replacement. Have found complete replacement to be as cost effective as poly jacking. We have used poly jacking on curbs and found it to be a superior technique over mud jacking. Material control seems better, meaning there’s better precision in the raising process. Based on limited experience, poly jacking doesn't appear to have the material shrinkage problem that most mud jacking jobs have. Challenges with poly jacking for sidewalks, have been cost and finding areas that are in a condition which would support the jacking. Higher value infrastructure, like curbs, tends to make the better case for jacking.
Fairway	No	We are for maintenance, homeowner is for snow	We have not used mud jacking due to cost and cosmetics. Typically will just replace a couple of panels at any trip hazards
Prairie Village	No	The City	We do not use either. We do grind trip hazards. We have a concrete repair program that is contracted out every year to keep things in good condition. We also have our street rehabilitation program where we address curb as well. Our own crews rarely do concrete work but do on occasion.
Merriam	No	The City is responsible for the maintenance of sidewalks.	We do not jack sidewalks in Merriam. We can replace sections with City forces more cost efficiently than hiring a contractor to come in and jack sections of sidewalk.
Shawnee	No	No response	Shawnee has not used mudjacking for sidewalks. We have an annual replacement contract that is included with our Mill and Overlay program and we get such good pricing that it makes more sense to remove and replace. The only place we may use jacking (but rarely) would be at a bridge abutment where we had settling and a void was developing.
Roeland Park	No	Roeland Park takes a proactive approach in maintaining sidewalk hazards. As a City For All Ages, we believe it is best to find hazards and fix them, particularly if the hazard is critical or could cause more problems.	We are investigating the same methods. Unsure which direction we will take for fixing our settled sidewalks. Let me know what you guys end up doing.
Lenexa	No	Lenexa will temporarily repair sidewalk if a call comes in. Temporary means that we will grind to remove trip hazards (or in limited cases, place an asphalt patch). The City will then make permanent repairs the next time our pavement management program is in the subdivision (typically every 5-8 years). General maintenance (snow removal, etc) remains with the property owner. Note that Lenexa code requires that the property owner be responsible for sidewalk maintenance & repairs, but our policy has been to take care of structural issues.	The City of Lenexa does not mud jack sidewalks. If we would to go out and repair sidewalks, we would either grind or replace.

SUPERIOR MUDJACKING, LLC

Rick

913-238-1472

MUDJACKING CONTRACT

Contract Submitted to:

City of Mission

Phone Number:

Steve
481-3235

Mailing Address:

53rd + Outlook

Date:

11-26-17

Superior Mudjacking, LLC does hereby propose to furnish the labor and materials necessary for the completion of the following:

- Lift + Level public sidewalk on south side of
53rd St approximately 2 sections of 90 feet

Terrain Correction Needed: () Yes () No

Downspouts, Gutter Correction Needed: () Yes () No

Total \$ 2200-

NOTE: Mudjacking includes the following: all personal property to be removed by others. Lift only as much as structural integrity will allow. A series of holes varying from one and one-half (1 1/2) to two (2) inches in diameter will be drilled through the slab at selected locations into which the grout mixture will be pumped. Holes are patched with concrete mix. Reasonable care will be taken, but SUPERIOR will not be responsible for floor covering, ductwork, plumbing, electrical or cracking on or under the slab. SUPERIOR assumes normal construction and concrete thickness that is recognized as standard by municipal building codes. If this is not the case, and additional charge will be made to prepare the affected area. All above work will be performed in a professional manner. We will leave the work area clean.

LIMITED WARRANTY

SUPERIOR warranties all concrete areas mudjacked by them for one (1) year, from date upon which work was completed, against settlement with the following exclusions:

1. Warranty will be voided if guttering in the area being mudjacked is not kept clean and in good repair with downspouts properly routed away from mudjacked area.

2. Warranty does not include normal shrinkage caused by dry weather.

NOTE: Normal shrinkage may be as much as one inch (1") in some areas during very dry conditions, depending on the type of soil in the area.

3. Warranty does not apply to new construction less than one (1) year old.

4. Proper drainage must be maintained away from areas mudjacked and soil added as needed by property owner.

5. Warranty will not apply to load-bearing concrete slabs such as: room additions or sun rooms built on patios without proper foundation to support the walls.

6. A set-up fee may be charged on any contract warranty repair at the discretion of Superior Mudjacking, LLC

NOTE: This warranty is not transferable unless approved in writing by SUPERIOR or one of its agents.

THE ABOVE AND FOREGOING IS OUR SOLE WARRANTY. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANT ABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED, UNLESS SUCH EXCLUSION IS NOT ALLOWED PURSUANT TO ANY STATE OR FEDERAL CONSUMER PROTECTION LEGISLATION, THAT MAY APPLY IN THE JURISDICTION IN WHICH THIS CONTRACT WAS EITHER ENTERED INTO, OR THE WORK WAS PERFORMED. YOUR EXCLUSIVE REMEDY SHALL BE FOR CORRECTION OF ANY DEFECT IN WORKMANSHIP AND MATERIALS AS SET FORTH ABOVE. IN NO EVENT SHALL YOU BE ENTITLED TO CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.

Complete in accordance with above specifications, for the sum of:

2200- Dollars
Deposit (Non-Refundable) 0

Contractor's applicable sales tax: Included

Balance on Completion: 2200-

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. If you do not pay as and when required by this Contract, however, all guarantees by it will be void and a 1 1/2 % per month interest charge will accrue and you will pay all costs related to the collection of amount, including reasonable attorney's fees and court costs. Any alteration or deviation from above specifications contingent upon absence of strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This Contract contains all of the terms and conditions agreed to by the parties and no other representations, warranties, or agreements, expressed or implied, shall vary the terms of this Contract.

NOTE: This contract may be withdrawn by SUPERIOR if not accepted within 14 days.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

SUPERIOR MUDJACKING, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Rick Patterson
Company Representative

SS# / Fed ID# _____

Date: _____

Date:

11-26-17

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	December 1, 2017
PUBLIC WORKS	From:	Christy Humerickhouse

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

RE: Addition of second slide at Mission Family Aquatic Center (MFAC)

RECOMMENDATION: Approve the construction agreement with Splashtacular for the delivery and installation of a 32 inch diameter, 121.5 foot long enclosed body waterslide that transitions to a fiberglass runout in an amount not to exceed \$92,770.

DETAILS: Funds are budgeted in the 2018 Capital Improvement Program (CIP) to install the second slide at the aquatic center. During initial construction of the aquatic center the necessary plumbing, pumps and supports were put installed at the MFAC anticipating the addition of the second slide in future years. The project design team recommended adding or upgrading amenities every 4-5 years to keep patrons interested in the facility.

Splashtacular was the slide subcontractor on the original construction of the aquatic center and previously prepared the drawings and specifications necessary to add the second slide. Approval is requested now to allow time for the slide to be manufactured and installed prior to the summer 2018 swim season.

CFAA CONSIDERATIONS/IMPACTS: The aquatic center is utilized by persons of all ages and abilities. This project will provide an additional feature that will encourage young and old to participate together.

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks and Recreation Sales Tax Fund 45-90-805-09
Available Budget:	\$105,000

CONSTRUCTION AGREEMENT

This Agreement (the “Agreement”) is made and entered into on this 27th day of October 2017, between the City of Mission, Kansas (the “Owner”) and AZS Industries, LLC dba Splashtacular, of Paola, Kansas (“Splashtacular”). The Owner and Splashtacular are individually referred to as a “Party” and collectively referred to herein as the “Parties.”

In consideration of the mutual promises and payments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Project.** The subject matter of this Agreement is the following project (“Project”):
Mission Aquatic Center – Future Slide B.
2. **Work.** Splashtacular agrees to perform work (“Work”) for the Project as described in its Proposal dated March 9, 2017 (“Proposal”), a copy of which is attached hereto, incorporated herein in its entirety and made a part of this Agreement. The Proposal shall control in the event of a conflict between the Proposal and this Agreement and/or the Contract Documents.
3. **Price and Payment Terms.**

Owner shall pay Splashtacular the total sum of \$92,770.00 (“Contract Price”), according to the following schedule:

\$27,831.00	30 %	Deposit to initiate contract. Due upon receipt of invoice but not prior to January 1, 2018.
\$37,108.00	40 %	Due prior to beginning fabrication. Due upon receipt of invoice
\$18,554.00	20 %	Due upon delivery of materials to jobsite and prior to installation. Due net 10 upon receipt of invoice.
\$ 9,277.00	10 %	Due upon completion of installation. Due net 10 upon receipt of invoice.
\$92,770.00		Total Contract Price

All Domestic payments are to be sent to Splashtacular’s corporate office via UPS Account #1872AE or FedEx Account #2009 5661 3:

Splashtacular
Attn: Accounts Receivable
102 W. Kaskaskia, Suite 201
Paola, KS 66071
(913) 256-8799

ACH or Wire information is available upon request.

4. **Nonpayment.** Splashtacular shall have the right to suspend the Work if a payment is not made on time. Any overdue payment shall bear interest at the Prime Rate as published by the Wall Street Journal. The published rate on the first day of the month shall be used as the applicable rate for an entire calendar month.
5. **Contract Documents.** Splashtacular shall perform the Work in accordance with the following (collectively the “Contract Documents”) and its Proposal:
Splashtacular shop drawings approved by City of Mission on 11/13/13.
6. **Schedule.** Fabrication lead time for materials is 10-12 weeks after receipt of shop drawing approvals and color selections.
7. **Force Majeure.** Splashtacular will not be liable for damages of any nature and will be entitled to a time extension with respect to any delay or failure in performance caused by labor disputes, terrorism, riots, fires, casualties, accidents, acts of God, unusual delays in delivery, or other causes beyond the direct control of Splashtacular. In addition, Splashtacular shall be entitled to recover its costs for extended job site general conditions due to delays caused by said events.
8. **Project Information.** Splashtacular has been provided with information and data relating to the site and details of the Project. Splashtacular shall be entitled to rely on the accuracy of all such information.
9. **Limited Warranty.**
 - a. The equipment manufactured by Splashtacular is warranted by Splashtacular in accordance with the written warranty to be issued by Splashtacular on completion of the Work. The warranty is incorporated herein in its entirety and made a part of this Agreement.
 - b. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPLASHTACULAR HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
10. **Mutual Waiver of Consequential Damages.** The Parties waive all claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, loss of use, income, profit, financing, business, reputation, and principal office salaries and expenses. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party’s termination in accordance with this Agreement.
11. **Limitation of Liability.** Notwithstanding any other provisions of this Agreement to the contrary, in recognition of the relative risks and benefits of the Project to the Parties, and to the fullest extent permitted by law, the total liability in the aggregate of Splashtacular and its officers, directors, employees, agents, subconsultants and subcontractors, and any of them, to the Owner and any one claiming by, through or under it, for any and all damages, injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Splashtacular’s Work, the Project, or this

Agreement, from any cause or causes whatsoever, including, but not limit to, negligence, gross negligence, errors, omissions, strict liability, breach of contract, contribution, and misrepresentation, shall i) for events covered by insurance, not exceed the limits of the insurance maintained by Splashtacular pursuant to this Agreement, and (ii) for events not covered by insurance maintained by Splashtacular, not to exceed the Contract Price. The Parties acknowledge that sufficient consideration has been provided for this limitation.

- 12. Indemnity.** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless Splashtacular and its officers, directors, employees, agents, subconsultants, and subcontractors, and each of them, from and against all claims, causes of action, damages, losses and expenses, including but not limited to attorneys' fees, expenses, and expert fees, to the extent caused by the negligence of or breach of the Agreement by the Owner or anyone for whose acts it may be liable (including but not limited to, losses or claims resulting from the improper operation or maintenance of the equipment), regardless of whether or not such claim, damage, loss or expense is caused in part by Splashtacular or other party indemnified hereunder.
- 13. Termination.** If either Party materially fails to perform in accordance with the terms and conditions of this Agreement, including, but not limited to, failing to pay the Contract Price as provided above, that Party may initiate termination by issuing a Notice of Proposed Termination to the other Party. If the default is not cured within seven (7) days after receipt of such Notice, this Agreement may be terminated by the issuance of a Notice of Termination to the defaulting Party. If Splashtacular is entitled to terminate, it shall be entitled to recover from the Owner for Work executed and for proven loss with respect to tools, and construction equipment and machinery, including reasonable overhead, profit, and damages.
- 14. Claims.** Any claim against Splashtacular shall be asserted in writing within twenty (20) days after the event giving rise to the claim, or the claim shall be deemed to have been waived.

15. Dispute Resolution.

- a. Nonbinding Mediation.** Any claim arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding arbitration. Unless the Parties otherwise agree, the mediation shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The request may be made concurrently with the filing of arbitration, but the mediation shall be concluded before the arbitration. The Parties shall equally share the mediator's fee and any filing fees. The mediation shall be held in Miami County, Kansas.
- b. Binding Arbitration.** Any claim arising out of or related to this Agreement that is not resolved by mediation shall be subject to binding arbitration, which, unless the Parties otherwise agree, shall be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other Party, and filed with AAA. The Party filing a notice of demand for arbitration must include all claims then known to that Party that are subject to arbitration.

- i. A demand for arbitration shall be filed with the AAA before the date when the filing of a lawsuit based on the claim would be barred by the applicable statute of limitations or statute of repose, whichever is shorter.
- ii. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either Party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.
- iii. This agreement to arbitrate herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- iv. The arbitrator(s) shall limit or minimize discovery in the proceedings so as to promote the prompt and efficient resolution of the dispute, while avoiding surprise or prejudice to any party. The arbitrator(s) shall follow the applicable law, but shall not have the power to award punitive damages.
- v. The arbitration hearing shall be conducted in Miami County, Kansas.
- vi. If Splashtacular is the prevailing party in any proceeding between the Parties arising out of or related to this Agreement, it shall be entitled to recover its reasonable attorneys' fees, expenses, expert fees, the fees of the arbitrator(s), and the administrative expenses of the AAA.

- 16. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Kansas, without regard to that State's rules on conflicts of laws.
- 17. Modification.** No modification or amendment to this Agreement shall have any force or effect unless mutually agreed to in a writing signed by both Parties.
- 18. Binding Effect.** This Agreement is binding upon the Parties and their successors, assigns, and related entities.
- 19. Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other oral, written, express or implied promises, agreements, representations, or inducements not specified in this Agreement. The Parties also agree that all the terms of this Agreement are contractual and not a mere recital.
- 20. Severability.** In the event that one or more of the provisions in this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

21. Other Terms (if any).

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

CITY OF MISSION, KANSAS

**AZS INDUSTRIES, LLC dba
SPLASHTACULAR**

By: _____

By: _____

Title _____

Title: _____

Scope of Work for Mission Aquatic Center

\$92,770.00 Future Slide B

(If project is not tax exempt, we must add sales taxes to our final contract price)

I. DESIGN SERVICES

- A. Operations and Maintenance Manuals.
- B. **One (1)** year limited warranty on defects in workmanship and materials.

II. WATERSLIDE SCHEDULE

	Waterslide Type	Center-line Total Length	Tower Height	Flow Rate (GPM)	Notes
Waterslide B	32 inch diameter enclosed body that transitions to fiberglass runout	121.46'	20.42'	300 to 500	Risers included for the right side of the runout.

III. SUPPORT STRUCTURE

Starting Tower and Stairway: EXISTING

Flume Support Systems:

Hot dip galvanized steel flume support arms and yokes with all necessary nuts, bolts and washers designed for bolt-up installation. Flume support columns are existing.

IV. FINISHES & ACCESSORIES

Fiberglass Color:

Multiple and/or different slide colors inside and outside are no extra charge. Client may select colors from any of Splashtacular's 188 standard RAL color selections. Custom colors and translucent fiberglass is available for an additional charge.

V. MISCELLANEOUS

Hardware:

Fiberglass sections are factory pre-drilled to decrease on-site installation time. All fiberglass flange joint hardware is stainless steel. Custom triple-gasket system as well as polyurethane non-shrink compound is installed between all flume joints to prevent leaks. All hardware for steel to steel connections is hot dip galvanized A325 and A307 bolts. Hot dip galvanized foundation anchor bolts to be provided by Splashtacular but installed by others.

Freight:

Freight to jobsite including loading and unloading containers.

Commissioning:

One mobilization is included for on-site training, ride testing and safety certification by a Splashtacular management representative once the slides are operable. A minimum of two weeks advance notice is required to allow sufficient time to make travel arrangements. Additional costs may be charged for trainings requested with less than two weeks' notice or for rescheduled trainings.

Safety Signage:

Safety rule signage will be supplied with rules specific to the type of slide purchased. One (1) illustrated riding instruction sign will be provided for each slide tower.

VI. INSTALLATION

FULL INSTALLATION SERVICES

Prevailing/Union wage rates excluded.

We will provide a fully experienced and capable job supervisor, all labor, materials and equipment necessary to complete the installation of the slide and flume supports in accordance with the engineered drawings and principles of good workmanship. An additional charge will be assessed should more than one mobilization be required for installation.

VII. INSTALLATION CONSIDERATIONS

- a. Adequate access for installation equipment is required at all times from laydown area to and around the area of the waterslide until the work is complete and the installation crew has demobilized.
- b. A fresh water supply to be located within approximately 30 yards of the waterslide tower for cleaning purposes.
- c. A dedicated power supply to be located at the waterslide tower for installation crew to operate small tools.

VIII. EXCLUSIONS

- a. Sales/Use taxes, licenses, permits and fees.
- b. Performance and payment bonds.
- c. Soil reports or surveying.
- d. Notices, inspections or testing of any kind including steel fabrication inspections and material testing.
- e. Demolition and/or repairs to decks, fences and landscaping. Fence removal or temporary protection of the pool deck.
- f. Supply and installation of concrete footings, foundations, grouting and grounding wires.
- g. Supply, installation or modification of the pool, decks, drainage systems, deck drains, grating and holding or ballast tanks.
- h. Supply, installation or modification of plumbing, mechanical and electrical equipment including emergency start/stop equipment, piping connections and pipe supports.
- i. Temporary utilities and dumpster.
- j. Coated or painted anchor bolts and hardware.
- k. Pultruded fiberglass (painted or otherwise), aluminum, acrylic, glass or any guardrail material other than steel.
- l. Deck ropes, fences or barriers of any kind.
- m. Rafts or inner tubes.
- n. Any type of theming or rockscaping.
- o. Prevailing or union wage rates.
- p. Canopy
- q. Painted or powder coated steel finish.
- r. Wall block outs, closure panels or sealing around the slide at wall penetrations.
- s. Construction of concrete tower, stairs, platforms and columns.
- t. Slide tower including upper platform, landings, columns, stairways, guardrail, handrail and gate.
- u. Any items not specifically stated above.

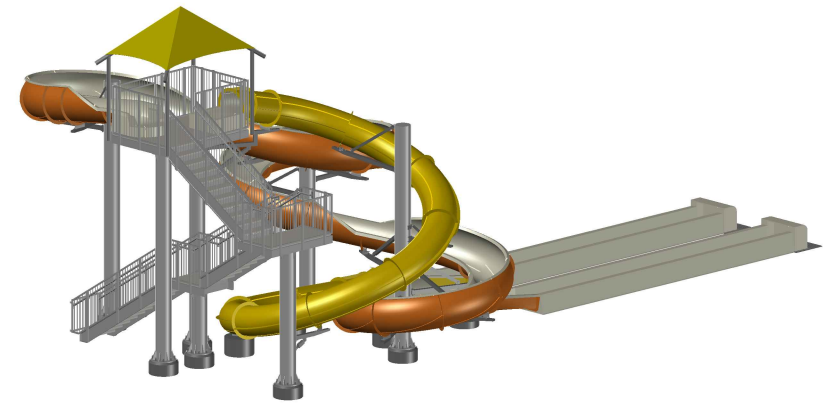
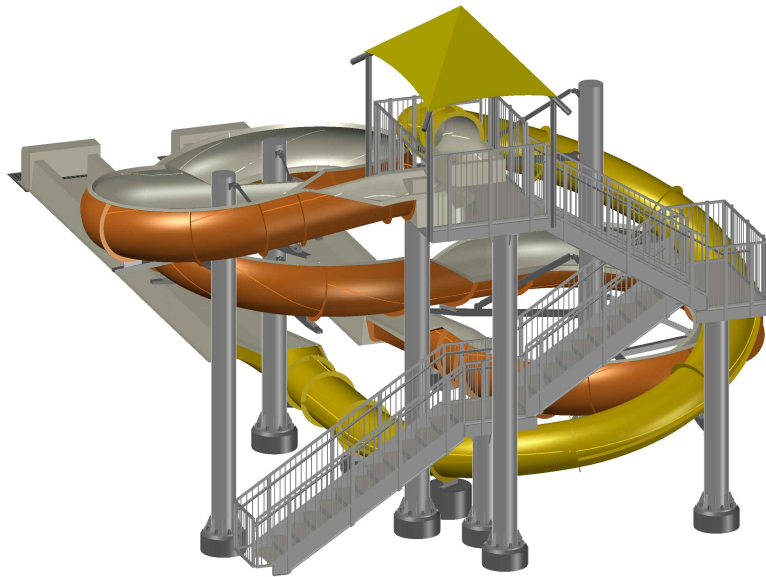
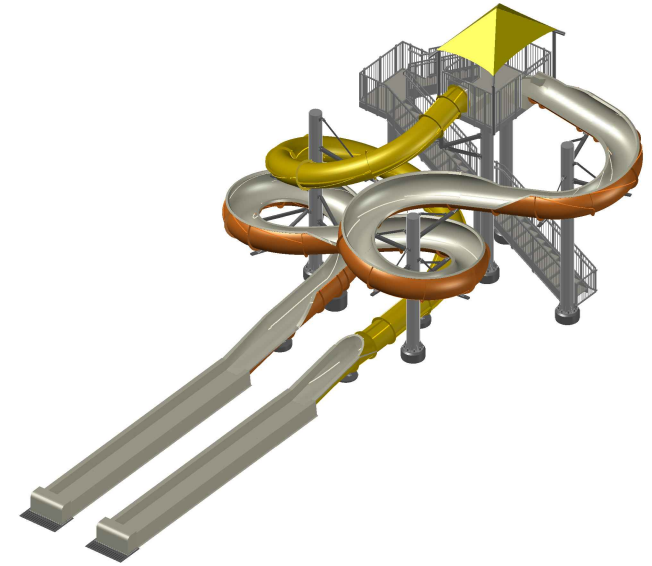
NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable costs include but are not limited to re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contract.

IX. PRELIMINARY FOUNDATION INFORMATION – FOUNDATIONS HAVE ALREADY BEEN DESIGNED AND INSTALLED

X. PAYMENT TERMS

- 30% Deposit to initiate contract. Payment due upon receipt of invoice.
- 40% Due prior to beginning fabrication. Payment due upon receipt of invoice.
- 20% Due upon delivery of material to jobsite and prior to installation. Payment due net 10 upon receipt of invoice.
- 10% Due at completion of installation. Payment due net 10 upon receipt of invoice.

Attachments



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**PRELIMINARY
NOT FOR CONSTRUCTION**

This document is the intellectual property of Splashtacular, which has exclusive rights to proprietary trade secrets and confidential information contained herein. Receipt of permission to use this document does not convey any rights to use the information contained herein without prior written consent of Splashtacular.

SPLASHTACULAR
Waterslides and Waterpark Attractions

102 W. Kaskaskia, Suite 201
Paola, KS 66071

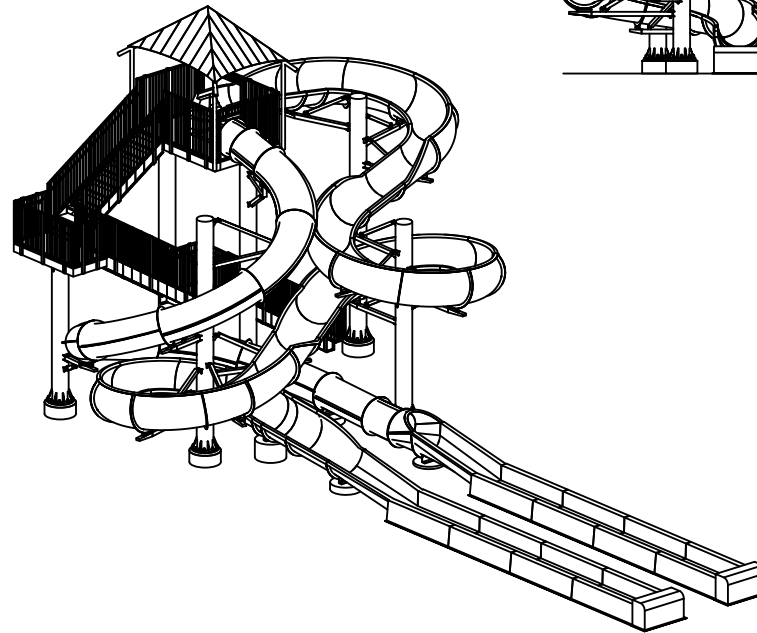
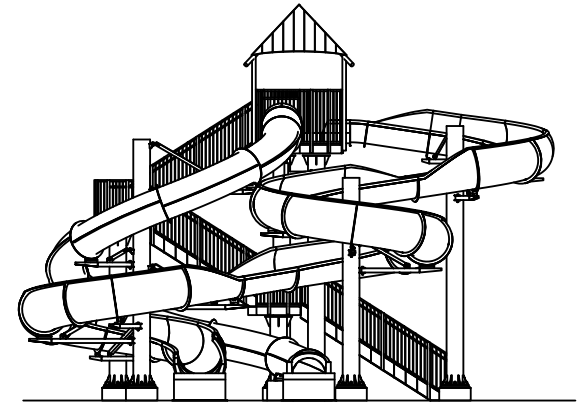
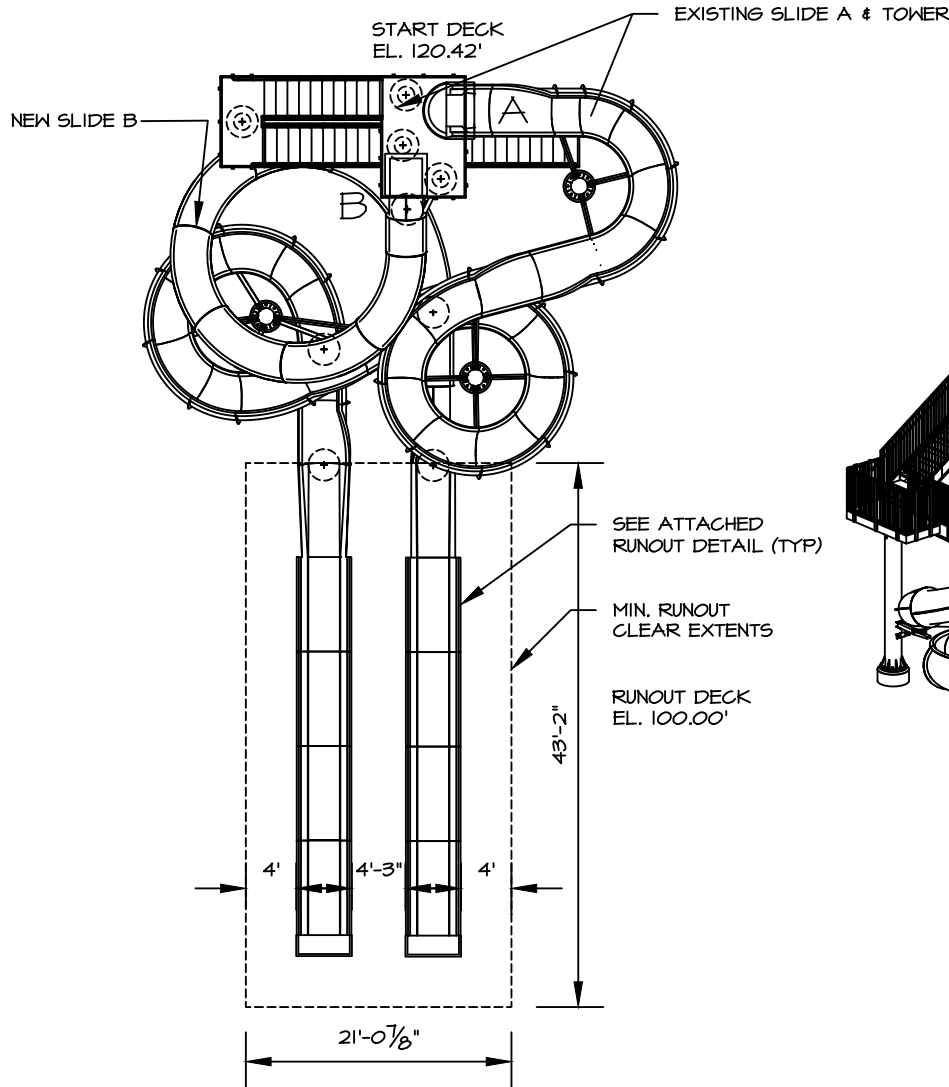
v. 800.844.5334
f. 913.294.2496

TITLE:		
PROJECT:		
CLIENT:		
DATE:	DESIGNER:	COUNTRY:
SCALE:	CITY:	STATE:

MARK	SLIDE TYPE	GPM	HEIGHT (ft)	LENGTH (ft)
B	32" ENCLOSED FLUME BODY SLIDE	300-500	20.42'	121.46'
TOTAL LENGTH:				121.46'

SUPPORT STRUCTURE	QUANTITY
SUPPORT ARMS FOR SLIDE B	7

Slide height is from finished runout deck to finished start deck.
 * Slide length includes 39.00' of runout.



The dimensions contained herein are a result of initial site information that was provided during the preliminary design process. While every attempt has been made to assure accuracy, final construction drawing dimensions may vary.

**PRELIMINARY
NOT FOR CONSTRUCTION**

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Mission, KS Bid4FINAL.dwg

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SPLASHTACULAR
 Waterslides and Waterpark Attractions
 102 West Kaskaskia Street, Suite 201 v. 800.844.5334
 Paola, KS 66071 f. 913.294.2496

TITLE: PROPOSED OUTDOOR SLIDE LAYOUT		
PROJECT: MISSION AQUATIC CENTER		
CLIENT: WESTPORT POOLS		
DATE: 1/23/2017	DESIGNER: BCM	COUNTRY: USA
SCALE: NTS	CITY: MISSION	STATE: KANSAS

BID #4
 | OF |