

**CITY OF MISSION, KANSAS**  
**COMMUNITY DEVELOPMENT COMMITTEE**

**WEDNESDAY, AUGUST 9, 2017**

**6:30 p.m.**

**Mission City Hall**

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

1. Dog Park Task Force Recommendation

Representatives from the Dog Park Task Force will present a brief overview of their work, and the recommendation which was presented and approved by the Parks, Recreation, and Tree Commission.

**ACTION ITEMS**

2. Resolution in Support of Dog Park Task Force Recommendations - Christy Humerickhouse ([page 4](#))

Mayor Schowengerdt established a Dog Park Task Force in February to research, evaluate, and make a recommendation regarding the feasibility of creating an off-leash dog park in Mission. The Task Force included City Council members, Parks, Recreation and Tree Commission members, residents, and staff. The Task Force met six times, toured several area dog parks, and heard presentations by two cities currently operating dog parks. The Task Force presented their recommendation to the Parks, Recreation and Tree Commission in June/July, and it is now ready for consideration by the City Council.

3. Adopt a Park Program - Christy Humerickhouse ([page 12](#))

Over the last several months, the Parks, Recreation, and Tree Commission (PRT) has been developing an Adopt-A-Park Program. It is a city-wide community service program that recruits and trains residents and local businesses to assist in the general care and maintenance of neighborhood parks. Tasks may include trash pickup, graffiti reporting, weeding / raking playground areas, sweeping / painting shelters, cleaning picnic tables, mulching trees and shrubs, maintaining bio-swales, and reporting vandalism. The PRT Commission is asking that the City Council formally approve the program.

4. 2017 Mill and Overlay Program Contract - John Belger ([page 20](#))

The City's Mill and Overlay Program focuses on repairing those streets with damaged surface asphalt which are on the cusp of complete disrepair. Mill and overlay, along with chip seal, are the two intermediate maintenance treatments the City uses to extend the life of the aging street infrastructure system. Six bids were received, and Little Joe's Asphalt has been determined to be the lowest and most responsive bidder. The 2017 Program would mill and overlay approximately 1.15 lane miles of road, replace approximately 3,559 linear feet of curb, 2,320 square feet of sidewalk, and make necessary ADA improvements. Several special projects were also included with the 2017 program including ADA ramp repairs at Horton and 53rd Street, crosswalk improvements at 61st and Broadmoor, ADA improvements along Roeland Drive between Rock Creek Lane and Martway, and repair of the Johnson Drive and Broadmoor intersection.

5. Kennett Place Streets - Maintenance Agreement and Release - Laura Smith ([page 63](#))

Since 2014, the City has been in conversation with the Kennett Place Homes Association (HOA) regarding maintenance of the privately owned streets in the subdivision. In 2016, the City Council approved funds to complete a chip seal treatment, but it was later determined that the contractor's equipment could not pass through Kennett Place's entrance gates. Staff has been working with the HOA to develop an alternative solution. An agreement and release document which will resolve the 2016 situation has been drafted for consideration.

6. Contract for Gateway Plan Inspections ([page 66](#)) - Brian Scott

Staff recently issued an RFP for plan review, building inspection and project management services related to the Gateway Project. Two firms were interviewed, and staff will be recommending one firm to provide services as outlined in the Request for Proposals. Time will be billed on an hourly basis.

## **DISCUSSION ITEMS**

7. On-Call Engineering Services Contract - John Belger/Laura Smith ([page 66](#))

The City currently has on-call engineering service contracts with Olsson Associates and George Butler & Associates. The firms were selected through a competitive RFQ process in the fall of 2014. The Professional Services Agreements were effective for three years (through 12/31/2017), and included an option to renew for one additional year. Staff recommends exercising the option to extend the current contracts through December 31, 2018.

## **OTHER**

### 8. Department Updates - Laura Smith

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

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	July 26, 2017
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

**RE:** Dog Park Task Force Recommendation

**RECOMMENDATION:** Approve the Resolution outlining the recommendations of the Dog Park Task Force and the Parks, Recreation, and Tree Commission.

**DETAILS:** A Mission Dog Park Task Force was established in February of this year by Mayor Schowengerdt to research, evaluate, and make a recommendation to the Parks, Recreation and Tree Commission regarding the feasibility of creating an off-leash dog park in Mission. The Task Force was comprised of City Council members, Parks, Recreation and Tree (PRT) Commission members, residents. Members included:

Anne O’Leary (co-chair)  
 Erin Beaslin  
 Nancy Coates

Kristin Inman (co-chair)  
 Nick Schlossmacher  
 Sollie Flora

Staff supporting the work of the Task Force included: Dan Madden, Christy Humerickhouse, John Belger, and Brent Morton.

The Task Force was asked to develop a Dog Park recommendation in the context of the Parks and Recreation Master Plan projects and priorities. The Task Force met six times between February and June, and the meetings included a tour of six existing metro area dog parks and presentations by two other cities currently operating dog parks.

The Task Force forwarded the following recommendation to the Parks, Recreation, and Tree Commission:

*“The City should create a “Friends of the Mission Dog Park” support group to:*

- 1. Explore private funding and sponsorships for the creation of a dog park,*
- 2. Identify and analyze unused open space for conversion to or creation of a dog park, including land acquisition and partnerships,*
- 3. Based on the land identified, recommend use restriction or limitations,*
- 4. Develop preliminary construction cost estimates for the dog park,*
- 5. Develop on-going operations and maintenance costs (including staff),*
- 6. Consider and recommend other dog amenities the City could offer the residents.”*

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



<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	July 26, 2017
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

The recommendation was initially presented at the June meeting of the PRT Commission. Members took a month to evaluate and consider the recommendation, soliciting input from Mission residents to gather a broader sense of the community support for a dog park.

At the July PRT Commission meeting, there was consensus among the members a dog park would be a nice addition to Mission's park system, but that current dedicated park monies should be spent to improve or maintain the existing parks. As such, the PRT amended the recommendation of the Dog Park Task Force to include a provision outlining that current dedicated park funding not be committed to the creation of a dog park.

The work of the Dog Park Task Force and the resulting recommendation has been captured in a Resolution for Council consideration.

**CFAA CONSIDERATIONS/IMPACTS: NA**

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

July 21, 2017

Mission City Council Members,

The Mission Dog Park Task Force was established in February of this year by Mayor Schowengerdt to research, evaluate, and make a recommendation to the Parks, Recreation and Tree Commission regarding the feasibility of creating an off-leash dog park in Mission for our consideration. The Task Force was comprised of City Council members, Parks, Recreation and Tree Commission members, residents, and others who have ongoing interaction and contact with dog owners in our community.

The Task Force was asked to develop a recommendation in the context of the Parks and Recreation Master Plan projects and priorities. The Task Force met six times between February and June, and the meetings included a tour of six existing metro area dog parks and presentations by two other cities currently operating dog parks. Based on the information collected through the process, the Task Force presented the following findings:

- Whereas, study and analysis of a dog park was a Priority I recommendation included in the Parks and Recreation Master Plan; and
- Whereas, Parks and Recreation leaders from communities with dog parks indicate they have had overwhelmingly positive feedback from residents and visitors; and
- Whereas, research indicates that a dog park be a minimum of one (1) acre; and
- Whereas, best practices recommend a dog park have adequate space to “rest” overused areas on a regular basis; and
- Whereas, all dog parks visited by the Task Force were built on donated land or on land that was not being used for any other recreational function or activity; and
- Whereas, the Task Force members believe there are opportunities for private funding and/or sponsorship for construction and maintenance of an off-leash dog park;

As such, the Task Force recommended to the Parks, Recreation, and Tree Commission to approve and forward to City Council that staff should move forward with the following:

1. Create a “Friends of the Mission Dog Park” support group to explore private funding and sponsorships.
2. Identify and analyze unused open space for conversion or creation of a dog park, including land acquisition and partnerships.
3. Based on the land identified, recommend use restrictions or limitations.
4. Develop preliminary construction cost estimates.
5. Develop on-going operations and maintenance costs (including staff).
6. Consider and recommend other dog amenities the City could offer.

Parks, Recreation, and Tree Commission members evaluated and considered the recommendation between their June and July meetings. During this time commission members visited with Mission friends and neighbors to gather a wider sense of community support for a Dog Park. Consensus from the Parks, Recreation, and Tree Commission members is that we and a majority of individuals we talked with understand that a dog park would be a nice added feature to our current park system, but that current dedicated park monies should be spent to improve our existing parks and their amenities.

Therefore, the Parks, Recreation, and Tree Commission recommends:

1. The City/staff create a “Friends of the Mission Dog Park” support group to explore and secure private funding and sponsorships for the development of a dog park,
  - a. The “Friends” group should include members from the city's parks and recreation department, public works department, and Parks, Recreation, and Tree Commission.
2. The City maintain that current dedicated funding for parks and recreation not be used in the creation/establishment of a dog park, but to improve existing facilities,
3. The “Friends” group identify and analyze unused open space for conversion or creation of a dog park,
4. Based on any land that may be identified, the “Friends” group recommend use restrictions or limitations,
5. The “Friends” group develop preliminary construction cost estimate based on the land identified,
6. The “Friends” group develop on-going operations and maintenance costs (including staffing),
7. Consider and recommend other dog friendly amenities the City could provide for/offer our residents.

Respectfully submitted for your consideration by the Mission Parks, Recreation, and Tree Commission,

Mark Raduziner, Chairperson

**Dog Park Task Force - Planning Session**  
**February 17, 2017**

**Mission/Objective:** Explore the feasibility of constructing an off-leash dog park in Mission.

**Task Force Members:** (see roster) Depending on who shows at the first meeting, we may need to do additional recruiting to keep a balanced perspective. Have been contacted by two residents interested in serving.

**Meetings:** First meeting 2/23. Recommended dates and potential agendas are included below. These can be modified or adjusted as the process unfolds.

**Meeting 1 (February 23rd):** Introductions/why agreed to serve on Task Force, review mission and objectives, establish committee ground rules, start thinking about how we will define success, favorite dog parks in metro, review meeting calendar and objectives.

**Meeting 2 (March 11th):** Tour of local dog parks (see attached)

**Meeting 3 (March 21st):** Tour debrief, brainstorm likes/dislikes, what would minimum standards be in Mission, siting options - pros and cons, does it have to be within Mission City limits or on public property?

**Meeting 4 (April 18th):** Review and develop options/potential recommendations, including costs (construction, operating/maintenance). Invite guest speaker from city with dog park to review lessons learned.

**Meeting 5 (May 18th):** Evaluate recommendation in the context of the Parks and Recreation Master Plan projects and priorities. Provide staff direction to develop a recommendation.

**Meeting 6 (June 6th):** Finalize recommendation to be forwarded to Parks and Recreation Commission (6/19 meeting) and then City Council (7/5 meeting).

**Meeting Preparation and Support:** Staff will work to develop meeting agendas and all supporting documents. Can have preparation meetings with co-chairs in advance of each meeting. Meetings will not be lead by staff.

## **Task Force Tour Sites**

### Happy Tails Park

1251 SE Ranson Rd

Lee's Summit, MO 64063

### Dogwood Park

51 NW Victoria Dr

Lee's Summit, MO 64066

### Tails & Trails Dog Park

7601 E 139 Street

Grandview, MO

### Leawoof Dog Park

East of City Park

106th & Lee Boulevard

Leawood, KS

### Thomas S. Stoll Dog Park

12500 W 119th St

Overland Park, KS

**CITY OF MISSION  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION SUPPORTING THE RECOMMENDATIONS OF THE DOG PARK TASK FORCE**

**WHEREAS**, the City of Mission affirms in its Comprehensive Plan that Parks and Recreation activities are “essential services for the community” and that “wholesome play and leisure experiences enhance quality of life for residents of all ages and abilities,” and;

**WHEREAS**, the City of Mission completed a Parks and Recreation Master Plan in 2016, that outlined a series of recommendations and projects for future consideration, and;

**WHEREAS**, the second item within the Master Plan’s goal of expanding and improving facilities is to “further study and analyze the development and maintenance of a dog park”, and;

**WHEREAS**, an off-leash dog area provides a park space that can be utilized by people of all ages and can be a great opportunity for people in the community to interact, and;

**WHEREAS**, the Mayor convened a Dog Park Task Force in February of 2017 to research, evaluate, and make a recommendation regarding the creation of an off-leash dog park or other dog amenities in Mission, and;

**WHEREAS**, the Dog Park Task Force has completed its work and has established a set of recommendations to be adopted as the policy of the City of Mission and pursued by the City Council.

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

**Section 1.** The Mission City Council directs staff to create a “Friends of the Mission Dog Park” support group to :

- a. Explore private funding and sponsorships for the creation of a dog park.
- b. Identify and analyze unused open space for conversion to or creation of a dog park, including land acquisition and partnerships.
- c. Based on the land identified, recommend use restrictions or limitations.
- d. Develop preliminary construction cost estimates for the dog park.
- e. Develop on-going operations and maintenance costs (including staff).
- f. Consider and recommend other dog amenities the City could offer residents.

**Section 2.** Current dedicated park funding shall not be committed to the creation of a dog park.

**THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION,** this 16th day of August 2017.

**THIS RESOLUTION IS APPROVED BY THE MAYOR** this 16th day of August 2017.

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Steve Schowengerdt, Mayor

ATTEST:

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Martha Sumrall, City Clerk

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	July 26, 2017
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

**RE:** Adopt-A-Park Program

**RECOMMENDATION:** Approve the Adopt-A-Park Program designed by the Mission Parks, Recreation, and Tree Commission.

**DETAILS:** Following the completion of the Parks and Recreation Master Plan, and after being approached by several different community businesses/organizations, the Parks, Recreation, and Tree (PRT) Commission members began discussing the creation of an Adopt-A-Park Program. A sub-committee of the PRT Commission was identified to review other established programs and put together a program for Mission. The full PRT Commission evaluated/discussed the framework and has recommended a program for Council implementation (program details attached).

The Adopt-A-Park Program is a city-wide community service program that recruits and trains residents and local business members to assist in the general care and maintenance of neighborhood parks. It also helps to educate the public about creating and preserving clean and safe parks for everyone to enjoy. Tasks may include trash pickup, graffiti reporting and removal, weeding / raking playground areas, sweeping / painting shelters, cleaning picnic tables, mulching trees / shrubs, maintaining bio-swales, and reporting vandalism.

There are a variety of opportunities available in Mission's eight parks that can be designed to fit the needs of volunteers of all ages and abilities.

- Anderson Park - 6000 West 61st Street, 2 acres
- Broadmoor Park - 5701 Broadmoor, 5 acres
- Beverly Park - 5935 Beverly, .5 acres
- Legacy Park - 6000 Broadmoor St., 1 acre
- Mohawk Park - 67th St & Lamar, 8 acres
- Pearl Harbor Park - 5925 Maple St., .25 acre
- Streamway Park - 5150 Foxridge Dr., 5 acres
- Waterworks Park - 5814 W 53rd St., 3 acres

Civic groups and businesses seeking to Adopt-A-Park will be required to make a one-year commitment. The adopting organization may elect to clean the designated park on a quarterly, bimonthly, or monthly basis. The City will provide approved consumable materials, equipment, and supplies to be used in the clean up efforts, and all volunteers will be required to sign a participation waiver.

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



<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	July 26, 2017
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

The Adopt-A-Park program will be promoted through the Parks and Recreation Department's seasonal activity guide, the City's website and Facebook pages, the Mission Magazine, and promotional flyers. Those organizations adopting parks will be recognized with signage in the park.

**CFAA CONSIDERATIONS/IMPACTS:** The Adopt-A-Park program encourages civic participation by maintaining and promoting a list of volunteer opportunities within the City, and offering an easy means to apply. The program provides flexible options for volunteers of all ages and abilities, including recognition and guidance.

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



## **Mission Parks, Recreation and Tree Commission Adopt - A - Park Program**

### **Litter, Leaves, & Love - Keep Mission Parks Clean!**

#### **What is Adopt - A - Park**

This is a city-wide community service program that recruits and trains residents and local business members to assist in the general care and maintenance of neighborhood parks while helping to educate the public about creating and preserving clean and safe parks for everyone to enjoy.

Tasks may include trash pickup, graffiti reporting, weeding/raking playground areas, sweeping / painting shelters, cleaning picnic tables, mulching trees / shrubs, maintaining bio-swales, and reporting vandalism. While we encourage the participation of all our residents, this is intended to be an adult lead activity.

#### **Who can adopt a park**

- Businesses
- Individuals
- Senior Groups
- Neighborhood Associations
- Youth groups - individuals ages 10 and older
- Schools groups - ages 10 and older
- Church groups
- Non-profit organizations
- Community groups

#### **Parks and spaces available for adoption**

There are a variety of Mission parks available for adoption that can suit the needs of volunteers of all sizes and ages.

- Anderson Park - 6000 West 61st Street, 2 acres
- Broadmoor Park - 5701 Broadmoor, 5 acres
- Beverly Park - 5935 Beverly, .5 acres
- Legacy Park - 6000 Broadmoor St., 1 acre
- Mohawk Park - 67th St & Lamar, 8 acres
- Pearl Harbor Park - 5925 Maple St., .25 acre
- Streamway Park - 5150 Foxridge Dr., 5 acres
- Waterworks Park - 5814 W 53rd St., 3 acres

## **What are the Adopt - A - Park policies**

1. Civic groups and businesses may apply to adopt a park in the City of Mission. A Minimum one-year commitment is required, except in the first year of participation when all new contracts will be written through December 31st of that year. When a contract expires, if acceptable to both parties, the adopting organization may renew the commitment for an additional year. Requests to adopt specific parks are processed on a first-come, first-served basis.
2. The adopting organization may elect to clean the designated park on a quarterly, bimonthly, or monthly basis. Certain parks may require a monthly or bi-monthly commitment. Some sites may require additional time commitments depending on the time of year.
3. The City of Mission will provide approved consumable materials, equipment, and supplies to be used in the parks.
4. The City of Mission will place a sign in the adopted park, crediting the organization for their assistance.
5. When children participate, the adopter will have emergency contact information accessible at the site. There must also be one adult supervisor for every five children.
6. All participants are required to read the safety information and conduct themselves in a safe manner while participating in the program. In addition, each participant is required to wear gloves while cleaning the park.
7. The adopting organization will notify the City contact person at least 24 hours prior to the cleanup so that arrangements can be made to pick up debris.
8. The adopting organization agrees that it will be responsible for any of its volunteers or members performing the work and will defend, indemnify, and hold the City of Mission harmless from and against any and all liability, claims, and demands on account of any injury or loss that a volunteer might incur when engaged in the work or in any other way related to the work performed under the Adopt-A-Park program.
9. The Adopting organization will obtain the signature of each volunteer on the Volunteer Agreement form prior to the individual's participation in the program. A parent or Guardian's signature is required for children under the age of eighteen.

## **Adopt-A-Park volunteers will need to supply (as applicable)**

Gloves

Rakes

Brooms

Weeding tools

**Safety DO's**

- Do lift all objects with your legs, not with your back.
- Do wear light or bright colored clothing, hard-soled shoes, and sturdy work gloves. Wear protective gear: safety glasses/goggles, safety vests, long pants and long sleeves.
- Do use sunblock and wear a hat.
- Do contact the parks and recreation department at 913-722-8210 immediately if you notice a safety hazard, such as a broken swing or other piece of play equipment.
- Do tie bags tightly and place next to trash receptacles.
- Do work only during park/daylight hours.
- Do work with a partner whenever possible.
- Do make sure that all participants in your organization are familiar with the safety precautions.
- Do be cautious around thorny or poisonous bushes.

**Safety DON'Ts**

- Don't overexert yourself. Be sure to take frequent breaks, drink liquids, and dress appropriately for the weather.
- Don't work under potentially dangerous weather conditions.
- Don't pick up materials that you suspect might be hazardous, such as needles, bloody objects or drug paraphernalia. Instead, call the Police Department immediately.
- Don't bring small children or pets along on the project.
- Don't ever leave children or pets locked in the car at work locations.
- Don't pick up litter close to the edge of curbs unless oncoming traffic is clearly visible.



**Mission Parks, Recreation and Tree Commission  
Adopt - A - Park Program  
APPLICATION**

Name of Organization (as it is to appear on sign): \_\_\_\_\_

\_\_\_\_\_

Organization Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Estimated Number of Participants: \_\_\_\_\_

Preferred Park for Adoption: \_\_\_\_\_

Tentative Starting Date: \_\_\_\_\_

\_\_\_\_\_

**Statement of Agreement**

As representative of this organization, I have read and agree to abide by the policies, regulations and safety recommendations as put forth by the City of Mission in regard to the Adopt-A-Park program. I understand that this is an application for the Adopt-A-Park program and that a Parks and Recreation representative will contact me to finalize an agreement. In addition, I understand that the Parks and Recreation Director will make the final determination as to whether a group can participate and the final park assignment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Mission Parks, Recreation and Tree Commission**  
**Adopt - A - Park Program**  
**VOLUNTEER AGREEMENT**

I, \_\_\_\_\_, for and in consideration of the City of Mission's permission to participate in the Adopt-A-Park program, whereby volunteers from the community may be involved in physical activity, working with other volunteers and using yard and outdoor maintenance hand tools and equipment to clean up parks throughout the City of Mission, and inherently involves risks that may result in bodily injury or damage to property, do hereby agree to release, indemnify and hold harmless the City of Mission, its agents, officers and employees and volunteers from any and all claims, liabilities, demands, damages, actions or causes of action of any kind or character (including, without limitation, attorney's fees, costs and expenses) that may arise in any manner by reason of death, injury, damage to my person or property or both as a result of my participation in the Adopt-A-Park Program.

I understand and agree that this Waiver of Liability is binding upon my executors, administrators, personal representative, collector's, heirs, successors and assigns. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Full Name



**Mission Parks, Recreation and Tree Commission**  
**Adopt - A - Park Program**  
**VOLUNTEER AGREEMENT**  
**Minor Participants**

I, the undersigned, hereby represent that my child(ren) has/have volunteered to participate in the Adopt-A-Park Program during the year \_\_\_\_\_. I have read the safety recommendation associated with the program and have discussed them with my child(ren).

I acknowledge and am aware that participation in this program has inherent risks and hazards. I understand that it is my child(ren)'s responsibility to be aware of his or her physical condition and refrain from doing any physical activities beyond his or her capabilities.

For my child(ren) to participate in the Adopt-A-Park program, whereby volunteers from the community may be involved in physical activity, working with other volunteers and using yard and outdoor maintenance hand tools and equipment to clean up parks throughout the City of Mission, and inherently involves risks that may result in bodily injury or damage to property, agree to defend, indemnify and hold harmless the City of Mission, and its officers and its employees, and hereby release the same, from and against any and all liability, claims, demands and expenses, including court costs and reasonable attorney fees, on account of any property damage, bodily injury, sickness, damage or other loss of any kind whatsoever, which arise out of or are in any manner connected with the work to be performed under the Adopt-A-Park Program, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of my child(ren).

Name of Child: \_\_\_\_\_

Address: \_\_\_\_\_

Contact in Case of Emergency: \_\_\_\_\_

Emergency Contact Telephone Number(s): \_\_\_\_\_

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	July 31, 2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** 2017 Mill and Overlay Program

**RECOMMENDATION:** Approve a contract with Little Joe's Asphalt for the completion of the 2017 Mill and Overlay Program in an amount not to exceed \$270,201.33.

**DETAILS:** The City's Mill and Overlay Program focuses on repairing those streets with damaged surface asphalt which are on the cusp of complete disrepair. Mill and overlay, along with chip seal, are the two intermediate maintenance treatments the City uses to extend the life of the aging street infrastructure system. On Thursday, July 27th, staff received bids from six (6) contractors for the 2017 Mill and Overlay Program. The bid results were as follows:

<b>Bidder</b>	<b>Total Bid</b>
<b>Little Joe's Asphalt</b>	<b>\$270,201.33</b>
Kansas Heavy Construction	\$282,167.55
Phoenix Concrete & Underground	\$289,239.80
McAnany Construction	\$290,658.64
Metro Asphalt	\$330,871.29
Freeman Concrete Construction	\$352,480.53

If approved, this contract will mill and overlay approximately 1.15 lane miles of road, replace approximately 3,559 linear feet of curb, 2,320 square feet of sidewalk, and make any necessary ADA improvements. A map and other information detailing the street segments included in the program are included as a part of the attached bid documents.

The 2017 mill and overlay program is larger in scope (cost) than previous years. This is driven primarily by the amount of curb, gutter and sidewalk associated with the street segments as well as the addition of some miscellaneous repairs included as a part of the contract. The miscellaneous repairs are detailed below:

- **Horton/53rd Curb and Ramp Repair** - Damaged ADA ramp and curb will be removed and replaced.
- **Crosswalk Improvements at 61st and Broadmoor** - ADA Ramps will be installed on remaining corners and crosswalks will be striped. This request came forward from Welstone residents.

Related Statute/City Ordinance:	Council Policy on Infrastructure Maintenance Strategy / Street Maintenance
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 25-90-805-09 - Capital Projects
Available Budget:	\$369,000



<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	July 31, 2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

- **Johnson Drive and Broadmoor Intersection Repair** - Repair the damaged asphalt in the westbound lanes of Johnson Drive at Broadmoor.
- **Roeland Drive ADA Improvements** - Install ADA ramps along Roeland Drive between Rock Creek Lane and Martway. This request came forward from a resident.

While the miscellaneous repairs are driving the cost of the 2017 program higher than what has been spent in previous years, the City realizes considerable costs savings when compared to addressing each of these issues on a stand-alone basis. There are sufficient funds available in to accommodate the increased scope and cost of the 2017 Mill and Overlay Program.

A portion of 55th Street was removed from the original schedule of mill and overlay streets. It will be part of a future 55th Street reconstruction that will include a larger portion of the street, and should positively impact the prices of that future project.

Little Joe's Asphalt has been the contractor for the City's Mill and Overlay Programs in 2015 and 2016, and the work in both years was completed in a timely fashion and with great quality.

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

**CFAA CONSIDERATIONS/IMPACTS:** Along with surface treatment to the street, this program is designed to improve ADA ramps, sidewalk connectivity, and traffic striping, all which help improve walkability and mobility for residents and visitors of all ages and abilities.

Related Statute/City Ordinance:	Council Policy on Infrastructure Maintenance Strategy / Street Maintenance
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 25-90-805-09 - Capital Projects
Available Budget:	\$369,000

BID

**2017 MILL AND OVERLAY PROGRAM**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Asphaltic Concrete Surface Course	Ton	724	73.33	53,090.92
2	Milling	Sq Yd	6227	3.23	20,113.21
3	Special Cleaning of Milled Surface	Lump Sum	1	2500.00	2,500.00
4	R&R Curb (Type A)	Linear Foot	3534	31.28	110,543.52
5	R&R Curb (Transition)	Linear Foot	25	54.85	1,371.25
7	R&R Sidewalk (4")	Sq Ft	2320	7.10	16,472.00
8	ADA Ramps	Each	11	2234.57	24,580.32
9	Full Depth Asphalt Repair	Ton	72	153.06	11,020.32
10	Traffic Control	Lump Sum	1	4249.75	4,249.75
11	Sod/Seed	Sq Yd	455	11.40	5,187.00
12	Driveway Approach (6")	Sq Ft	700	9.28	6,496.00
13	Crosswalk Striping	Each	2	855.16	1,710.32

SUBTOTAL \$ 257,334.60

5% Force Account \$ 12,866.73

**TOTAL BID \$ 270,201.33**

*Remainder of page intentionally left blank.*

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than November 15<sup>th</sup>, 2017.

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

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s).

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) #1 → 7/25/17

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

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

DATED in Bonny Springs, Ks this 27<sup>th</sup> day of July, 2017

(SEAL)

Little Joe's Asphalt Inc

Contractor

Theresa Buchler

Signature

Theresa Buchler

Printed Name

President

Title

PO Box 516

Street Address or P.O. Box

Bonny Springs Ks 66012

City, State, Zip

913-721-3261

Telephone Number

913-721-3146

Fax Number

# CITY OF MISSION

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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: 7/25/2017

Subject: 2017 Mill and Overlay

Please issue Addendum for crosswalks to be 24" solid white crosswalk line @ 2' spacing (Typ.) for the north and east side of the intersection at 61st & Broadmoor.

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

Thank you,

John Belger

Pages 1 Including Cover

Including Cover Sheet

*Theresa Burkli*

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Little Joe's Asphalt, Inc.

134th North 130th St. (PO Box 516), Bonner Springs, KS 66012

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

1450 American Lane, Suite 1100, Schaumburg, IL 60173

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

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

6090 Woodson Street, Mission, KS 66202

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

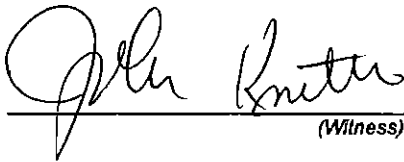
Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_ ),

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

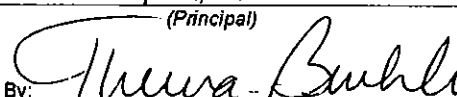
WHEREAS, the Principal has submitted a bid for 2017 Mill & Overlay Program

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

Signed and sealed this 27th day of July, 2017

  
(Witness)

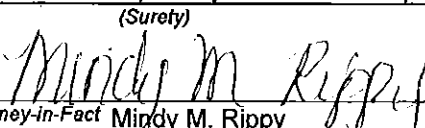
Little Joe's Asphalt, Inc.

(Principal) (Seal)  
By:  President  
(Title)

  
(Witness)



North American Specialty Insurance Company

(Surety) (Seal)  
By:  Attorney-in-Fact Mindy M. Rippey (Title)

Surety Phone No. 603-644-6600

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Mindy M. Rippey

Principal: Little Joe's Asphalt, Inc.

Bond Number: Bid Bond

Obligee: City of Mission, Kansas

Bond Amount: See Bond Form

Bond Description: 2017 Mill & Overlay Program

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29th day of November, 2016.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 29th day of November, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of July, 2017.

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



## **Invitation to Bid**

### **2017 Mill & Overlay Program**

Sealed bids will be received at City Hall, 6090 Woodson, Mission, KS 66202 until 2:30 p.m. on Thursday July 27th, 2017 for the "2017 Mill and Overlay Program" in the City of Mission, KS. Bids received after the above designated time will be returned unopened.

All bids that have been duly received will be publicly opened and read aloud at 2:30 p.m. at the same time and place at which the bids are due. Bids shall be submitted in accordance with the "Instructions to Bidders", available in conjunction with the Bidding Documents. Copies of the instructions to bidders, bid documents, and contract documents and specifications may be obtained from the Drexel Technologies Planroom Site. Please contact John Belger, Public Works Director, at (913)-676-8381 or [jbelger@missionks.org](mailto:jbelger@missionks.org) if you have questions about obtaining bid documents.

All bids shall be submitted in sealed envelopes and marked "2017 Mill and Overlay Program".

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

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



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## **INSTRUCTIONS TO BIDDERS**

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

### **1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. PREPARATION OF BIDS**

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

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

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

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

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

### **3. EXPLANATION TO BIDDERS**

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

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

### **4. SUBMISSION OF BIDS.**

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

B. Any Bid received after the deadline for Bid submission will not be opened and will be returned to the Bidder indicated on the envelope. Oral, telephone or telegraph bids will not receive consideration. No Bidder may submit more than one Bid. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the title, "2017 Mill & Overlay Program, Mission, KS" clearly legible.

### **5. OPENING OF BIDS**

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

## **6. BIDS TO REMAIN OPEN**

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

## **7. MODIFICATIONS OR WITHDRAWAL OF BIDS**

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

## **8. AWARD OF CONTRACT**

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

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

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

## **9. BID SECURITY**

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

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

## **10. BID FORMS**

A. An itemized Bid Form is included in the Bid Documents as “BID FORM” - 2017 Mill & Overlay Program - City of Mission”. Bid Forms must be completed in ink or be typewritten. In the event of any discrepancy between the unit prices and the extended totals, the unit price shall govern.

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

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

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

## **11. CONTRACT TIME**

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

## **12. QUALIFICATIONS OF BIDDERS**

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

## **13. SUBCONTRACTORS**

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

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

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

#### **14. EXAMINATION OF BID DOCUMENTS AND SITE**

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

#### **15. BONDS**

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

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

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

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

#### **16. INSURANCE & INDEMNITY**

## A. INSURANCE

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

### a. Coverage & Minimum Limits of Liability Required:

#### (1) COMMERCIAL GENERAL LIABILITY

\$500,000 per Occurrence

\$500,000 Aggregate

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

#### (2) AUTOMOBILE LIABILITY

\$500,000 per Accident

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

#### (3) WORKERS COMPENSATION – STATUTORY & EMPLOYERS LIABILITY

\$500,000 Each Accident

\$500,000 Policy Limit – Disease

\$500,000 Each Employee - Disease

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

#### (4) UMBRELLA/EXCESS LIABILITY

\$3,000,000 per Occurrence

\$3,000,000 Aggregate



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

(5) CONTRACTOR'S POLLUTION LIABILITY

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

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

(6) PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

\$500,000 per Claim

\$500,000 Aggregate

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

(7) MANAGEMENT LIABILITY/EMPLOYMENT PRACTICES

\$500,000 Per Claim

\$500,000 Aggregate

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

b. Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## B. INDEMNITY

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor agrees to release, indemnify, save and hold harmless, and defend (at Contractor's sole expense), City, its officers, agents, employees, Mayor and City Council Members, volunteers, and agents (collectively, "indemnitees") for, from, and against any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the error, omission, or negligence or other actionable fault of the Contractor, his employees, agents, subcontractors and/or

suppliers, whether active or passive. "Loss" means any and all loss, lien, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine (including without limitation, court costs, attorney's fees, consultant's fees, cost of defense, and costs of investigation, as well as removal, and remediation and governmental oversight costs related to any environmental issue) or otherwise (collectively "liabilities"), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder. The only liabilities with respect to which Contractor's obligation to indemnify the indemnitees does not apply, are liabilities to the extent proximately caused by the negligence or intentional acts or omissions of an indemnitee.

Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this contract is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws. Personal Property Waiver – All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Contractor only, and no indemnitee will be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of an indemnitee."

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

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

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

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

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

G. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall

furnish to the city separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.

## **17. NONRESIDENT CONTRACTORS.**

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

1. Authorization: If the Contractor is a foreign corporation duly authorized to do business in the State of Kansas (K.S.A. 17-7301 et seq.), a copy of the Authorization issued by the Kansas Secretary of State, valid for the year in which the Work is commenced, shall be filed with the City prior to commencement of the Work.
2. Registration of Contract: If the total contract price or compensation exceeds \$10,000.00 nonresident contractors not duly authorized to do business in the state of Kansas shall register with the Department of the state of Kansas in accordance with the provisions of K.S.A. 79-1009, as amended. The Contractor shall be responsible for the payment of any fees associated with such registration.

## **18. TAXES AND FEE EXEMPTIONS**

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

## **19. DISCLAIMER OF LIABILITY**

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

## **20. ANTI-DISCRIMINATION**

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

## **21. LIQUIDATED DAMAGES**

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

## **22. MATERIAL SAFETY DATA SHEETS**

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

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

## **23. COPIES OF CONTRACT DOCUMENTS**

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

A. Copies of the Contract Documents may be obtained from the Office of the City Clerk, City of Mission, KS, 6090 Woodson, Mission, KS 66202.

B. Complete sets of Bidding Documents shall be used in preparing Bids; City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**END OF INSTRUCTIONS TO BIDDERS**

**BID**

**CITY OF MISSION, KANSAS  
2017 MILL & OVERLAY PROGRAM**

**THIS BID IS SUBMITTED TO:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Bid Table

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Asphaltic Concrete Surface Course	Ton	674		
2	Milling	Sq Yd	5932		
3	Special Cleaning of Milled Surface	LS	1		
4	R&R Curb (Type A)	LF	2652		
5	R&R Curb (Transition)	LF	25		
6	R&R Sidewalk (4")	Sq Ft	2320		
7	ADA Ramps	Each	11		
8	Traffic Control	LS	1		
9	Sod/Seed	Sq Yd	455		
10	Driveway Approach (6")	Sq Ft	700		
11	30" Crosswalk	Each	2		
12	Stop Bar	Each	2		
	<b>SUB-TOTAL</b>				
	<b>5% Contingency</b>				
	<b>TOTAL</b>				

E. BIDDER agrees to the following:

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

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

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

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

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

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

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

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

- Required Bid Security in the form described in the Instructions to Bidders.
- Exhibit 1 - Mill & Overlay Location Details
  - + Mill and Overlay Work Location Map

- Exhibit 2 - Misc. Work Location Maps
  - (Curb & Gutter, ADA Compliant Sidewalk Ramps)

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

\_\_\_\_\_DOLLARS

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

**CERTIFICATION:**

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

EXECUTED in \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone (desk & cell)

\_\_\_\_\_  
Email

[END OF SECTION]

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mission, Kansas, hereinafter referred to as the "CITY" and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

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

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

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

### ARTICLE 1: Work

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

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

### ARTICLE 2: Contract Time

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

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

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

#### ARTICLE 3: Contract Price

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

#### ARTICLE 4: Payment Procedures

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

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

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

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

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

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

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

for greater withholding.

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

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

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

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

## ARTICLE 5: Termination/Suspension of Contract

### 5.1 CITY May Suspend Work

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

### 5.2 CITY May Terminate for Cause.

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

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

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

3. CONTRACTOR's disregard of the authority of Public Works Director; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

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

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

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

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

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

### 5.3 CITY May Terminate For Convenience:

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



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

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

#### 5.4 CONTRACTOR May Suspend Work or Terminate.

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

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

#### ARTICLE 6: Contract Documents

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

- Invitation to bid
- Instructions to Bidders
- Performance and other bonds, as required in the Instructions to Bidder
- Contract Documents
- Contractor's Bid
- Project Special Provisions
- General Notes and Ramp Curb Detail (Plan Sheets)
- Exhibit 1: 2017 Mill & Overlay Program Details
- Exhibit 2: 2017 Mill & Overlay Program: "Misc. Work Location Maps"

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

year first above written.

CONTRACTOR

CITY

City of Mission, KANSAS

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

Steve Schowengerdt, Mayor

[SEAL]

[SEAL]

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

Martha Sumrall, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

David Martin, City Attorney

**PERFORMANCE BOND**

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

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

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

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

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

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

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Kansas Agent

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

BOND NO. \_\_\_\_\_

**MAINTENANCE BOND**

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

**THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT:**

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

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

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

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

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

\_\_\_\_\_  
**Principal**

By \_\_\_\_\_(SEAL)

\_\_\_\_\_  
**Official Title**

\_\_\_\_\_  
**Surety Company**

By \_\_\_\_\_  
**Attorney-in-Fact**

By \_\_\_\_\_  
**Kansas Agent**

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

BOND NO. \_\_\_\_\_

**STATUTORY BOND  
TO THE  
STATE OF KANSAS**

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written agreement with the City of Mission, Kansas, hereinafter called the City, for furnishing all tools, equipment, materials and supplies and performing all labor and incidentals thereto necessary in connection with the public improvements described in said agreement, all in accordance with the specifications and other Contract Documents titled “2017 Mill & Overlay Program, City of Mission, KS”.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the City. The Surety further agrees that any persons to whom there is due any sum for such public improvements as hereinabove stated, or said person’s assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the

completion of said public improvements.

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

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Kansas Agent

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

Filed with the City Clerk of Mission, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk



**2017 MILL & OVERLAY PROGRAM  
PROJECT SPECIAL PROVISIONS**

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**CITY OF MISSION  
2017 MILL & OVERLAY PROGRAM  
PROJECT SPECIAL PROVISIONS**

**1 - GENERAL REQUIREMENTS**

**1.1 SCOPE OF WORK**

The work provided for in these Specifications shall consist of furnishing all labor, materials, appliances, and equipment, and performing all work and operations in connection with the construction of items and all other incidental and related work as set forth in these Specifications and as directed by the Engineer to make a complete and finished job.

**1.2 CONTRACT SPECIFICATIONS**

The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the PROJECT SPECIAL PROVISIONS, TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern the construction of the entire work, and the provisions thereof will govern each item and unit of work to which such provisions apply.

**1.3 STANDARD SPECIFICATIONS**

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, Chapters 13.02, 13.03, 13.08, and 15.08 of the Overland Park Municipal Code, current edition of City of Overland Park Traffic Signal Specifications, current edition of the Manual On Uniform Traffic Control Devices, and The City of Overland Park Traffic Control Handbook for Street Maintenance and Construction Operations with such revisions, amendments, and supplements as are contained herein. Sanitary Sewer construction shall be in accordance with the "Construction and Materials Specification" as prepared by the Johnson County Unified Wastewater Districts, and on file with the State of Kansas, Department of Health and Environment, Permit No. 20969. All sanitary sewer service line work shall conform to requirements of the Johnson County Unified Wastewater Districts Service Line Design and Construction Standards, and the most recent edition of the BOCA National Plumbing Code.

**1.4 CONTRACT DRAWINGS**

The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop and dimension drawings of material and equipment and other drawings, where specified, are shown in the "Index of Sheets" on the cover sheet of the Plans.

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	July 28, 2017
<b>ADMINISTRATION</b>	From:	Laura Smith

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

**RE:** Street Maintenance Agreement - Kennett Place Subdivision

**RECOMMENDATION:** Authorize the Mayor to execute an approved “Agreement and Release” document regarding a contribution of \$10,000 for street maintenance in the Kennett Place Subdivision.

**DETAILS:** The City has been in conversation with the Kennett Place Homes Association (HOA) since 2014 regarding maintenance of the privately owned streets in the subdivision. In 2016, the City Council approved funds to complete a chip seal treatment. However, it was later determined that the contractor’s equipment could not pass through Kennett Place’s entrance gates, so staff has been working with the HOA to develop an alternative solution.

An agreement and release document has been prepared to resolve the 2016 situation. The Agreement maintains the financial commitment of the City, and allows the HOA to proceed with street resurfacing.

The attached agreement has been reviewed and approved by both the City’s attorney and legal counsel for the HOA.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$10,000 (2017)

KENNETT PLACE STREET MAINTENANCE  
AGREEMENT AND RELEASE  
DRAFT

WHEREAS, in a letter dated March 31, 1994 (Exhibit A), Mayor Sylvester Powell, Jr. acknowledges that THE CITY OF MISSION, KANSAS (herein known as the “City”) was responsible for certain street maintenance activities on the privately owned streets in the Kennett Place subdivision, and;

WHEREAS, at the March 23, 1994 City Council meeting (Exhibit B), the City Council voted unanimously to take over the maintenance of the privately owned streets in the Kennett Place subdivision, not including construction or snow removal, and;

WHEREAS, since the fall of 2014, the City has been in conversation with the KENNETT PLACE HOMES ASSOCIATION (herein known as the “HOA”) regarding maintenance of the streets in the subdivision, and completed core sampling that indicated the streets were not suitable for a mill and overlay treatment, but could be chip sealed to prolong their useful life, and;

WHEREAS, in 2016 the City approved a chip seal contract with Harbour Construction that included all streets in the Kennett Place subdivision for a total cost of \$10,000, and it was later determined that the contractor’s sealing equipment was unable to pass through the subdivision’s entrance gate, and;

WHEREAS, the City has continued conversations with the HOA regarding alternative resurfacing options for the streets in Kennett Place, and the HOA has indicated it may pursue other resurfacing options;

NOW THEREFORE, in exchange for consideration given by the City (\$10,000 which is discussed below) to the HOA, the undersigned hereby forever and finally releases the City, its officers, agents and employees, from any obligation of maintenance arising before the date of this Agreement, and any claim, liability or cause of action it may have for damage to persons or property arising from or related to any incident involving the sealing or resurfacing of the streets in the Kennett Place subdivision and paid for in whole or in part from the City's contribution given under this Agreement:

FURTHER, as long as the HOA completes street resurfacing or repairs by November 30, 2018, the City shall reimburse the sum of \$10,000 to the HOA upon presentation of a paid invoice documenting such resurfacing and repairs; and,

FINALLY, this Release, and the consideration therefore, shall serve as a full and complete release of any and all claims the undersigned may have, whether known or unknown, against the City arising from any obligation the City may have had with respect to the streets in the Kennett Place Subdivision, arising before the date of this Agreement, and shall constitute a waiver of any claim of loss or damage against the City, its officers, agents or employees arising from any such obligation between 1994 and the date of this Agreement.

IN WITNESS WHEREOF, this Agreement and Release has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For: City of Mission, Kansas

For: Kennett Place Homes Association

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

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

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	August 4, 2017
<b>Administration</b>	From:	Brian Scott

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

**RE:** Plan Review and Inspections Services Associated with the Gateway Development Project

**RECOMMENDATION:** Authorize the Mayor to execute an agreement with FSC, Inc. for plan review and inspection services associated with the Gateway development project.

**DETAILS:** 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. One of the resources that is required immediately is plan review and building inspection services.

In previous iterations of the project, Johnson County’s Department of Planning, Development and Codes was going to provide plan review and building inspection services as an addendum to our existing interlocal agreement. Even though the County is no longer providing these services, we did specifically approach them about taking this project on a stand-alone basis. They declined due to workload and staff capacity.

Staff subsequently developed a Request For Proposals (RFP) which was sent to 32 firms (see attached). The list included architectural and engineering firms, construction companies, and code consulting firms. The City received three proposals, and two firms were subsequently interviewed - FSC, Inc. and FPC Consultants. Staff is recommending to proceed with FSC, Inc. to provide plan review and inspection services for the Gateway development project.

FSC, Inc. is a local firm with offices in Overland Park. They have been in business for over 35 years providing fire protection engineering; mechanical, electrical, and plumbing engineering; structural engineering, and general code consulting services. The firm has worked on a number of projects throughout the Kansas City metropolitan area, including several apartments, hotels, and office projects.

The scope of services related to plan review will include:

- Review of building plans submitted by the developer’s architects and/or engineers for compliance with local and state building codes
- Meeting prior to submittal to review preliminary plans, answer questions, and address concerns
- Preparing plan review with comments submitted to the design professionals
- Final plan review and sign off

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

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	August 4, 2017
<b>Administration</b>	From:	Brian Scott

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

Inspection services will entail being on site to inspect various stages of construction as they are completed to ensure that work has been done in accordance with the plans and applicable codes. This phase of the work will also include meetings to coordinate the inspections themselves, answer questions, and address and resolve any issues.

In addition, it is anticipated that FSC, Inc. will serve as the City's "eye's and ear's" on the project, monitoring construction progress, discussing potential issues with the general contractor, and informing staff of any concerns.

FSC, Inc. will bill on an hourly basis. Their fees are outlined in the attached proposal. At staff's request, FSC, Inc. did provide an overall estimated cost for Phase I of the development project based on a review of the plans submitted by the developer. This would be \$208,070 for plan review and inspections, and \$54,000 for meetings. These fees will be negotiated as part of the development agreement with the developer.

The estimated totals for FSC, Inc. for the entire project are \$545,075 for plan review and inspection services, and \$186,800 to attend various meetings (project manager's role).

In addition to FSC, Inc., the City anticipates using GBA to review and inspect public improvements associated with the project. Discussions with GBA about scope of work and costs will start in the near future.

In 2013, the project anticipated the following in third party review, inspection and project management contracts:

Konrath	\$ 736,903
GBA	\$ 249,900
Jo County	\$ <u>339,348</u>
<b>Total</b>	<b>\$1,326,241</b>

Comparatively the 2017 project anticipates:

FS&C	\$ 731,875
GBA	\$ <u>249,900</u> (2013 cost)
<b>Total</b>	<b>\$ 981,775</b>

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

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	August 4, 2017
<b>Administration</b>	From:	Brian Scott

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

An agreement is currently being developed and will be included in the City Council packet this Friday.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

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





**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL BUILDING PLAN REVIEW AND INSPECTIONS SERVICES  
FOR THE GATEWAY DEVELOPMENT PROJECT**

**ISSUED: JUNE 23, 2017**

**RESPONSES DUE BY: 4:00 P.M. (CST), FRIDAY JULY 14, 2017**

**TO: City Clerk  
City of Mission  
6090 Woodson St.  
Mission, KS 66202**

## 1. INTRODUCTION

The City of Mission, Kansas is requesting proposals from qualified firms to provide professional building plan review and inspection services for the Gateway development project. The primary purpose of these services will be to insure compliance with all City building codes and applicable state regulations. The selected firm will also serve as the City's representative in ensuring that the Gateway development project is built in accordance with approved plans and development agreements.

A full Request for Proposals for Professional Building Plan Review and Inspections Services for the Gateway Development Project can be obtained from the City's website – [www.mission.org](http://www.mission.org)

**To be considered, four (4) copies of a response to this request must be received by the City Clerk at Mission City Hall, 6090 Woodson St., Mission, KS 66202 no later than 4:00 p.m. CST on Friday, July 14, 2017.**

## 2. BACKGROUND

### 2.1. The City of Mission

The city of Mission is a suburban community within the Kansas City metropolitan area. More specifically, it is located in Northeast Johnson County, Kansas, approximately two miles west of the Missouri/Kansas state line and the city of Kansas City, Missouri.

Incorporated in 1951, Mission experienced much of its development and growth in the years immediately following the Second World War. Considered today to be a first-tier suburb of Kansas City, the city of Mission is completely land-locked by neighboring communities and nearly fully developed. The city is 2.87 square miles in size and has a population of 9,323 residents.

### 2.2. Gateway Development Project

Sitting at the city's eastern gateway is an approximately 17 acre parcel of property that is currently vacant. The property, bounded by Roe Boulevard, Johnson Drive, Shawnee Mission Parkway, and Roeland Drive was the site of the former Mission Mall, built in the late 1980's.

The mall was purchased in 2005 and demolished in 2006 to clear the site and prepare for the construction of a new mixed-use development to be known as Gateway. Initial site work included the realignment and enclosure of the Rock Creek channel to remove the site from an existing floodplain.

The project has not been constructed due to a number of factors including the economic downturn that occurred shortly after the initial site work was completed. The developer of Gateway, has been working with the City for the past few years on a new vision and design for

the project. The final development plan for the new Gateway was approved by the City's Planning Commission this past winter.

Please refer to the site plan and drawings included as Exhibit A. The development plan identifies six buildings around the perimeter of the site surrounding a partially free-standing three level parking garage. Building "B" on the southwest corner of the site is a 200 room, 7-story hotel (140,904 square feet). To the north, buildings "C", "D" and "E" along Roeland Drive and Johnson Drive will contain 168 apartment units (177,812 square feet) over ground floor retail in 4-story buildings. Building "A" is a single-story building with three retail tenant spaces defined (166,991 square feet). Building "F" is a 3-story office building (58,516 square feet). A boardwalk system is proposed to connect a surface parking lot on Roeland Drive to a green space adjacent to Buildings "C", "D" and "E". This green space, or "courtyard," is proposed for the benefit of residents and for use by the public. It includes seating and a small performance area.

A modern architectural theme is proposed. According to the project architect, this style views the structures as larger singular elements whose mass is pushed close to the street and articulated in facade material, color variation, balcony insets, and interesting window placement that responds to the particular use housed in the structure. The ground floor of the buildings fold back at the street level forming a protected pedestrian experience.

The predominant materials on building "A" are painted pre-cast concrete with thin brick and thin block at their base. The north elevation of this building contains 75% glazing at ground level in the form of storefront display boxes. The predominant materials of Buildings "B-F" are various metal panels, glass, board formed concrete, stained woods, and stucco.

The development plan provides 1,528 parking spaces for the mix of retail, residential, office and hotel uses. This includes angled parking spaces along Johnson Drive adjacent to street-level retail in Building "E", a surface parking lot adjacent to Roeland Drive for Buildings "C" and "D", and a multi-level parking structure located in the center of the development.

The parking structure is L-shaped with two floors of parking above one slightly larger level of surface parking. A single circulator to the upper floors is located on the south end of the structure. The lowest level is at grade and is intended for retail visitors. The upper levels will be for hotel guests and the residential units. The exterior of the garage will be wrapped in an articulated perforated aluminum panel system that allows for ventilation of an open air garage and screens parked vehicles from view.

The current plan is to construct the project in phases. Phase I would consist of the apartment buildings (Buildings "C", "D", and "E") with the ground floor retail, and appropriate parking. Initial site work for Phase I is expected to begin in early fall of 2017. Phase II would consist of the hotel (Building "B") and the parking structure. Phase II is expected to be completed by spring 2019. Phase III would consist of the office building and retail components of the project

(Buildings “A” and “F”). Phase III is expected to be completed by spring/summer 2020. The timeline for construction will be somewhat dependent on tenant leasing.

Cameron Group is the developer of the proposed development project. Eldorado is the architect of record for the proposed development project. HarenLaghlin will be the general contractor for Phase I. A general contractor has not been identified for the other phases.

The developer has requested economic development incentives to assist in financing the proposed development project.

### 2.3. City Contact Person

The firm’s principal contact with the City will be Danielle Sitzman, Planner, (913) 676-8363, [dsitzman@missionks.org](mailto:dsitzman@missionks.org), who will coordinate the work of the selected firms.

Questions concerning this RFP can be addressed to Ms. Sitzman.

## 3. SCOPE OF SERVICES

### 3.1. General

The general scope of services is two-fold. First, the selected firm shall provide all plan review and building inspections services associated with the Gateway development project, and in accordance with the specifications outlined in this RFP and corresponding agreement. The purpose of these services is to insure compliance with all City building codes and applicable state regulations. Secondly, the selected firm shall serve as the City’s representative in ensuring that the Gateway development project is built in accordance with approved plans and development agreements. In particular, it is envisioned that in reviewing plans and conducting inspections, the selected firm will ensure that materials specified are actually used and that construction techniques called for are actually deployed.

In performing these services, it is expected that the selected firm will interface with the developer, and developer’s representatives, architect and other design professionals (working for either the developer or the City), other agencies, and the City’s Community Development staff as necessary in order to fulfill this purpose.

The firm shall provide sufficient, qualified, and experienced personnel to perform the services identified in this RFP. The City may, however, elect to engage multiple firms to perform the services identified in this RFP depending on qualifications and availability.

### 3.2. Plan Review Services

The firm will review any and all plans submitted in connection with the proposed development project for compliance with the provisions of all City building codes and applicable state regulations including, but not limited to those for; fire and life-safety, accessibility, structural, mechanical, plumbing, and electrical.

In reviewing plans, the firm shall prepare plan review letters with comments that are specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. The consulting firm shall also make themselves available in person, by phone, or email to answer questions of design professionals, contractors, and/or the Community Development staff. Copies of such letters and notes of any conversations shall be provided to the City as well as kept on file with the firm in accordance with provision in Section 3.13.

When satisfied that the plans comply with the applicable codes and regulations, the firm shall approve and forward the plans to the City for issuance of a building permit.

Plan review turnaround time (from the date of submittal) shall not exceed twenty-one (21) regular business days for the first submittal, and ten (10) regular business days for the second and subsequent submittals.

### 3.3. Inspection Services

The firm will provide inspection services during the course of construction to ensure that such construction is being performed in compliance with the permit that has been issued as well as City building codes and applicable state regulations. Inspections will include structural, building, mechanical, electrical, and plumbing, and fire-life safety.

Inspections and re-inspections will be performed within 24 hours (excluding weekends and holidays) from the time an inspection is requested and scheduled by the Community Development staff. All inspection requests and the inspector's field copy of the file will be prepared for the firm daily by the City's Community Development staff.

Inspections will be scheduled, generally, during normal business hours, 8 a.m. to 4 p.m. Monday through Friday, and in accordance with the City's holiday schedule: closed New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the Day after Thanksgiving, and Christmas Eve and Christmas Day.

Circumstances may require that inspection services be scheduled before or after normal business hours, or on weekends, or holidays as needed. Such inspections will be scheduled in advance as much as possible.

On occasion, an emergency may occur necessitating the need for inspection services as soon as possible. When the City requests an inspection for an emergency situation, the firm shall provide a qualified inspector within two hours of the request. Furthermore, the firm shall be required to provide emergency contact information for such situations, and to keep this information up-to-date through the term of the agreement.

The consulting firm will be responsible for taking detailed notes of any inspections; assuring that all code discrepancies are appropriately reported, tracked and resolved; issuing pass/fail notices; and reporting such to the City upon completion of the inspection. Notes shall be kept on file with the consulting firm in accordance with Section 3.13.

#### 3.4. Specialized Inspections and Testing

Construction of the proposed development project may necessitate specialized plan review, inspections, and/or materials testing. If the firm is unable to perform these services, then it should be prepared to make a recommendation for a firm that can, and assist in coordinating such services on behalf of the City.

#### 3.5. City's Representative

It is expected that the firm will serve as the City representative to ensure that the project is built in accordance with approved plans and development agreements. In particular, it is envisioned that in reviewing plans and conducting inspections, the firm will ensure that materials specified are actually used and that construction techniques called for are actually deployed. This may entail occasional on-site construction observation to the extent necessary to ensure the appropriate means and methods of construction are applied and plans/specifications are followed.

The firm may be asked to review and evaluate issues arising in the field with design professionals and contractors and advise the City of recommended resolutions. This will include, in particular, initial review of change orders as they may relate to approved plans with the City and making recommendations for approval or denial of such.

The firm may be asked to review the developer's request for reimbursements under the development agreement to ensure accuracy and compliance with plans and specifications. Any inaccuracies will be brought to the attention of the developer and the City to be rectified. Once approved, the firm will certify the requests for payment by the City or from escrowed funds in accordance with the development agreement.

### 3.6. Attendance at Design and Project Meetings

The firm will be expected, when asked, to attend design review meetings with the architect(s) of record and/or the engineer(s) of record for the purpose of addressing questions before design work begins and/or to engage in finding solutions to pending issues.

Likewise, the firm may be asked to attend project meetings to coordinate plan review and inspections services, address questions and concerns, and monitor the general progress of the development project.

The firm will be expected to keep and retain notes of these meetings, and to report back to the City's Community Development staff any pertinent outcomes of such meetings.

### 3.7. Qualifications

#### 3.7.1. Minimum Consulting Firm Qualification

The firm shall have a minimum of five (5) years in business providing plan review services, building inspection services, and/or building construction consulting services for other governmental agencies and/or private sector entities.

Furthermore, the consulting firm shall be able to demonstrate:

- That it has the experience in providing a similar level of service for similar projects to what is being sought in this RFP;
- That it has the ability to provide the services sought in this RFP, and
- That it has the personnel capable and qualified to provide the services sought in this RFP.

#### 3.7.2. Minimum Plan Reviewer Qualifications

Personnel of the firm that are conducting plan review services shall have the following minimum qualifications:

- ICC Certified Commercial Plans Examiner
- 10 years of design experience

#### 3.7.3. Minimum Building Inspector Qualifications

Personnel of the firm that are conducting building inspection services shall have the following minimum qualifications:

- ICC Certified Combination Commercial Inspector
- 5 years of construction trade experience

#### 3.7.4. Licenses

The personnel of the firm shall have all necessary federal, state, and local licenses as required by law and shall, upon request furnish satisfactory evidence to the City that such licenses are in effect during the entire period of the agreement for each person assigned to work under this agreement.

#### 3.8. Work Performance

All services provided are to be performed under the supervision of the City's Planner and in compliance with the City's policies, codes, and interpretations. All plan reviews and inspections shall be performed in a professional, ethical, and non-adversarial manner.

The consulting firm shall be expected to provide a consistent/stable roster of professionals to provide the services requested in this RFP.

Inspectors will be required to carry identification clearly showing they are authorized inspectors of the City of Mission.

#### 3.9. Personnel Assignment

The City reserves the right to request that the firm provide alternative personnel when the City is dissatisfied, for whatever reason, with the performance of assigned personnel after the agreement commences.

#### 3.10. Equipment

The consultant firm shall provide all vehicles, clothing, equipment, cell phones, computers, safety equipment and other related materials necessary to perform the services. The cost to provide these materials will be incorporated into the proposal costs of the selected consulting firm.

#### 3.11. Term of Services

The services to be performed is for the construction of the Gateway development project only, and as such the term for the agreement with the firm will run until the completion of the project. The City may consider engaging the firm for a period of time beyond the completion of the project in order to address any ongoing issues.



3.12. Indemnity and Required Insurance

The selected consulting firm shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker’s compensation claims, in any way resulting from or arising out of the operations of the firm under this contract; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the consultant shall, at his own expense, satisfy and discharge same.

Furthermore, the firm shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
<b>General Liability</b>		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$3,000,000	\$3,000,000
<b>Automobile Liability</b>		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
<b>Worker’s Compensation</b>		
• Employee Claims	Statutory for Kansas	
• Employer’s Liability	\$1,000,000 per accident	
	\$1,000,000 disease – policy limit	
	\$1,000,000 disease – each employee	

Workers’ Compensation policies should include a “Waiver of Subrogation” in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the firm shall be the property of the firm and insured as such. The City of Mission will not be responsible for any damage that may occur to such items.

3.13. Work Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the firm’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention

period. The consulting firm will be required to make working papers available, upon request, to representatives of the City.

#### 4. SUBMITTAL REQUIREMENTS AND TIMELINE

##### 4.1. Submission of Response

Firms desiring to submit a response to this RFP shall **submit four (4) copies of their proposal to the City Clerk's Office by no later than 4:00 p.m.(CST), Friday, July 14, 2017.** Submission should be clearly marked "Gateway Plan Review and Building Inspection Services" and addressed to:

City Clerk  
City of Mission  
6090 Woodson St.  
Mission, KS 66202

Submissions received after the date and time stated in this RFP shall not be considered. Any submissions received after the deadline shall be returned unopened providing the entity submitting the response is identified on the response envelope.

##### 4.2. Contents of Submittals

To be considered for selection, the proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report with the following subheadings clearly marked:

- A. Cover Letter
- B. Key/Lead Personnel Qualifications
- C. Project Team Organization
- D. References
- E. Rates

##### 4.2.1. Cover Letter (Limit One (1) Page)

Submit a cover letter signed by an individual authorized to obligate the respondent to fulfill the commitments contained in the proposal. The letter must include the following: (1) a contact for all communication pertaining to the proposal (including firm's name, address, name of contact person, contact's direct phone number, and contact's email); (2) a statement of the respondent's understanding of the scope of services to be provided and overall ability and qualifications to conduct the services and proposed approach and

schedule for providing services, as it relates to key points of the RFP response; (3) acknowledgment by respondent that it meets all requirements for award of Agreement.

#### 4.2.2.Key/Lead Personnel Qualifications (Limit Three (3) Pages Per Person)

- i. Provide a narrative briefly describing the role, responsibilities, qualifications, certifications, and affiliation with the respondent for each key/lead team member proposed by the firm to perform the scope of services outlined in the RFP. Provide sufficient information in the proposal for the selection committee to evaluate the ability and experience of each key/lead team members to successfully fulfill their roles, and complete the scope of services.
- ii. Describe relevant experiences and qualifications of key individuals that may be involved in providing the requested services. Provide resume for all principals and key individuals.
- iii. Describe the ability to perform the Scope of Services in accordance with state and local regulations.
- iv. Describe a portfolio of past performance in completing projects of a similar type, scope and complexity of providing plan review for governmental jurisdictions.

#### 4.2.3.Project Team Organization (Limit Three (3) Pages)

This section shall describe the respondent’s team organization that it proposes to provide to the project. In particular, describe how the proposed team will be organized to provide plan review and building inspection services for the project. Indicate if this or portions of the team have worked together with the past five years, or if any sub-consultants have track record of successful projects with the primary proposer.

#### 4.2.4.References

List the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this RFP.

Indicate the scope of services, date, and the name and telephone number of the principal client contact. The City reserves the right to contact the clients listed to perform reference checks.

#### 4.2.5.Rate and Service Structure

Indicate the hourly rate structure for services to be provided.

### 4.3. Submission Timeline

The following is a list of key dates for consideration of proposals:

- Request for Qualifications Issued June 23, 2017

- Due date for submissions (4 p.m.) July 14, 2017
- Interviews July 17, 2017 (week of)
- Negotiation of Fees July 24, 2017 (week of)
- Notice to Proceed August 18, 2017

#### 4.4. General Requirements With Submission

The City reserves the right to reject any or all submissions and to waive any minor informality, technicality or irregularity in any submission.

All responses, and related reference information, submitted in response to this RFP will become the property of the City and will not be returned. Each firm submitting a response waives any right of confidentiality as to the response documents. If an entity submitting a response considers certain material in the response proprietary information, it shall clearly designate those portions of the response it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain confidentiality of material marked proprietary; however it cannot guarantee that information will not be made public.

The City reserves the right to (1) accept or reject any and all submissions and to waive any technicalities or irregularities involving any submission and to cancel the RFP process at any time prior to entering into an agreement, (2) not award an agreement for any or all of the services that are the subject of this RFP process, (3) negotiate agreement terms acceptable to the City with the firm and (4) disregard all nonconforming, non-responsive or conditional submissions.

During the evaluation process, the City reserves the right to request additional information or clarifications from those firms submitting responses and to allow corrections of errors and/or omissions.

Submission of a response indicates acceptance by the firm submitting the response of the terms, conditions and specifications contained in this RFP to include the contract requirements set forth herein.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those firms submitting responses. The City reserves the right to select the submission that will best meet the needs of the City. Submissions that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

No submission may be withdrawn for a period of sixty (60) days from the date set for the opening thereof.

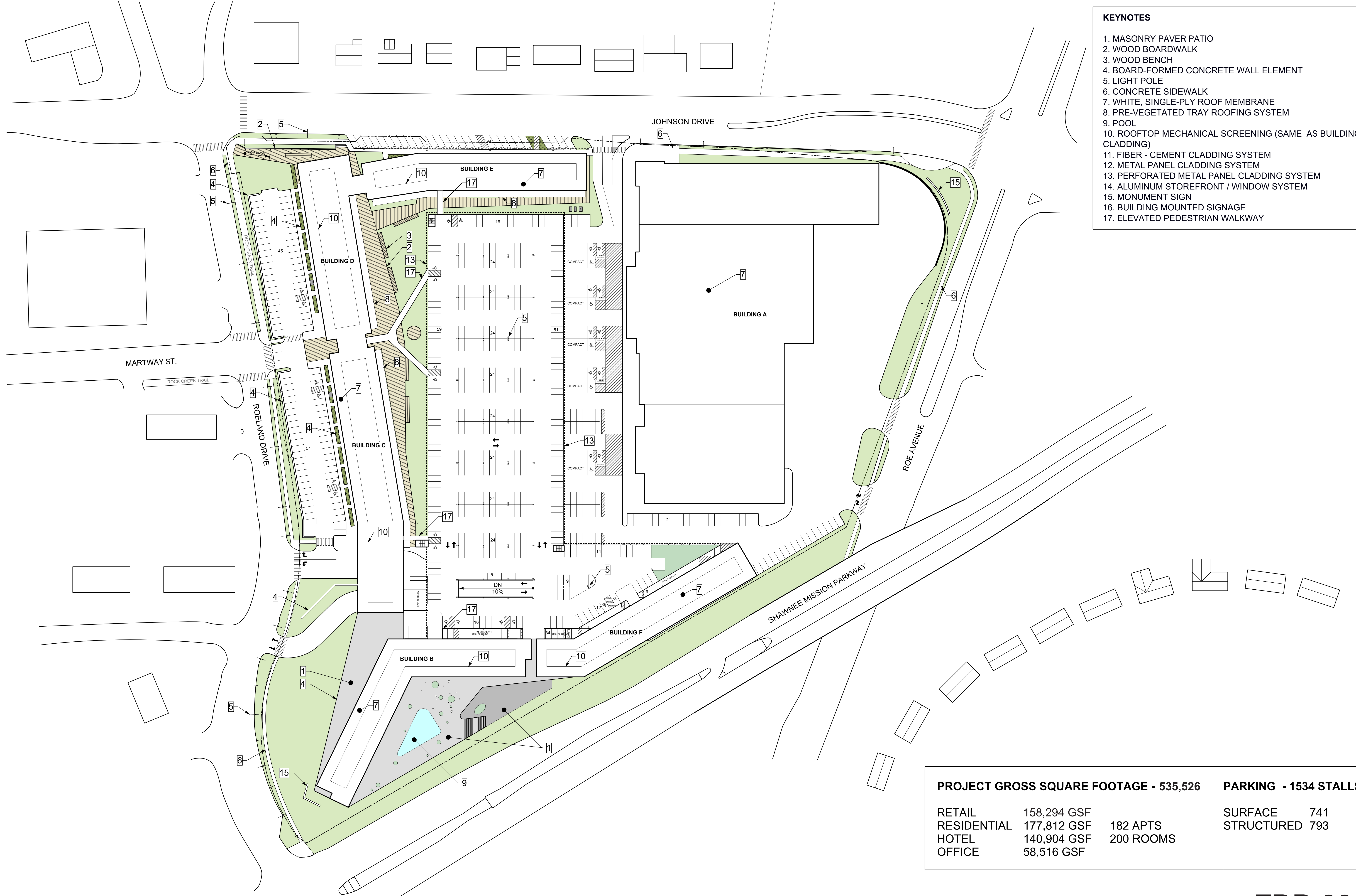
By submission of a response, each firm submitting a response certifies and acknowledges that:

- a. It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage fee resulting from the award of the RFP.

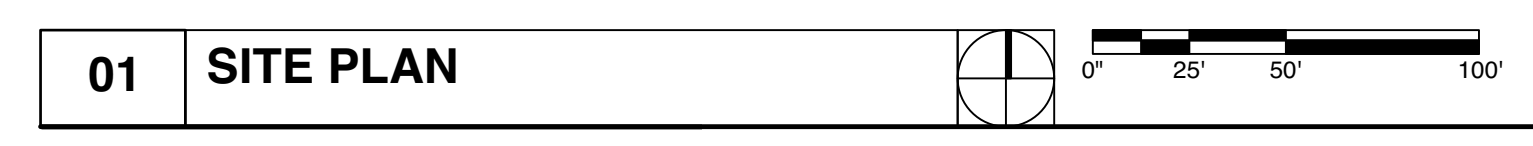
- b. The City may, by written notice to the firm submitting the response, reject the RFP or cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an agreement or other favorable treatment with respect to this RFP or the entity submitting the response participated on collusion with another entity to restrain or eliminate competition.
- c. The contents of this RFP and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the City deems appropriate.



- KEYNOTES**
1. MASONRY PAVER PATIO
  2. WOOD BOARDWALK
  3. WOOD BENCH
  4. BOARD-FORMED CONCRETE WALL ELEMENT
  5. LIGHT POLE
  6. CONCRETE SIDEWALK
  7. WHITE, SINGLE-PLY ROOF MEMBRANE
  8. PRE-VEGETATED TRAY ROOFING SYSTEM
  9. POOL
  10. ROOFTOP MECHANICAL SCREENING (SAME AS BUILDING CLADDING)
  11. FIBER - CEMENT CLADDING SYSTEM
  12. METAL PANEL CLADDING SYSTEM
  13. PERFORATED METAL PANEL CLADDING SYSTEM
  14. ALUMINUM STOREFRONT / WINDOW SYSTEM
  15. MONUMENT SIGN
  16. BUILDING MOUNTED SIGNAGE
  17. ELEVATED PEDESTRIAN WALKWAY



<b>PROJECT GROSS SQUARE FOOTAGE - 535,526</b>		<b>PARKING - 1534 STALLS</b>	
RETAIL	158,294 GSF		
RESIDENTIAL	177,812 GSF	182 APTS	SURFACE 741
HOTEL	140,904 GSF	200 ROOMS	STRUCTURED 793
OFFICE	58,516 GSF		



FINAL DEVELOPMENT PLAN  
FEBRUARY 01, 2017

CONSULTANTS:

CIVIL / LANDSCAPE: OLSSON ASSOCIATES 7301 WEST 153RD ST. SUITE 200 OVERLAND PARK, KANSAS 66213 TEL: 913-381-1170 FAX: 913-381-1174	ME/P ENGINEERS: PKMR ENGINEERS 13300 W. 98TH ST. LENEXA, KANSAS 66215 TEL: 913-492-2400 FAX: 913-492-2437	STRUCTURAL: BOB D. CAMPBELL & CO., INC. 4338 BELLEVUE AVE. KANSAS CITY, MISSOURI 64111 TEL: 816-531-4144 FAX: 816-531-8572
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MISSION GATEWAY

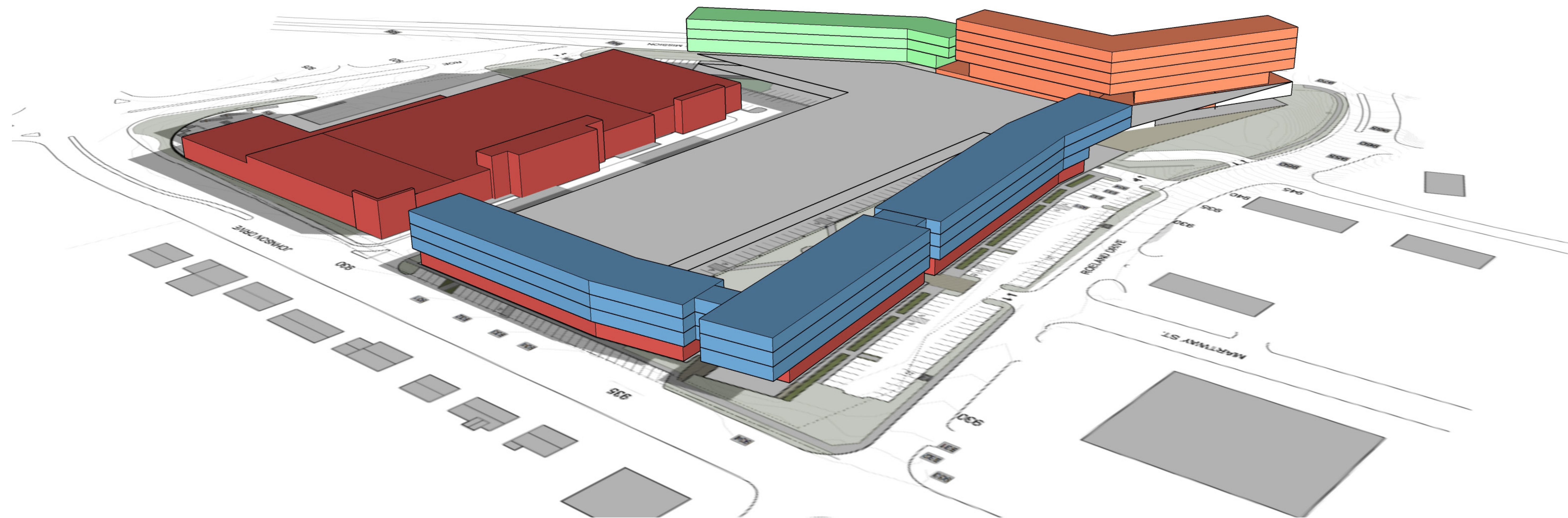
**el dorado** **OLSSON ASSOCIATES** **pkmr** **B D C**

510 avenida cesar e chavez. kansas city, missouri 64108 p 816 474 3838 f 816 474 0836 www.eldoradoarchitects.com

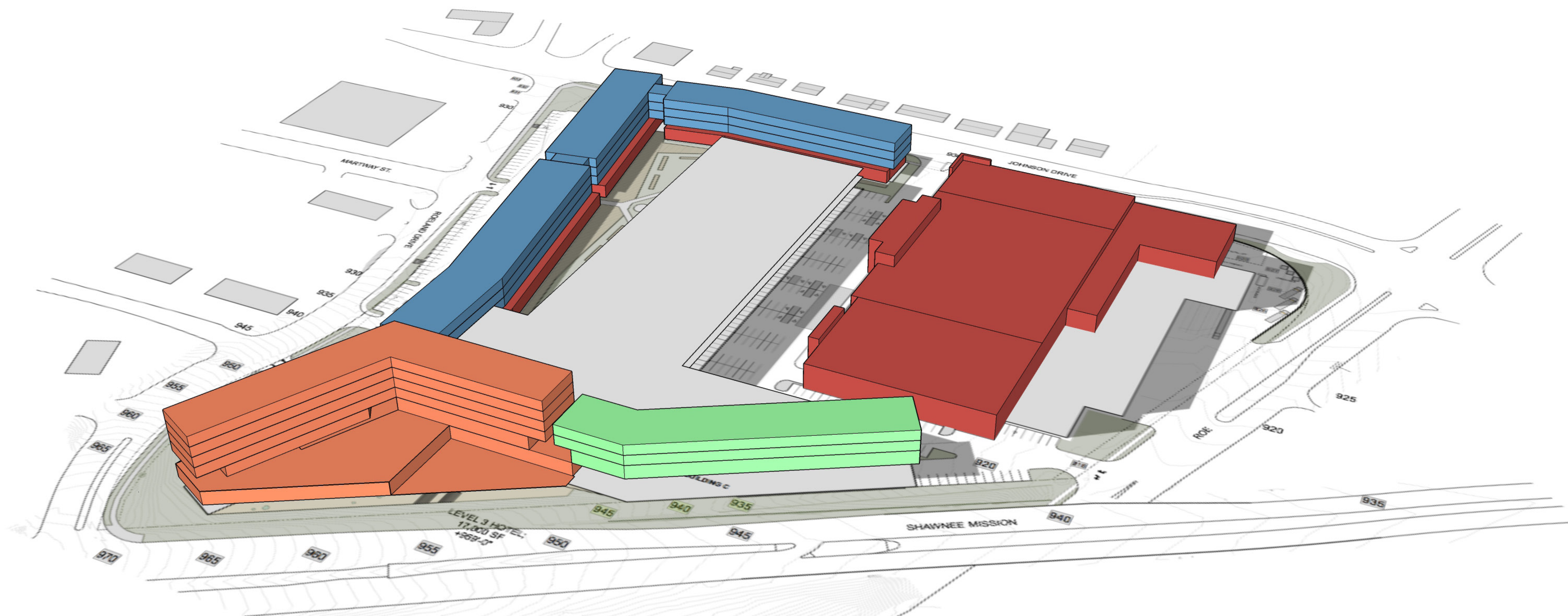
BOB D. CAMPBELL AND COMPANY  
Structural Engineers - Since 1957

**FDP-001**  
**SITE PLAN**





STACKING DIAGRAM



STACKING DIAGRAM

- RETAIL
- RESIDENTIAL
- HOTEL
- OFFICE

# FDP-002

## STACKING DIAGRAMS

CONSULTANTS:

CIVIL / LANDSCAPE:  
OLSSON ASSOCIATES  
7301 WEST 153RD ST, SUITE 200  
OVERLAND PARK, KANSAS 66213  
TEL: 913-381-1170  
FAX: 913-381-1174

MEP:  
PKMR ENGINEERS  
13300 W. 88TH ST  
LENEA, KANSAS 66215  
TEL: 913-492-2400  
FAX: 913-492-2437

STRUCTURAL:  
BOB D. CAMPBELL & CO., INC.  
4338 BELLEVUE AVE.  
KANSAS CITY, MISSOURI 64111  
TEL: 816-531-4144  
FAX: 816-531-8572

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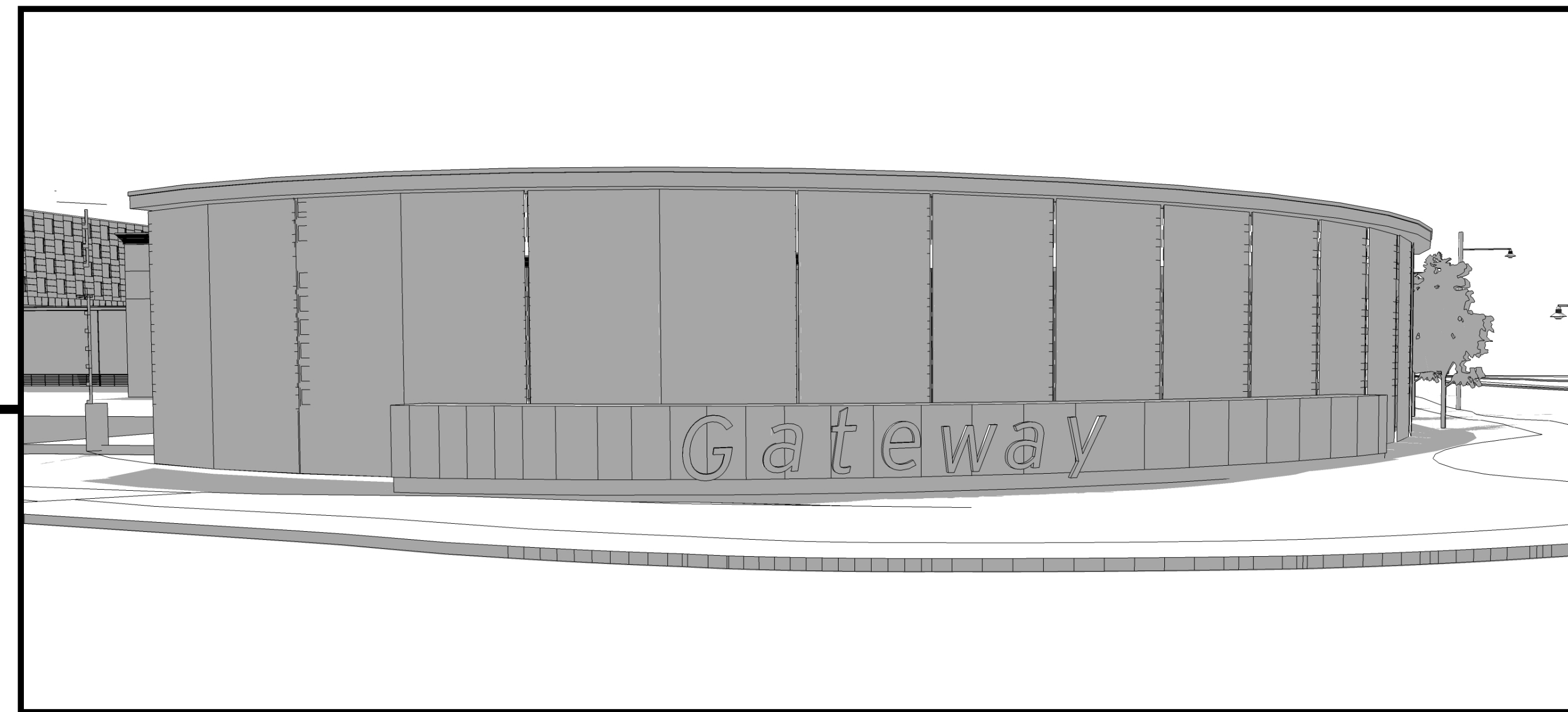
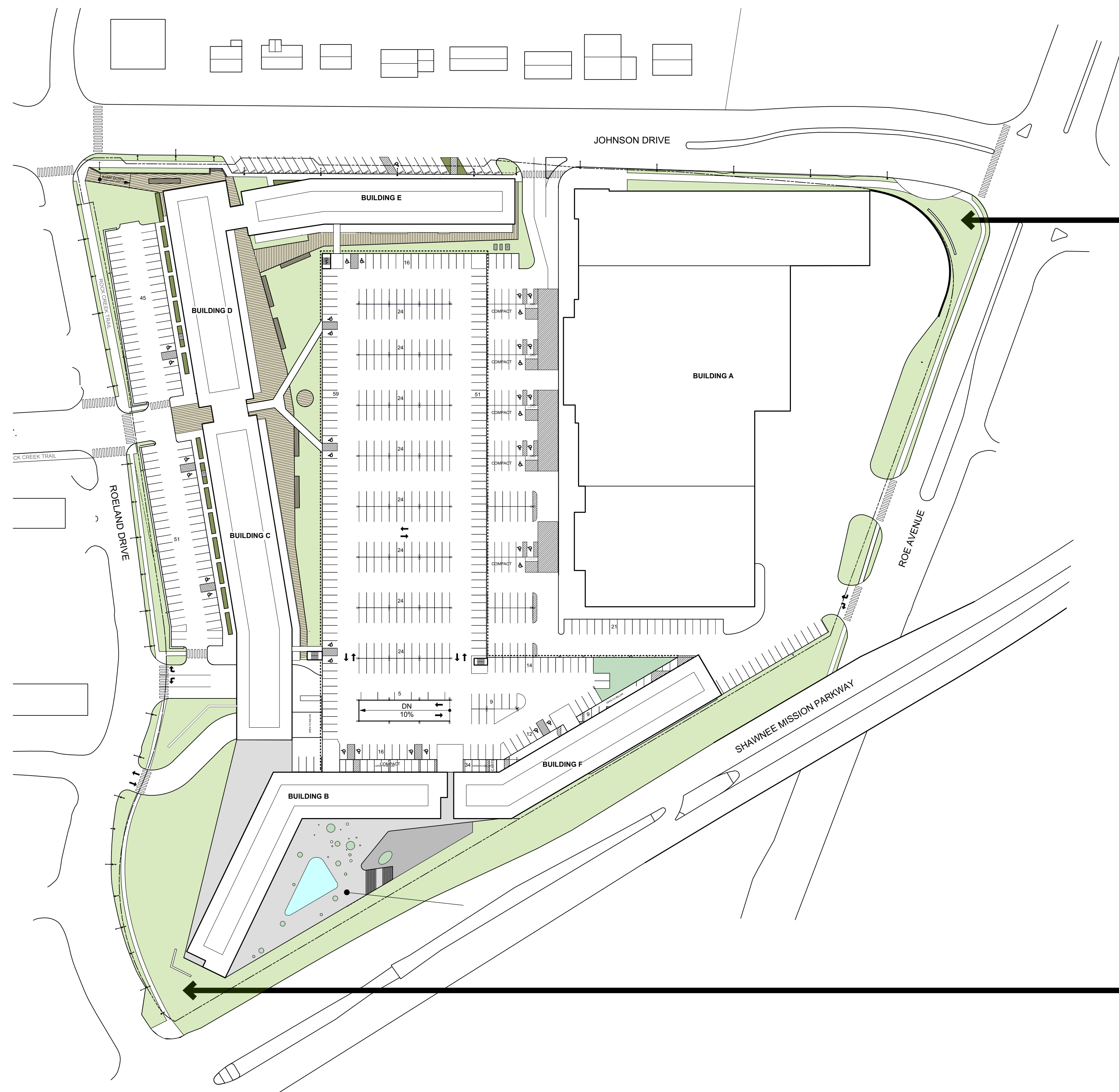
**el dorado**

**OLSSON**  
ASSOCIATES

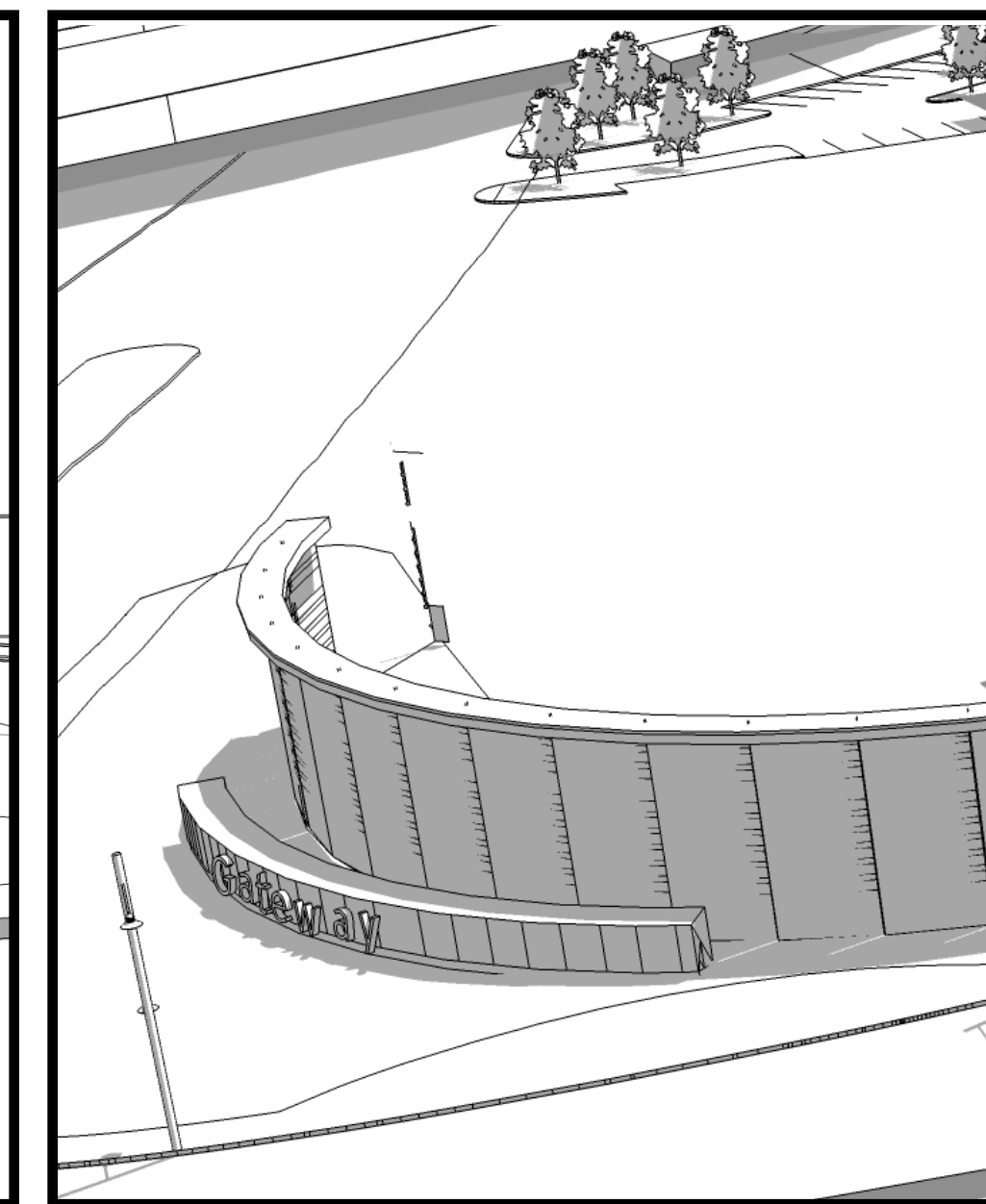
**pkmr**  
ENGINEERS

**B D C**  
BOB D. CAMPBELL AND COMPANY  
Structural Engineers - Since 1957

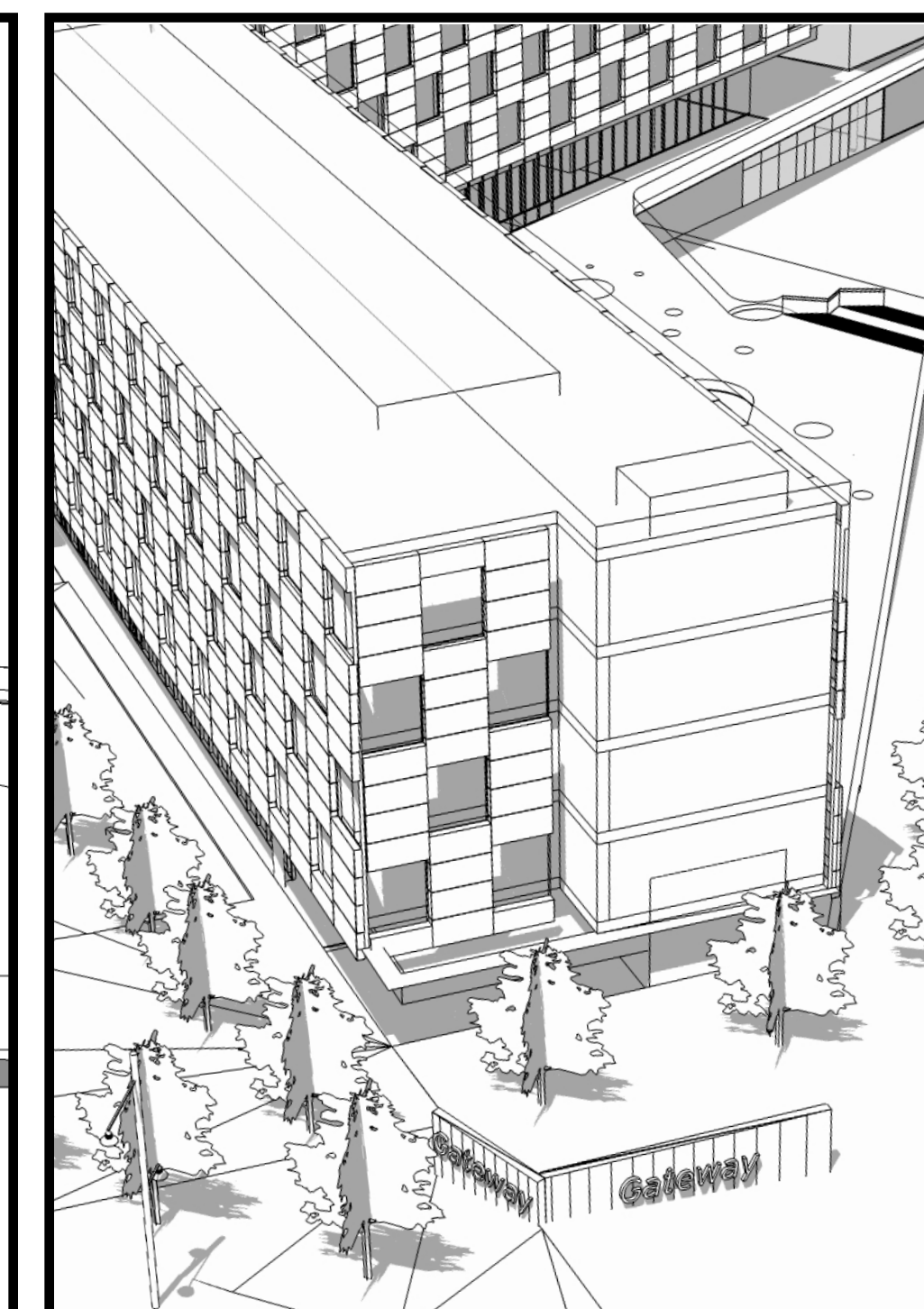




Northeast Monument Sign



Southwest Monument Sign



CONSULTANTS:

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7301 WEST 153RD ST. SUITE 200  
OVERLAND PARK, KANSAS 66213  
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MISSION GATEWAY

el dorado

OLSSON ASSOCIATES

pkmr ENGINEERS

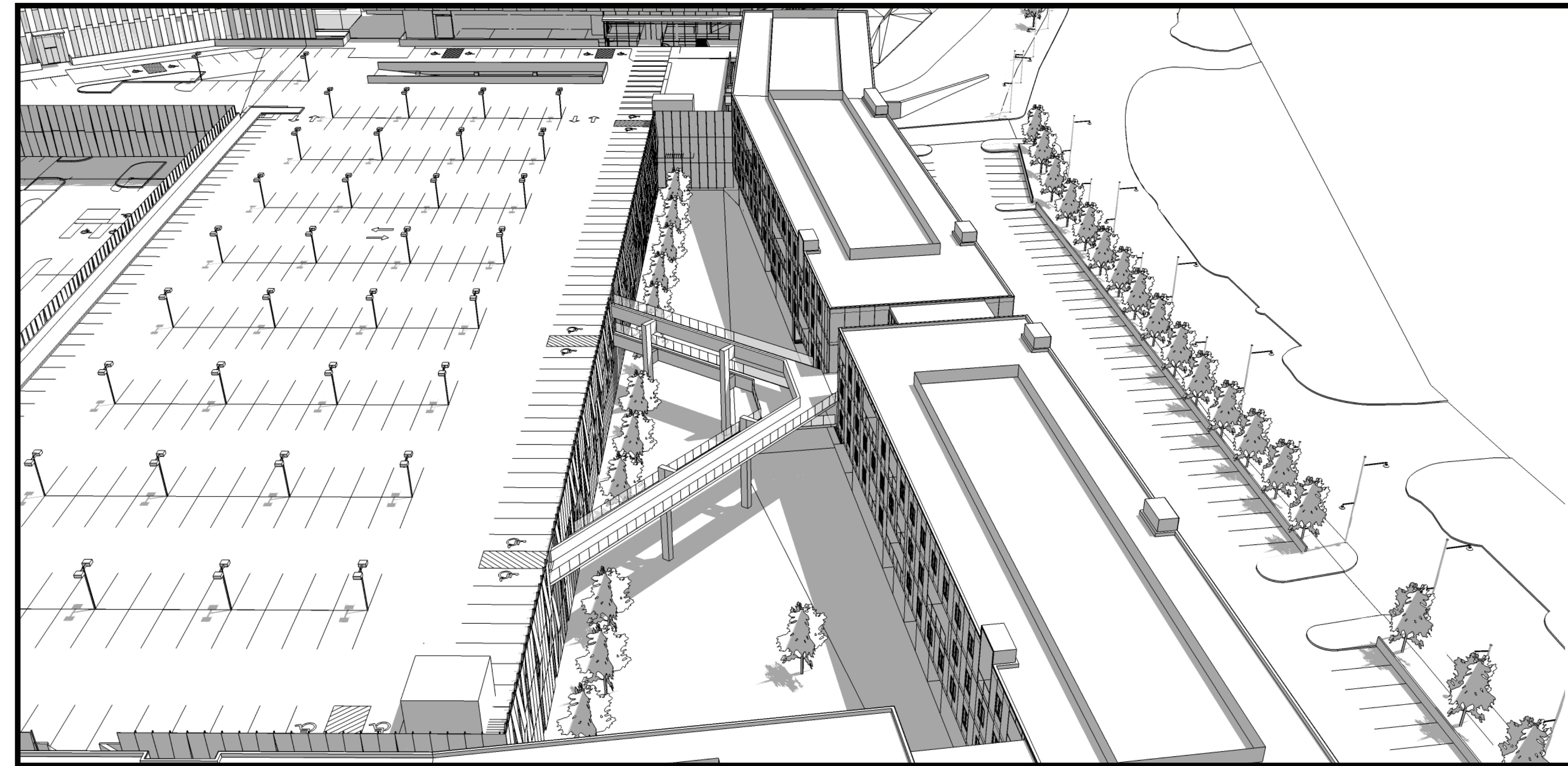
B D C BOB D. CAMPBELL AND COMPANY Structural Engineers - Since 1957

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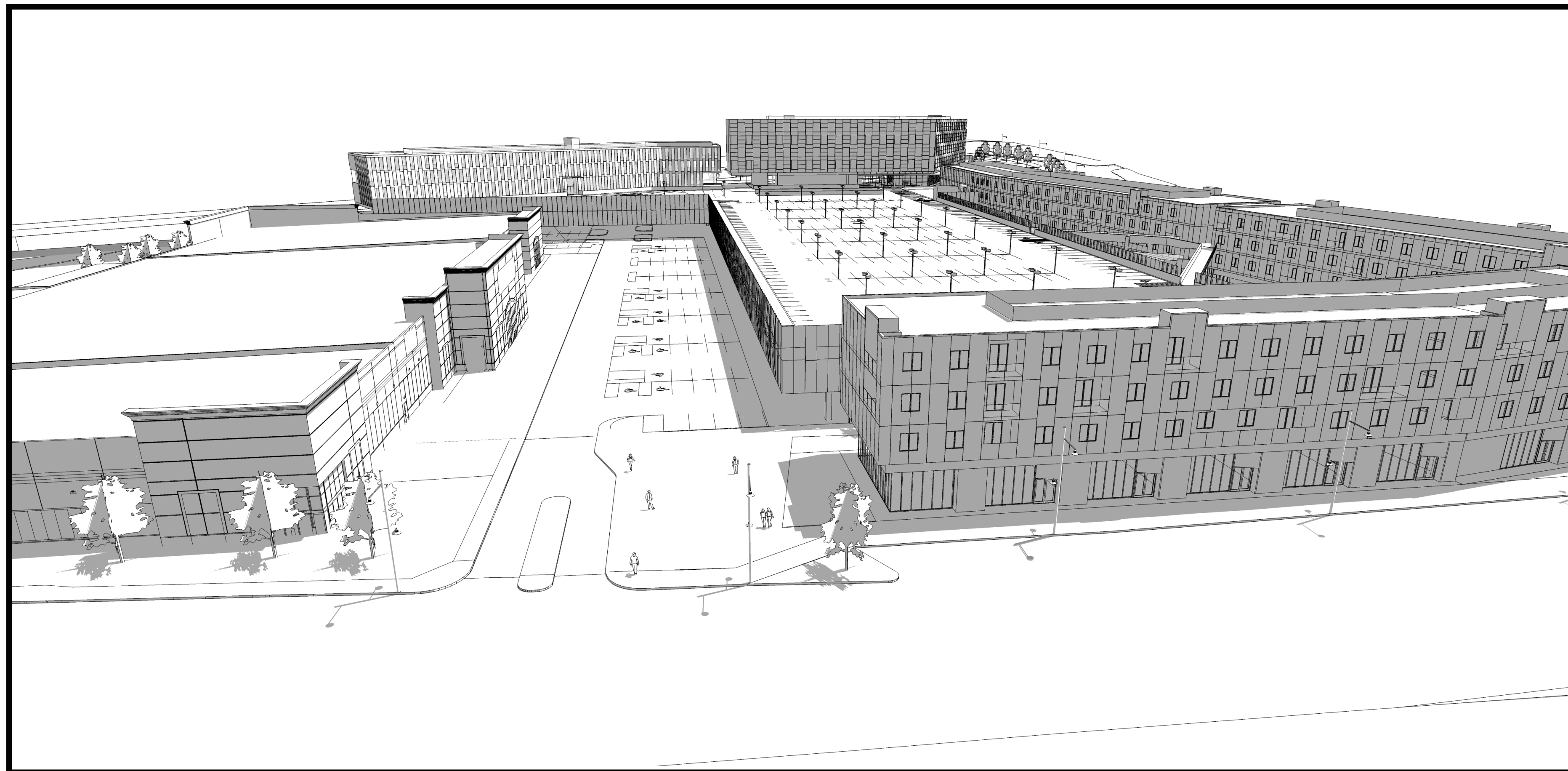




VIEW FROM NORTHWEST OF RETAIL / RESIDENTIAL



VIEW OF RETAIL / RESIDENTIAL COURTYARD



AERIAL FROM JOHNSON DRIVE ENTRY



VIEW OF RETAIL / RESIDENTIAL COURTYARD

CONSULTANTS:

CIVIL / LANDSCAPE:  
OLSSON ASSOCIATES  
7501 WEST 153RD ST. SUITE 200  
OVERLAND PARK, KANSAS 66213  
TEL: 913-381-1170  
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MISSION GATEWAY

**el dorado**

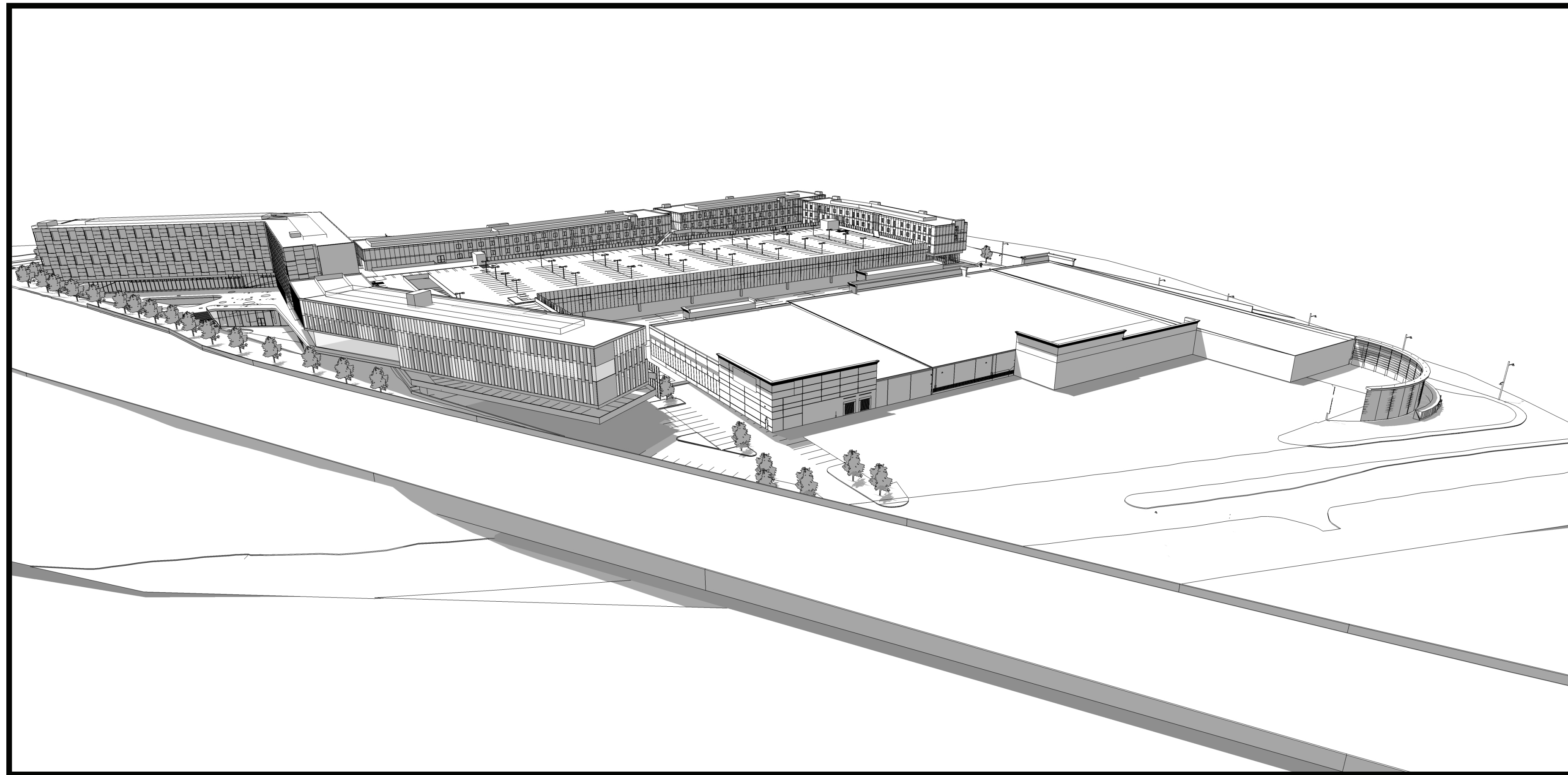
**OLSSON**  
ASSOCIATES

**pkmr**  
ENGINEERS

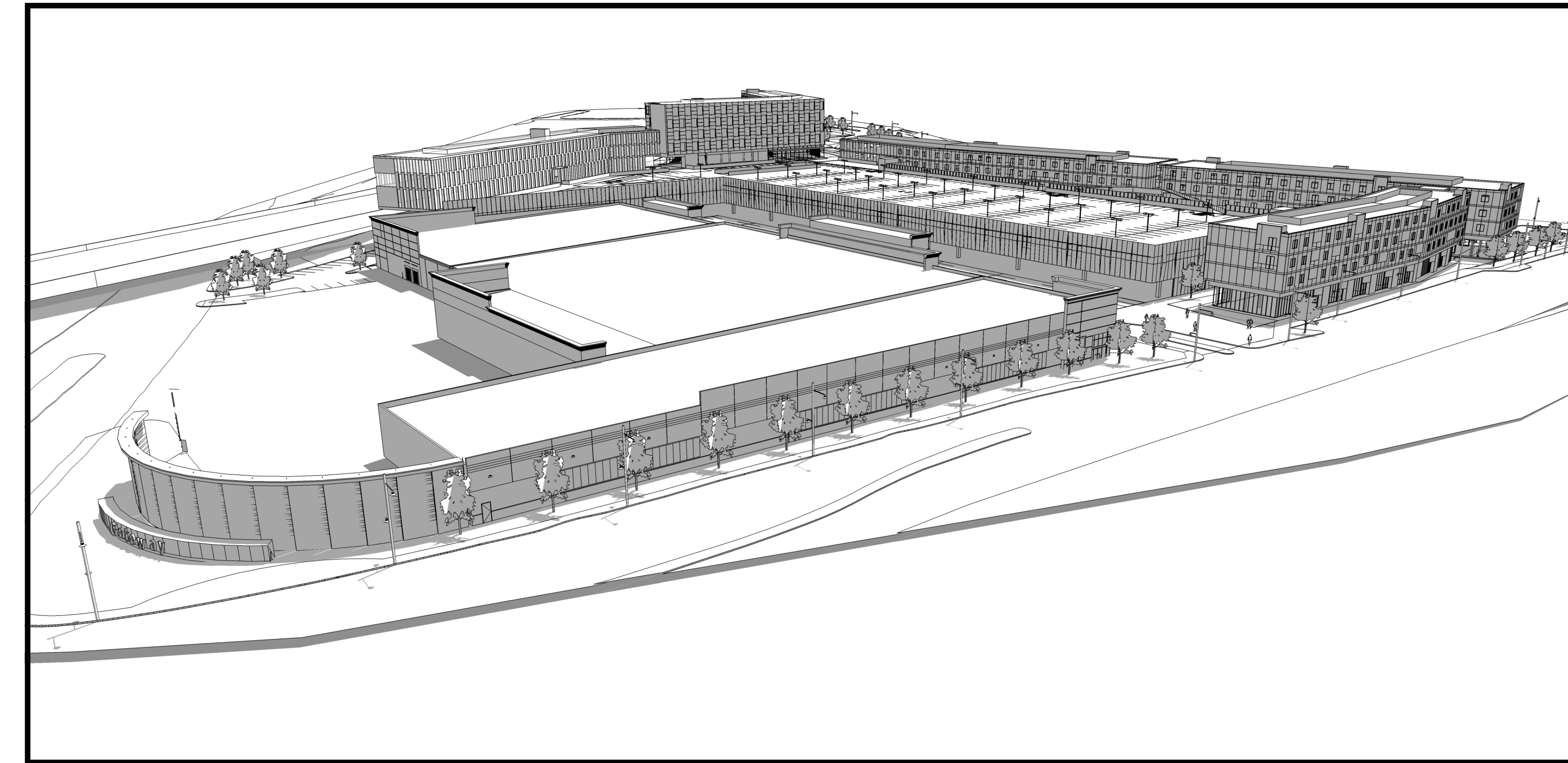
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Structural Engineers - Since 1957

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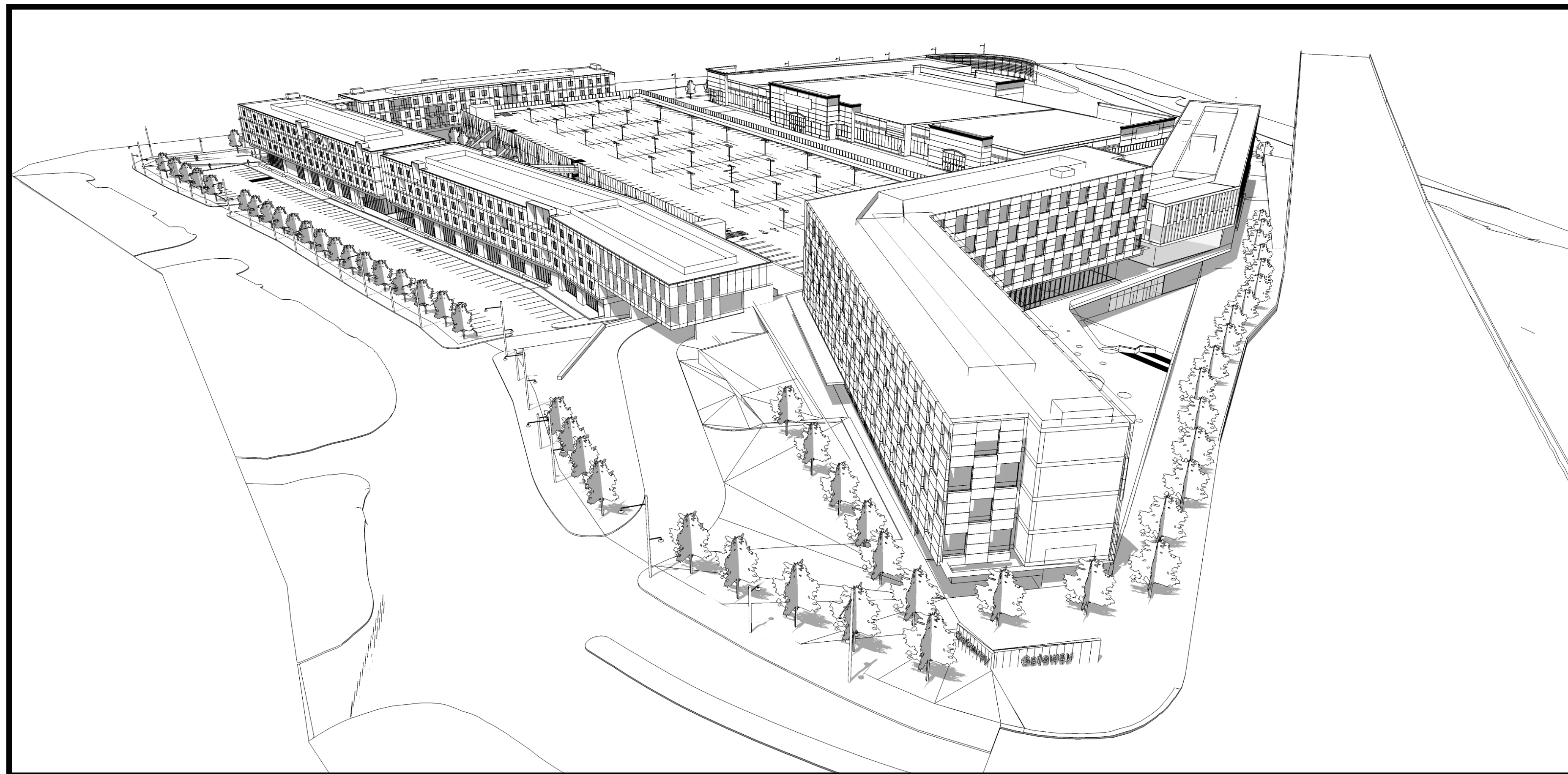




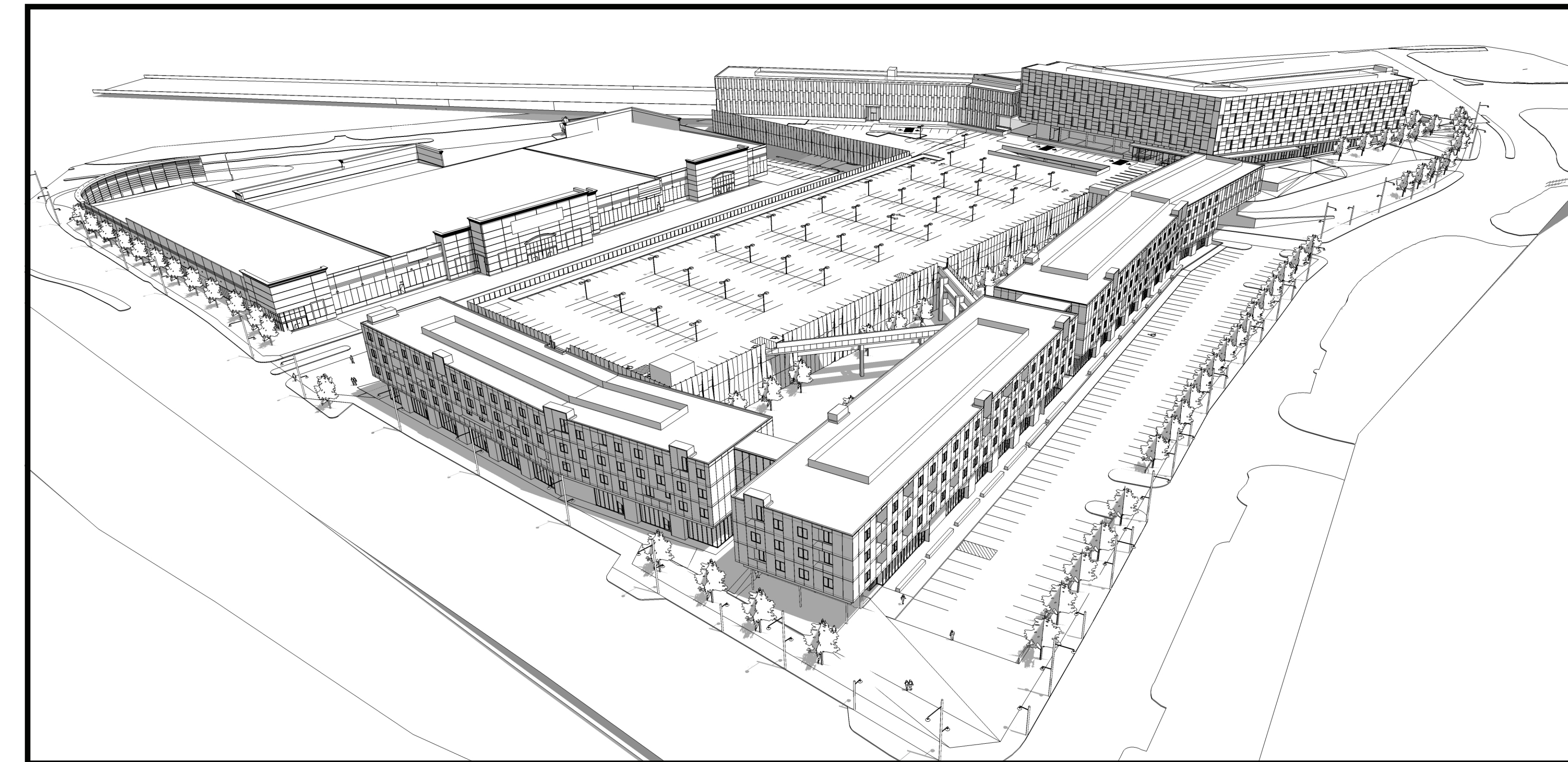
AERIAL FROM SOUTHEAST - SHAWNEE MISSION PARKWAY



AERIAL FROM NORTHEAST - ROE AVE. JOHNSON DRIVE



AERIAL FROM SOUTHWEST - ROELAND DRIVE AND SHAWNEE MISSION PARKWAY



AERIAL FROM NORTH - JOHNSON DRIVE AND ROELAND DRIVE

# FDP-006

FINAL DEVELOPMENT PLAN  
FEBRUARY 01, 2017

CONSULTANTS:

CIVIL / LANDSCAPE:  
OLSSON ASSOCIATES  
7501 WEST 153RD ST. SUITE 200  
OVERLAND PARK, KANSAS 66213  
TEL: 913-381-1170  
FAX: 913-381-1174

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MISSION GATEWAY

**el dorado**

**OLSSON ASSOCIATES**

**pkmr**

**B D C**  
BOB D. CAMPBELL AND COMPANY  
Structural Engineers - Since 1957

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## ARCHITECTURAL VIGNETTES



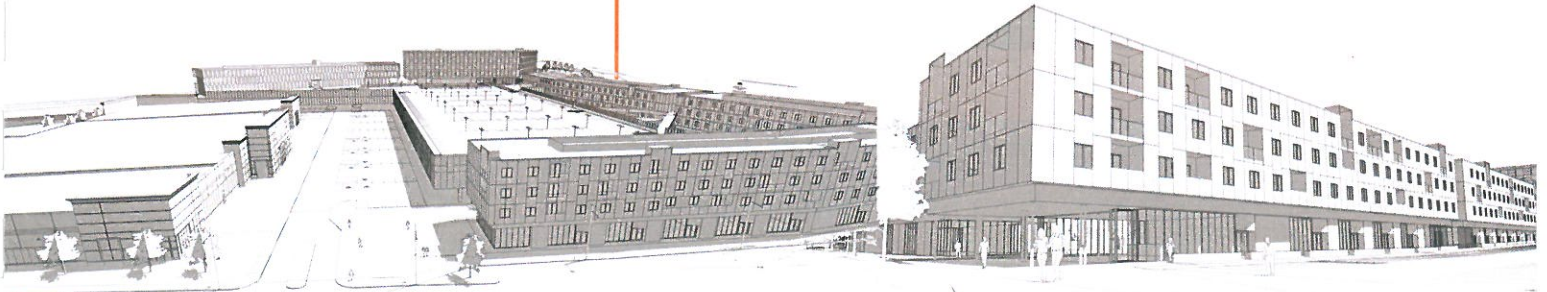


fire protection	mechanical, electrical, plumbing	code and life safety	commissioning	LEED/sustainable design
authority having jurisdiction	3D modeling	iCalc	lighting design	fire & smoke modeling



# PROFESSIONAL BUILDING PLAN REVIEW AND INSPECTION SERVICES FOR THE GATEWAY DEVELOPMENT PROJECT

SUBMITTED: JULY 14, 2017



Corporate Headquarters:  
 9225 Indian Creek Parkway, Suite 300, Overland Park, KS 66210  
 Telephone: (913) 722-3473 / (816) 333-4373 / (913) 722-3484 Fax  
 Other Locations:  
 Kansas City, KS and Bhopal, India

[www.fsc-inc.com](http://www.fsc-inc.com)



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- ✦ Fire Protection Engineering
- ✦ Code / Life Safety Consulting
- ✦ Mechanical / Electrical / Plumbing Engineering
- ✦ Commissioning

## Cover Letter

July 14, 2017

City Clerk  
City of Mission  
6090 Woodson Street  
Mission, Kansas 66202

**Re: Professional Building Plan Review and Inspection Services  
Gateway Development Project**

On behalf of FSC, Inc. please find our proposal response for the above-mentioned project. As you review our response, you will see that over the past 35 years, FSC has successfully completed many relevant projects in the KC metro area and in the process has developed many long-lasting relationships with the metro Codes Departments. Our team is eager to serve with the City of Mission to ensure public safety. We are only minutes away in south Overland Park, Kansas.

**Staff Experience:**

**Ali Alaman, P.E.** – 28 years in the code field, Ali worked as a plans examiner for 8 years at the City of KCMO, before entering the private sector. He is a Fire Protection Engineer. Last month Ali presented our work at the new Atlanta Falcons Stadium to the ICC leadership meeting.

**Jerry Bachar, C.B.O.** – 20+ years in the field. Jerry worked in plans review for the City of Overland Park, Fire Department and is a Certified Building Official.

**Jasmine Kaplan, C.P.E.** – ICC Certified Plans Examiner with 9 years' experience.

**Project Experience**

- We have a ten year relationship with UMKC acting as the Authority Having Jurisdiction for the University. We provide plan review and inspection services.
- We have experience with large multi-discipline projects, as demonstrated in our effort in the Heart of Doha, Qatar, Phase 1B & 1C Project, a 33 building mixed-use development.
- We have excellent relationships with the codes department within the City of Overland Park, the Unified Government, the City of KCMO, Lenexa and Leawood, Kansas.

We can facilitate this project seamlessly, with a single point of contact:

Ali Alaman P.E., Principal-in-Charge, Code Consultant  
Mobile Phone Number: (913) 406-0944  
Office Phone Number: (913) 722-3473  
E-Mail: aalaman@fsc-inc.com

Sincerely,

Ali H. Alaman, P.E.



**ALI ALAMAN, P.E.**  
**Point-Of-Contact / Principal-In-Charge**  
**LEAD Code Consultant**

B.S., Civil Engineering

Professional Engineer – MO, NE

Member: Society of Fire Protection Engineers (SFPE), International Code Council (ICC)

Phone: (913) 722-3473 Email: aalaman@fsc-inc.com

**Key / Lead Personnel**  
**Qualifications**



Ali Alaman, P.E., is the principal-in-charge for our code consulting division and is responsible for the management and oversight of all its projects. He has more than 28 years of experience in code consulting of fire and life safety, including **eight years as a plans examiner for the City of Kansas City, MO**. He specializes in residential, mixed-use, retail, office buildings, hotels, healthcare facilities, arena and stadiums.

Ali's knowledge of numerous code and life safety requirements has led him to be an expert in his field. His consulting experience provides clients with code strategies, applications and interpretations, alternate design methods, exit studies, inspections, evaluation of fire resistive assemblies, and fire and smoke modeling services.

Ali has served as an expert witness, has presented code presentations to architects and AHJs, **and has acted as an Authority Having Jurisdiction for municipalities, universities, and school districts. As AHJ, he reviews design documents and performs inspections of the contractors' work for life safety and code compliance.** Ali has presented code presentations to architects and AHJs

**PROJECT EXPERIENCE:**

- Heart of Doha, Qatar (33 Buildings, Hotel, Residences, Offices, Shops and Cultural Institutions)
- Oak Street Housing, Phases 1 and 2, UMKC (AHJ, Plan Reviews, Inspections), Kansas City, MO
- ✓ • Prairiefire at Lionsgate (Retail, Restaurants), Overland Park, KS
- 51st and Oak (Residential Building with Amenities Level and Garage), Kansas City, MO
- 51st and Main (Residential Building with Amenities Level and Garage), Kansas City, MO
- Pickwick Plaza Apartments, Kansas City, MO
- 47 Madison (Residential Building with Amenities Level and Garage), Kansas City, MO
- ✓ • Two Light (Residential Building with Amenities Level and Garage), Kansas City, MO
- ✓ • Harbor Center (18-Story building, 2,000 Seat Arena, Hotel and Garage), Buffalo, NY
- ✓ • The Fontaine (formerly Hotel Sorella, with Office Building and Garage) Country Club Plaza, Kansas City, MO
- ✓ • Cerner (Two, 11-Story Office Buildings), Kansas City, KS

**Corporate Headquarters:**

9225 Indian Creek Parkway, Suite 300, Overland Park, KS 66210  
Telephone: (913) 722-3473 / (816) 333-4373 / (913) 722-3484 Fax  
**Other Locations:**  
Kansas City, KS and Bhopal, India

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## Key / Lead Personnel Qualifications

### JASMINE KAPLAN, C.P.E.

#### Code Consultant

B.A., Business, ICC Certified Plans Examiner

Phone: (913) 722-3473 Email: [jkaplan@fsc-inc.com](mailto:jkaplan@fsc-inc.com)



Jasmine Kaplan is a Code Consultant who has been with FSC since 2009.

Since joining FSC, Jasmine has provided code consulting services that have included the development of code approaches, exit analyses, building code reports, and life safety studies for new and existing facilities, including: retail, mixed-use facilities, office buildings, schools, healthcare facilities, and stadiums and arenas located in a number of jurisdictions.

#### PROJECT EXPERIENCE:

- Pickwick Plaza Apartments, Kansas City, MO
- Traders on Grand (Conversion of Existing High Rise into Apartments), Kansas City, MO
- ARTerra Crossroad Apartments, Kansas City, MO
- Heart of Doha, Qatar (33 Buildings, Hotel, Residences, Offices, Shops and Cultural Institutions)
- 4800 Main Board of Trade Building (Mixed-Use), Kansas City, MO
- The Grand Reserve (Conversion of Existing High-Rise into Hotel), Kansas City, MO
- Harbor Center (Hotel and Garage), Buffalo, NY
- Tulsa Club Historic Hotel Renovation, Tulsa, OK
- 1228 Baltimore Conversion into Hotel, Kansas City, MO
- The Fontaine (formerly Hotel Sorella, with Office Building and Garage) Country Club Plaza, Kansas City, MO
- Home Goods Tenant Space Expansion at the Legends, Kansas City, KS
- The Brass on Baltimore Renovation (Event Space), Kansas City, MO
- James C. Olson Performing Arts Center Lobby Addition Inspection (formerly UMKC OPAC), Kansas City, MO
- 4840 Plaza Vista – JJ's Restaurant, Kansas City, MO
- The Sundry (Retail, Restaurant), Kansas City, MO

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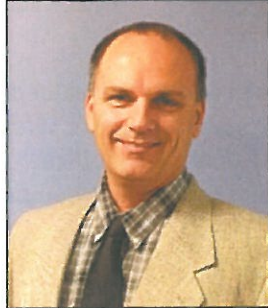


## Key / Lead Personnel Qualifications

### JERRY BACHAR, CBO, NICET IV

#### Special Inspections / Code Consultant

A.S., Architectural Drafting and Design, Certified Building Official (CBO),  
International Code Council (ICC), Certified Fire Proofing Inspector  
Phone: (913) 722-3473 Email: [jbachar@fsc-inc.com](mailto:jbachar@fsc-inc.com)



Jerry Bachar is a Fire Protection Specialist and Code Consultant for FSC, Inc. He served as the fire protection plans examiner for the City of Overland Park, KS Fire Department.

He brings over 20 years of experience designing fire sprinkler systems with over six years' experience performing code analysis and reviews for new and existing buildings and fire protection systems.

#### PROJECT EXPERIENCE:

- 115th & Nall Multi-Family Apartments, Overland Park, KS
- West Hall, Kansas State University, Manhattan, KS
- Goodnow & Marlett Hall, Kansas State University, Manhattan, KS
- Heart of Doha (Hotels, Residences, Offices, Shops and Cultural Institutions), Doha, Qatar
- Code Inspection / Plan Review / Authority Having Jurisdiction, University of Missouri, Kansas City, MO
  - 51<sup>st</sup> Oak Street Retail Shops (Red Mango, Larry's Giant Subs, Nail Salon)
  - Flarsheim Hall SCE Plan Review and Inspections
  - Chi Omega Sorority Renovation Inspections
  - Two Oak Street Residence Halls
  - Miller Nichols Library 3rd Floor Renovation
- Weber Hall, Kansas State University, Manhattan, KS
- Derby Food Center, Kansas State University, Manhattan, KS
- Goodyear Tire & Rubber Company, Topeka, KS
- Apple Store Express Plan Review, Kansas City, MO
- Lenexa City Library, Lenexa, KS
- Industrial Fumigant Company, Olathe, KS
- Children's Mercy Park (Sporting KC Soccer Stadium), Kansas City, KS
- Johnson County Community College First Floor Inspections, Overland Park, KS
- Lawrence Public School District Inspections, (Kennedy Phase I and II, Free State High School, Lawrence High School, South Middle School, West Middle School, and the College and Career Center), Lawrence, KS
- Throckmorton Hall, Plant Sciences Research Facility Kansas State University, Manhattan, KS
- O.H. Feed Mill, Kansas State University, Manhattan, KS
- Power Plant, Kansas State University, Manhattan, KS
- University of Kansas Medical Center, Kansas City, KS
- Heart of Doha, Qatar (33 Buildings, Hotel, Residences, Offices, Shops and Cultural Institutions)

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## Key / Lead Personnel Qualifications

### RANDY FRYMIRE, P.E.

#### MEP Engineer

B.S., Mechanical Engineering, Value Engineering Module I Workshop  
Professional Engineer – KS, AL, CAL, IA, MN, MO, NE, NV, OH, OK, TN  
Member Society of American Value engineers (SAVE), American Society of Heating,  
Refrigeration and Air Conditioning Engineers (ASHRAE)  
Phone: (913) 722-3473 Email: rfrymire@fscmep.com



Randall "Randy" Frymire, P.E., is a principal of FSC MEP Engineers, LLC, a subsidiary of FSC, Inc. He has worked as a consulting engineer for over 37 years providing mechanical and electrical engineering and design, project management and planning, studies and analysis, peer reviews, value engineering studies, construction administration, and commissioning services. Randy's primary discipline is mechanical engineering, specifically HVAC, hydronic, and plumbing systems.

Randy's attention to detail and experience in managing multi-disciplinary projects has gained him respect and trust from many repeat clients. He stays involved in all his projects from conceptual design phase to project close-out. He specializes in mixed-use, residential, educational, healthcare, laboratories, food processing, and governmental facilities.

#### PROJECT EXPERIENCE:

- Aladdin Holiday Inn Hotel, Kansas City, MO
- Homewood Suites, Chandler, AZ
- Holiday Inn, Overland Park, KS
- Hollywood Casino Parking Garage, Kansas City, KS
- Hampton Inn, Chandler, AZ
- Overton Hotel and Convention Center, Lubbock, TX
- Memorial Hall, Joplin, MO
- Las Vegas Event Center, Las Vegas, NV
- ACI Boland Tenant Improvement at 1705 Wyandotte, Kansas City, MO
- Corrigan Office Building Garage, Kansas City, MO
- Bryant Building at 1102 Grand Carrier Hotel, Kansas City, MO
- Centennial Water & Electrical Office Complex Office Renovation and Adaptive Reuse, Carthage, MO
- H&R Office Shell & Tenant Improvements, Kansas City, MO
- Briarcliff Hilltop New Office Building, Kansas City, MO
- Reeves Wiedeman Company Headquarters Office Renovation (LEED Gold), Kansas City, MO
- New Algeier, Martin and Associates Office Building, Kansas City, MO
- General Mills Office Addition, Joplin, MO

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## Key / Lead Personnel Qualifications

### HASU DOSHI, P.E.

#### Fire Protection Engineer

B.S., Mechanical Engineering, M.S., Mechanical Engineering  
Professional Engineer – KS, AL, AR, CA, CO, FL, GA, IA, ID, IL, MD, MS, MO, MT, NE, NC,  
ND, OK, PA, SC, TX, VA, WA, NCEES - #47995

Member: American Society of Mechanical Engineers (ASME),  
National Fire Protection Association (NFPA)

Phone: (913) 722-3473 Email: [hdoshi@fsc-inc.com](mailto:hdoshi@fsc-inc.com)



Hasu Doshi, P.E., is President of FSC, Inc. and is a principal in our fire protection engineering division. Since establishing FSC, Inc. in 1979, he has been the company's visionary starting with two individuals in a small Kansas City, KS office providing only fire protection services. FSC has grown and prospered with offices worldwide and now offers a multitude of engineering services. He is an expert at using innovative solutions while addressing fire and life safety requirements and satisfying codes.

Hasu has 48 years of experience in fire sprinkler design, fire alarm design, and code consulting services. He also acts as an expert witness and third-party reviewer of fire protection shop drawings to ensure designs meet the applicable codes.

Hasu specializes in mixed-use, residential, educational, aviation, manufacturing, industrial, warehouse and distribution, commercial, governmental and institutional facilities.

#### PROJECT EXPERIENCE:

- River Vista Apartments, Wichita, KS
- Chisholm Lake Apartments, Wichita, KS
- Traders on Grand (Conversion of Existing High Rise into Apartments), Kansas City, MO
- Commerce Tower Renovations, Kansas City, MO
- ✓ KC Power & Light Entertainment LIVE District (Retail, Restaurants and Parking Garage), Kansas City, MO
- Reardon Convention Center Expansion and Renovation, Unified Government of Wyandotte County, Kansas City, KS
- Hyatt Regency Crown Center Hotel, Kansas City, MO
- Overton Hotel and Convention Center, Lubbock, TX
- Bartle Hall Convention Center Expansion and Renovation, City of Kansas City, MO
- Hollywood Casino and Parking Garage, Kansas City, KS
- Northrock Offices, Wichita, KS
- Bryant Building at 1102 Grand Carrier Hotel Fire Protection Upgrades, Kansas City, MO
- New Kauffman Performing Arts Center and Parking Garage, Kansas City, MO
- Union Station / Science City Museum, Kansas City, MO

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## Key / Lead Personnel Qualifications

### KATHY HAGEN, P.E.

#### Structural Engineer

B.S., Architectural Engineering

Professional Engineer – KS, MO, FL, NE, IA, MI, NV, OH, WY, TX, AR

Member: American Institute of Steel Construction (AISC), American Concrete Institute ACI, Structural Engineers of KS and MO (SEAKM), and American Society of Civil Engineers (ASCE)

Phone: (913) 825-9381 Email: khagen@khegroup.com



Kathy Hagen is a registered professional engineer with more than 29 years of structural engineering design experience in steel, concrete, masonry, cold-formed steel, aluminum, and wood structures.

Kathy has served as engineer of record, project engineer and staff engineer on a multitude of projects including a 20-story hotel tower, a four-story office building, aluminum sun screens, and the renovation of various historic structures.

Kathy has extensive experience in the preparation, submittal and approval of construction documents and specifications. Kathy has been involved in all aspects of the design and construction process. Kathy has worked with both private and public clients.

#### PROJECT EXPERIENCE:

- KOMA Building, Overland Park, KS
- KCMO Police Headquarters Design and Special Inspections, Kansas City, MO
- Norrington Hall Renovation Design and Special Inspections at Park University, Parkville, MO
- H&M Summit Fair Retail, Lee's Summit, MO
- National WWI Museum and Memorial Gallery Expansion, Kansas City, MO
- Traders on Grand Design and Special Inspection, Kansas City, MO

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## Key / Lead Personnel Qualifications

### MICHAEL LANCEY, P.E.

#### Structural Engineer

B.S., Architectural Engineering

Professional Engineer – KS, MO

Member: American Institute of Steel Construction (AISC), Structural Engineers of KS and MO (SEAKM), Kansas City Chamber Pillars Leadership Group

Phone: (913) 825-9381 Email: [mlancey@khegroup.com](mailto:mlancey@khegroup.com)



Michael Lancey is a registered professional engineer with more than 11 years of structural engineering experience in: steel, concrete, masonry, metal studs and wood.

Michael has worked on a wide variety of new construction and existing building renovations in various parts of the region.

#### PROJECT EXPERIENCE:

- Children's Mercy Park (Sporting Kansas City Soccer Stadium), Kansas City, KS
- 8100 Newton Design and Special Inspections, Overland Park, KS
- Lawrence College & Career Center, Lawrence, KS
- The Brass on Baltimore, Kansas City, MO
- Cerner Trails Campus, Kansas City, MO
- Corrigan Building and Garage Special Inspections, Kansas City, MO
- Traders on Grand Design and Special Inspections, Kansas City, MO
- SMTS Headquarters, Cape Girardeau, MO
- Cerner Link Building, Kansas City, MO

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## Key / Lead Personnel Qualifications

### ED ROETHER, R.A.

#### Architect / ADA Compliance

B.S., Architecture

Member: U.S. D.O.'s. Accessibility Regulatory Impact Analysis Panel, ICC/ANSI A117 Accessible and Usable Buildings and Facilities, Chaired 2003 ICC/ANSI A117.1 Assembly Task Group, Current Chair: ADA/A117 – Harmonization Task Group, NFPA Assembly Occupancies and Membrane Structures (Current Chair: Assembly Life Safety Task Group, Current Chair: Assembly Aisle Transition Task Group), NFPA 101/5000-72 Joint Task Group on Occupant Notification, ICC/CTC ADA/IBC Coordination Committee, ICC/CTC Open Stairway Study Group, ICC/CTC ICC 300 Coordination with IBC Group, ICC/CTC Guard Study Group

Phone: (913) 549-6479 Email: [ed@edroetherconsulting.com](mailto:ed@edroetherconsulting.com)

ED ROETHER  
consulting, LLC

design professional standards | public | life safety | accessibility



Ed Roether has served as a project architect for several architectural firms in the Kansas City metropolitan area from 1977 to 1990. He started working for Populous (formerly known as HOK Sport, Venue, Event) as a project architect in 1989, and then from 1990 to 2010, he was responsible for the Populous Quality Assurance program, including code and ADA compliance.

He directed this program, facilitating office wide quality improvements including meeting the needs of the public relative to accessibility and life safety. From his experience as a practicing architect and his involvement with code development, Ed has developed an intimate understanding of the requirements for accessibility and life safety, along with construction standards. Ed's impact on design standards and codes has been recognized industry-wide.

As a member of the NFPA 101 Life Safety Code Assembly Occupancies Committee, the ICC/ANSI A117 Accessible and Usable Buildings Committee and then several task groups for both committees, Ed has an historical perspective of their requirements. Ed chaired the task group on Assembly Seating for the 2003 edition of ICC/ANSI A117 harmonizing its requirements with the 2004 ADA/ABA Guidelines, which was adopted September 15, 2010 by the Department of Justice as their ADA Design Standard. Ed has been recognized by several organizations for persons with disabilities, including the Paralyzed Veterans of America, as well as the Department of Justice for his unique understanding of accessibility.

#### PROJECT EXPERIENCE:

- Hotel AC Westport, Kansas City, MO
- Sheraton Crown Center, Kansas City, MO
- Westin Crown Center, Kansas City, MO
- Sprint Center, Kansas City, MO
- Tnemec Technology Center, Kansas City, MO
- VA Mental Health Building, Kansas City, MO
- Aqua Waikiki Wave, Honolulu, HI
- Cargill Office Center, Wayzata, MN
- CONSOL Energy Center, Pittsburgh, PA
- University of Phoenix Stadium, Glendale AZ
- VA Outpatient Clinic, San Jose, CA

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## Project Team Organization

Our code consultants are experts in navigating through the various editions of the International Building Code to help you decipher what is applicable to your project. The IBC serves as a five-hundred plus page legal document prescribing minimum construction and safety standards. Requirements are revised and added with each edition due to new information or loss of life.



The permit submittal process can be difficult and time-consuming when going through seemingly endless rounds of city comments before gaining an approved permit. FSC facilitates the approval process by giving our clients valuable feedback during the design phases and guidance that makes obtaining city approval easier.

FSC has built a reputation and has established strong and long-lasting relationships with not only local code officials, but also code officials who reside in other major cities and jurisdictions throughout the U.S.

**Our code consultants have worked for the City of Overland Park, KS and City of Kansas City, MO as Plan Examiners.**

They are experts in their field and have the knowledge and experience that will help your project move swiftly through the system. They know:

- **What plan examiners expect, and most importantly, the RIGHT questions to ask**

- ✘ - **Feedback and Guidance:** FSC will review the design and construction documents as they progress for compliance with building, fire, and life safety / codes, and then works with you to meet code or to develop alternative and innovative solutions to problems.
- ✘ - **Plan Reviews:** FSC reviews design and construction documents for compliance with building, life safety, mechanical, electrical, fire protection, fire alarm, and plumbing codes. In the capacity of AHJ, we interpret codes, regulations and standards, and approve equipment, assemblies, and materials.
- ✘ - **Inspections:** FSC performs on-site installation inspections of mechanical, electrical, fire protection, fire alarm, plumbing, code and life safety elements.

- **Know the documentation that is needed to get your project approved and ready for occupancy**

Some of these documents include:

- Permits
  - Certificates of Occupancy
  - Code Modifications
- **We will Represent You**
    - FSC will meet with the designers-of-record and contractors to provide constructive feedback on designs that do not meet the letter of the code in order to accelerate the approval process.
    - We will assist in coordinating with code and fire officials to resolve issues on your behalf.
    - To eliminate costly redesign at the time of permit submittal, FSC can meet with code and fire officials to resolve construction issues early on in the design process on your behalf.



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# Project Team Organization

FSC, Inc.'s team completes hundreds of projects every year. Our firm has an excellent reputation and is recognized throughout the local area as a leader in providing our codes / life safety services to many private developers, architects and government clients.

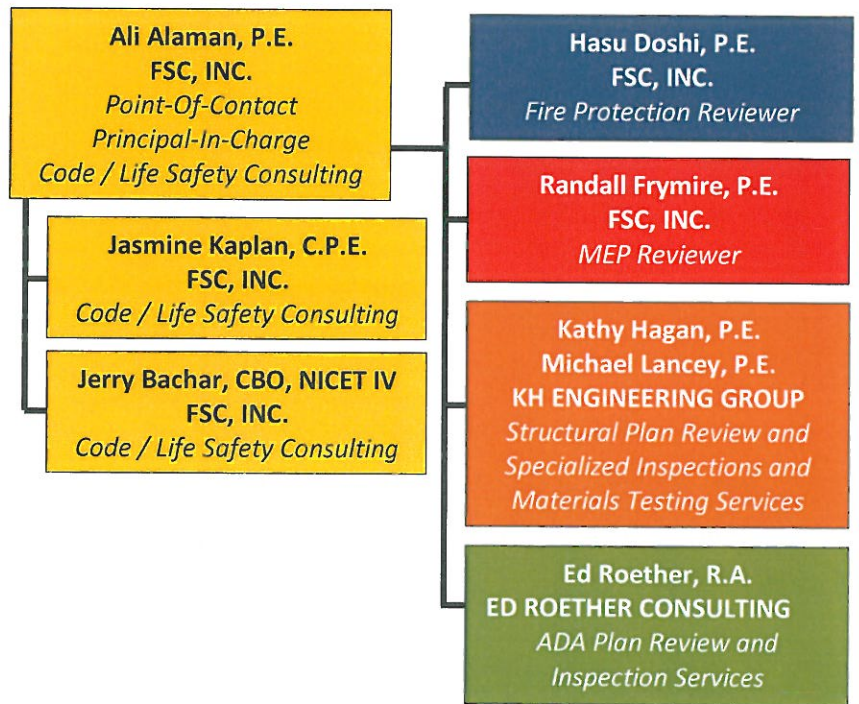


To fulfill the requirements in the RFP, and if needed, we are partnering with **KH Engineering Group, P.A.** for structural reviewer and **Ed Roether Consulting** for ADA reviewer.

**KH Engineering Group, 15377 W. 95<sup>th</sup> Street, Lenexa, KS** – KH Engineering Group provides structural engineering solutions for architectural building projects and structural construction services. KH Engineering works with design teams to deliver various levels of energy-efficient, durable and sustainable buildings and infrastructure projects that meet their government and private sector client needs. KH Engineering is a certified Woman Owned Business Enterprise.

**Ed Roether Consulting, 25950 Mission Bellview, Louisburg, KS** - Ed Roether is a practicing architect that is involved with code development. He has developed an intimate understanding of the requirements for accessibility and life safety, along with construction standards, which enables him to provide comprehensive advice through the design process and then throughout the life of the facility. Few consultants have his familiarity with the construction standards, real world experience as a practicing architect, and his familiarity with the accessibility and life safety codes and standards. Ed has provided both the United States Access Board and the United States Department of Justice comments during their rulemaking process to adopt new guidelines / standards and has met with both numerous times over the past 20 years to discuss requirements of the standards.

He was a member of the Department of Justice's Accessibility Regulatory Impact Analysis Panel during their adoption of the 2010 ADA Standards for Accessible Design. His commitment for consistent comprehensive and objective interpretations of the standards enables him to discuss specific issues in detail to find common ground and successfully resolve Department of Justice's concerns on numerous projects.



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## Project Team Organization

All of our team members have worked on various projects throughout the Kansas City area. Some of these projects include:

### **FSC'S Projects with KH Engineering, Group:**

- KCMO Police Headquarters, Kansas City, MO
- Traders on Grand, Kansas City, MO
- Corrigan Building and Garage, Kansas City, MO
- James C. Olson Performing Arts Center, Kansas City, MO
- Student Success Center at UMKC, Kansas City, MO
- Student Union Building at UMKC, Kansas City, MO
- The Brass on Baltimore, Kansas City, MO

### **FSC's Projects with Ed Roether Consulting:**

- CONSOL Energy Center, Pittsburgh, PA
- University of Phoenix Stadium, Glendale AZ
- VA Mental Health Building, Kansas City, MO
- VA Outpatient Clinic, San Jose, CA
- 



### Members of:



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## References



1	<p><b>UMKC - AHJ Services</b>          Bob Simmons          Associate Vice Chancellor          E: simmonsr@umkc.edu          P: 816.235.1369</p>	<p><b>Project Description:</b> Performed plan review and inspection services for the University since 2006. During this time period, FSC has performed plan review and inspections on a variety of projects including Oak Street Housing, Johnson Hall, Miller Nichols Library Renovation, Spencer Chemistry Renovation, and the Olsson Performing Arts Center Renovation and Addition.</p>
2	<p><b>Plaza Vista Development (2014)          Van Trust Real Estate</b>          David Rezac, AIA          Vice President, Development          E: David.rezac@vantrustre.com          P: 816-569-1472</p>	<p><b>Project Description:</b> The Plaza Vista Development includes a hotel, office tower, with ground level retail and a parking garage. The hotel (Hotel Sorella) is a 132-room boutique hotel. The Plaza Vista office tower is 10 stories with retail space on the first two floors and a six-level underground parking garage.  <b>Scope:</b> FSC assisted the design team in determining applicable codes, evaluated the project and reviewed plans for compliance.</p>
3	<p><b>51 Oak (2017)          HOK</b>          Sandy Price          V.P. Sr. Project Designer          E: Sandy.Price@hok.com</p> <p>Jeremy Tinkler          Sr. Architect/ Proj. Manager          E: Jeremy.Tinkler@hok.com          P: 816-472-3360</p>	<p><b>Project Description:</b> The development includes a Whole Foods grocery, 170 apartment units and a six level, 445 space, parking garage.  <b>Scope:</b> FSC assisted the design team in determining applicable codes, evaluated the project and reviewed plans for compliance.</p>
4	<p><b>51 Main (2015)          The Opus Group</b>          Pete Lewis, AIA LEED AP          Sr. Manager          E: Pete.Lewis@opus-group.com          P: 816-480-4444</p>	<p><b>Project Description:</b> Apartment building with 176 units and 10,000 square feet of ground-level retail. The development has a 345-stall parking garage for residents and retail customers.  <b>Scope:</b> FSC assisted the design team in determining applicable codes, evaluated the project and reviewed plans for compliance.</p>
5	<p><b>Harbor Center (2014)          Populous</b>          Clark Mleynek          Sr. Architect / Principal          E: Clark.Mleynek@populous.com          P: 716-855-4100</p>	<p><b>Project Description:</b> The development is an entire city block and 20-stories tall. The development includes a 2,000 seat arena, retail spaces, a hotel, and 750-space parking garage.  <b>Scope:</b> FSC assisted the design team in determining applicable codes, evaluated the project and reviewed plans for compliance.</p>

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SCHEDULE OF RATES	
Personnel:	\$ per hour
<i>Plan Review and Inspection Staff</i>	
Principal (Fire Protection, Code, Mechanical, Electrical, Plumbing)	155
Fire Protection Engineer/Code Consultant/Project Manager	145
Field Inspector (all disciplines other than accessibility)	125
Senior Engineer	120
Engineer	105
ADA (plan reviewer & inspector)	250
<i>Support Staff</i>	
Designer	95
CAD Technician	75
Administrative / Clerical	60

The plan review and inspection efforts will likely involve various levels of the plan review and inspection staff within the multiple disciplines (fire protection, code, mechanical, electrical, plumbing, structural and accessibility). Services will be billed at the hourly rate of the personnel providing the service.

**Reimbursable Expenses:**

The only anticipated travel expense is mileage and will be billed at the rate of \$0.59 cents per mile. Additional expenses could include but not limited to in-house printing that will be charged at \$0.25 cents per square foot and delivery fees at current rate.

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- ✚ Mechanical/Electrical/Plumbing Engineering
- ✚ Code/Life Safety Consulting
- ✚ Commissioning Services

August 2, 2017

Brian Scott  
Assistant City Administrator/Finance Director  
City of Mission  
6090 Woodson  
Mission, KS 66202

Re: Mission Gateway Development Project  
Fee Proposal for Plan Review and Inspection Services

Dear Mr. Scott:

FSC, Inc. is pleased to submit the following proposal for the new Mission Gateway Development project.

#### **PROJECT DESCRIPTION**

Based on the RFP and our meeting, we understand the project includes six buildings, a parking garage and surface parking. The project will be constructed in phases as follows:

- Phase I: Three Apartment buildings each 4 floors with ground floor retail, and appropriate parking.
- Phase II: Hotel and parking garage.
- Phase III: Office and Retail buildings.

The primary purpose of the project is to insure compliance with all City building codes and applicable state regulations.

#### **SCOPE OF WORK**

FSC's team includes Code, MEP, Structural and ADA professionals. Our scope of work includes building plan review, inspection services, and City's representative in ensuring the project is built in accordance with the approved plans and development agreements. Specifically, the FSC team will provide the services described in Section 3 of the RFP.

We briefly reviewed the Phase I plans and are comfortable with the scope of work. However, Phase II and III plans are not available therefore, we have made our best guess on the scope of work for those phases based on our experience on similar projects.

Our proposal is based on the following assumptions/clarifications:

1. The hotel in Phase II is a high-rise.
2. Other than the apartments and hotel, all other spaces are shell only.
3. Special inspections are as required by IBC section 1705. Special inspections are required to be performed by qualified individuals (hired by the owner) who report to the city. Our team will identify which special inspections are required.
4. Elevator inspections are not included.

5. Plan review and inspection efforts are for the buildings only and do not include site or public works.
6. Plan review and inspection efforts are for code compliance not best practices or good design.
7. As the City's representative, the FSC team will attend, as requested, weekly design review meetings, project meetings, and/or construction meetings. We have assumed attendance at the following number of meetings per phase: Phase I – 52 meetings, Phase II – 76 meetings, and Phase III – 52 meetings. Attendance at additional meetings may be provided for additional services.

## COMPENSATION

To perform the above Scope of Services, we have developed the attached fee spreadsheet which includes a breakdown of hours per discipline per task. Below is a summary.

- Phase I Review & Inspection: **\$208,070**
- Phase I Meetings: **\$54,070**
- Phase II Review & Inspection (estimated): **\$199,040**
- Phase II Meetings: **\$78,660**
- Phase III Review & Inspection (estimated): **\$137,965**
- Phase III Meetings: **\$54,070**

Reimbursable expenses, limited to printing of final submission documents and delivery, will be billed at cost. Mileage to/from the site is included in our fee.

We feel confident about our Phase I fee. For Phase II and III, our fee is an estimate, which represents our best educated guess of the hours we believe it will take to complete all the tasks. Therefore, before starting our scope on Phase II and III, we request the opportunity to discuss and, if needed, adjust our fees.

We will invoice monthly for the percentage of our work completed in that time frame. Payment of our invoice is due 30 days from date of invoice.

We appreciate the opportunity to be part of this amazing project. Please feel free to call or email me if you have any comments/questions.

Sincerely,

FSC, Inc.



Sonia Garapaty, MS E.E., LEED AP  
CEO

**Phase 1 - Residential - 3 buildings each 4 floors**

Plan Review	Code		MEP		Structural			ADA	
	Principal	Sr. Code Cons.	PM	Sr. Engineer	PM	Sr. Engineer	Engineer		
100% design (drawings & specifications)	8	40	4	48	2	30		24	
1st Re-review	4	8	2	24		8		8	
1st Review Meeting	4	4	4	4		4		4	
2nd Re-review	2	4	2	18		2		2	
General Coordination	24		8						
<b>Inspections</b>									
Under Slab (3 per building = 9 total)		12	9	36					
Rough-in walls & above ceiling (3 per floor*12 floors=36 total)	56	112	9	84				12	
Wood Frame (3 per floor * 12 floors=36 total)					4	4	144		
Shop Drawing Review FP		60							
Shop Drawing Review FA		60							
Shop Drawing Review Structural							16		
Submittal Review Firestop		36							
50% Complete ADA Inspection								12	
Review Revisions to approved plans	18	4	24	4	32			20	
Re-review revisions	10	2	12	2	16			10	
FA Test Final	4	16							
FP Test Final	4	16							
Final Inspection	20	40	3	20			12	8	
Final Re-inspection	10	20	3	12		6		4	
General Coordination	24	40	4	8	8	16	24		
Management of Special Inspections							140		
<b>Meetings</b>									
Weekly Meeting & Report (52)	78	78	78		78			40	\$ 54,070.00
<b>Total Hours</b>	266	552	162	260	140	70	336	144	
<b>Rates</b>	\$ 155.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 105.00	\$ 250.00	
<b>Total Fee</b>	\$ 41,230.00	\$ 66,240.00	\$ 23,490.00	\$ 31,200.00	\$ 20,300.00	\$ 8,400.00	\$ 35,280.00	\$ 36,000.00	\$ 262,140.00

**Phase 2 - Hotel (6 floors) & Parking Structure**

Plan Review	Code		MEP		Structural			ADA
	Principal	Sr. Code Cons.	PM	Sr. Engineer	PM	Sr. Engineer	Engineer	
100% design (drawings & specifications)	12	40	4	24	6	52		24
1st Re-review	4	8	2	20		16		8
1st Review Meeting	4	4	4	4		4		4
2nd Re-review	2	4	2	24		2		2
General Coordination	24		8			4		
<b>Inspections</b>								
Under Slab (3 total)		12	10	21				
Rough-in walls & above ceiling (3 per floor*6 floors=18 total)	56	112	6	66				12
Exterior Hotel Walls - Structural (3 per floor*6 floors=18 total)						4	72	
Shop Drawing Review FP		60						
Shop Drawing Review FA		60						
Shop Drawing Review Structural						24		
Submittal Review Firestop		36						
50% Complete ADA Inspection								12
Review Revisions to approved plans	20	8	24	2	26	12		20
Re-review revisions	10	2	12	2	12	4		10
FA Test Final	8	16						
FP Test Final	8	16						
Final Inspection	20	40	2	10		8		8
Final Re-inspection	10	20	2	8		4		4
General Coordination	24	40	4	8		12		
Mgmt of Special Inspections - Bi-Weekly Review of Discrepancy List, Site Visits (10)	24				6	12	120	
<b>Meetings</b>								
Weekly Meeting & Report (76)	114	114	114		114			57
<b>Total Hours</b>	340	592	194	189	164	158	192	161
<b>Rates</b>	\$ 155.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 105.00	\$ 250.00
<b>Total Fee</b>	\$ 52,700.00	\$ 71,040.00	\$ 28,130.00	\$ 22,680.00	\$ 23,780.00	\$ 18,960.00	\$ 20,160.00	\$ 40,250.00

\$ 78,660.00

\$ 277,700.00

**Phase 3 - Office (3 floors) & Retail (1 floor)**

Plan Review	Code		MEP		Structural			ADA
	Principal	Sr. Code Cons.	PM	Sr. Engineer	PM	Sr. Engineer	Engineer	
100% design (drawings & specifications)	12	24	6	24	2	28		20
1st Re-review	2	4	2	12		12		8
1st Review Meeting	4	4	4	4		4		4
2nd Re-review	2	4	2	10		2		2
General Coordination	24		8			6		
<b>Inspections</b>								
Under Slab (6 total)		6	6	24				
Exterior Walls - Structural						4	36	
Rough-in walls & above ceiling (3 per floor*4 floors=12 total)	15	60	6	40				12
Shop Drawing Review FP		40						
Shop Drawing Review FA		40						
Shop Drawing Review Structural						12		
Submittal Review Firestop		12						
50% Complete ADA Inspection								10
Review Revisions to approved plans	20	4	24	2	32			20
Re-review revisions	10	2	12	2	16			10
FA Test Final	4	8						
FP Test Final	4	8						
Final Inspection	8	16	4	16				8
Final Re-inspection	4	8	2	8				4
General Coordination	20	20	4	4				
Mgmt of Special Inspections - Bi-Weekly Review of Discrepancy List, Site Visits (4)					4	24	100	
<b>Meetings</b>								
Weekly Meeting & Report (52)	78	78	78		78			40
<b>Total Hours</b>	207	338	158	146	132	92	136	138
<b>Rates</b>	\$ 155.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 145.00	\$ 120.00	\$ 105.00	\$ 250.00
<b>Total Fee</b>	\$ 32,085.00	\$ 40,560.00	\$ 22,910.00	\$ 17,520.00	\$ 19,140.00	\$ 11,040.00	\$ 14,280.00	\$ 34,500.00

\$ 54,070.00

\$ 192,035.00

<b>City of Mission</b>	Item Number:	7.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	August 4, 2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** Extension of On-Call Engineering Services Contracts

**DETAILS:** The City's currently has on-call engineering service contracts in place with Olsson Associates and George Butler & Associates. These two firms were selected through a competitive RFQ process in the fall of 2014.

The Professional Services Agreements were effective for three years (through 12/31/2017), and included an option to renew for one additional year. Staff recommends exercising the option to extend the current contracts through December 31, 2018. Our relationship with both firms continues to be positive, and there are a number of projects in process or anticipated to carry over from 2017 to 2018.

Funds are included in the Community Development and Public Works Department's annual budgets for on-call engineering work. In addition, engineering costs may be charged to the Special Highway, Street Sales Tax, Stormwater or other funds used for infrastructure maintenance or construction. Budgets/funds would continue to be identified and allocated on a project by project basis.

If the Council supports the staff recommendation to extend the contract one additional year, we will take the necessary steps to do so.

**CFAA CONSIDERATIONS/IMPACTS:** The City's On-Call Engineers are an extension of staff, working to ensure that appropriate considerations to meet the needs of people of all ages and abilities are considered in the design and construction of public projects such as streets, parks, sidewalks, and trails.

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