



COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, JANUARY 10, 2024 at 6:30 p.m.

**MISSION CITY HALL
6090 Woodson Street**

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. This meeting will also be available virtually via Zoom (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PLANNING COMMISSION ACTION ITEMS

(items will be included on the next legislative agenda for Council action)

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the December 13, 2023 Community Development Committee Minutes – Robyn Fulks ([page 3](#))
Draft minutes of the December 13, 2023 Community Development Committee meeting are included for review and acceptance.
2. Total Electric Contract – Brent Morton ([page 20](#))
The City owns and operates eight traffic signals and four pedestrian beacons. This traffic signal maintenance service contract establishes a preventative maintenance program, as well as on-call services for traffic signal maintenance and emergency repairs. Black & McDonald submitted the lowest and most responsive bid at an annual price of \$48,162.78.
3. Public Works Consulting Contract – Katigon Consult, LLC – Laura Smith ([page 68](#))
During the recruitment process for a new Public Works Director, the City Administrator contracted work with Kati Horner Gonzalez dba Katigon Consult, LLC for the Johnson Drive/Metcalf bridge replacement project and the Johnson Drive (Lamar to Metcalf) Street rehabilitation project. The contractual services were intended to ensure these large-scale, time-sensitive projects would receive attention while the Director's position was filled. Staff is now seeking an extension of the consulting contract in an amount not to exceed \$20,000 to continue progress and support the City throughout 2024. Consulting fees would be paid from the Public Works General Fund Budget.

4. MFAC Splashpad Refresh – Penn Almoney ([page 80](#))

The Mission Family Aquatic Center has an outdoor splashpad that is used daily during the summer swim season. The individual water features are maintained annually, but require a more comprehensive restoration/refresh every 10-15 years. Staff received a bid from the original manufacturer who was the only responsive bidder. Staff recommends approval of a contract with Splashtacular in an amount not to exceed \$22,460 to be paid from Parks + Recreation Sales Tax Fund. The splashpad restoration was approved as part of the 2024 Parks + Recreation CIP budget. The work will be completed in early Spring in preparation for the 2024 outdoor pool season.

5. MFAC Picnic Table Replacement – Penn Almoney ([page 83](#))

The Mission Family Aquatic Center picnic tables are needed to make the pool deck usable for visitors, rental groups and Mission events. Staff is recommending the purchase of twelve new picnic tables through Belson Outdoors for an amount not to exceed \$20,000 to be paid from the Parks + Recreation Sales Tax Fund. This replacement was approved as part of the 2024 Parks + Recreation CIP budget. Installation will be completed in Spring 2024.

6. Water Works Park Inspection Services – Penn Almoney ([page 87](#))

The Water Works Park Improvement Project is ready to proceed to construction. The scope and nature of the project will require additional third-party testing and inspection services beyond the administration services currently under contract. Staff recommends approval of a testing and inspection services contract with Terracon in an amount not to exceed \$19,905. All documentation, observation, and required testing is included within the scope of services. These expenses were included in the overall construction budget within the 2024 Parks + Recreation CIP budget.

DISCUSSION ITEMS

OTHER

7. Department Updates - Laura Smith

Lea Loudon, Chairperson
Ben Chocie j , Vice-Chairperson
Mission City Hall, 6090 Woodson St
913.676.8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Administration	From:	Robyn Fulks

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

RE: December 13, 2023 Community Development Committee minutes.

RECOMMENDATION: Review and accept the December 13, 2023 minutes of the Community Development Committee.

DETAILS: Minutes of the December 13, 2023 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

CFAA CONSIDERATIONS/IMPACTS: N/A

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



MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

December 13, 2023

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, December 13, 2023. The following Committee members were present: Sollie Flora, Hillary Thomas, Ken Davis, Lea Loudon, Debbie Kring, Trent Boultinghouse, Mary Ryherd, and Ben ChocieJ. Councilmember Inman was absent. Councilmember ChocieJ called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Deputy City Administrator Emily Randel, City Clerk Robyn Fulks, Public Works Superintendent Brent Morton, Parks and Recreation Director Penn Almoney, Chief Dan Madden, and Deputy City Administrator Brian Scott.

Public Comments

Councilmember ChocieJ reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group.

There were no public comments.

Public Presentations/Informational Items

There were no public presentations on the agenda.

Planning Commission Items

Adoption of the Tomorrow Together 2040 Mission Comprehensive Plan

Deputy City Administrator Brian Scott presented to the Committee follow ups from the previous conversation surrounding the 2040 Mission Comprehensive Plan. The primary information requested through the most recent discussions were more examples of properties in Mission and how they fit into the proposed definitions for the future land use map. He provided a memo to the Committee with examples in Mission that met the different definitions of the future land use map proposed in the study and talked through several specific examples during the Committee meeting. He then asked for questions or additional discussion.

Councilmember Davis asked if the recommendation by Staff was to modify the

Planning Commission's recommendation to accept the amendments with the exception of once change in a definition of "Mixed Use Medium Density". Mr. Scott confirmed that is correct, including keeping the mixed-use medium density definition, which the PC recommended changing and which Staff believes should not be changed. Councilmember Davis agreed and stated he is in agreement with the Staff's decision to not make that change.

Councilmember Boultinghouse expressed his gratitude to Mr. Scott for the picture examples as they were very helpful.

Mr. Scott state that Staff's intent is to bring the item to the City Council the following week for consideration. Mr. Scott asked if the Committee would like a representative from Confluence present next week. They Council didn't feel it was necessary.

Councilmember Davis stated he emailed the Chair and Vice Chair of the Committee, along with Mayor Flora, Mr. Scott and City Administrator Laura Smith. Councilmember Davis would like to have the consideration of a small parcel on page 21 of the future plan use map comparison. He explained that the parcel to the north of Andersen Park between Dearborn and Beverly Streets and was zoned as office in the current land use plan but high density residential in the proposed future land use plan. He wanted to discuss that several years ago there was a proposal for a high density building to be built there, partially on flood plain. That affected parking options for the proposed four-story apartment building. He believes that the now-proposed Milhaus site is planning for lower profile buildings that would be residential in nature. He believes that similar areas north of Johnson Drive are considered medium density. He would like that section be reduced to medium density rather than high-density residential as there was a lot of controversy at the time of that proposal. He asked Mr. Scott to speak about that previous project and the push back that surrounded it as many on the Council now were not elected officials at that time.

Councilmember Chocie commented that the parcels to the north of the area Councilmember Davis is referencing are mixed-use medium density, which align with mixed-use high density to some degree, so it's a bit confusing that they are sort of parallel. He agrees that there has been past pushback from the Community and that a discussion would be helpful.

Ms. Smith explained that Mr. Scott had a comparison to show that would help with that site. Ms. Smith also pointed out that the future land use map is not zoning, it is only identification of anticipated future land use. Currently the parcel Councilmember Davis is referencing is zoned MS2 which allows for 35 dwelling units per acre under the current zoning codes. Staff does not intend to actively pursue rezoning any parcels. The Committee can change the definition, however it does not immediately impact the underlying zoning for a future project. She stated that the areas north of Johnson Drive are not rezoned either. She stated that rezoning was done at the 58/Nall project site to Downtown Neighborhood District which allows for up to 50 units per acre immediately across the street from single family residential. Staff feel like the park and creek create a natural barrier for the parcels Councilmember Davis is referencing. She then asked Mr. Scott to review his comparisons of the various projects proposed for those parcels over the last several years. She also explained that Staff have worked to be responsive to neighborhood concerns while working with developers on the parcel Councilmember Davis is concerned about.

Mr. Scott reviewed his report, beginning with a view of the buildings on Martway in the parcel Councilmember Davis asked about. He then showed the buildings with more information about the lots, which combine to be 1.67 acres and are zoned Mainstreet 2 (MS2). The zoning code allows for 3 stories and/or 45 feet. The minimum lot area per dwelling unit allowed per acre is 35 under current zoning. Page 3 of the report showed a 5 story Martway building project that was proposed by Christian Arnold in 2016, but not approved by the PC. The proposal was a 5-story building with some retail and parking on the ground floor with four stories of residential units. The plan was denied in September of 2017 due to the number of stories of the building and number of units per acre. Neighbors to the south of the proposed site opposed the height of the building. Mr. Arnold came back in 2018 with a proposal for a four story building at 45 feet with 90 units or 54 units per acre. That was recommended by the PC for approval and was approved by the City Council, however the project was never built but could be built today. Mr. Arnold was not able to make the numbers work and has had the property on the market now for several years.

Mr. Scott showed a perspective as if standing on Martway and Beverly Streets and looking east with a rendering of the buildings being proposed by Milhaus on that site. The buildings are three stories with 35 units per acre being

proposed. Mr. Scott also showed across the street a rendering of a four-story building at 54 feet (a 9' deviation from current zoning) with about 210 units or 81 per acre (a deviation of about 46 units per acre). Mr. Scott noted that an open house earlier in the year there wasn't strong opposition as long as the building on the south side of Martway was at three stories. Mr. Scott explained that the project would fit within the definitions of 12 or more dwelling units per acre. It would also fit into mixed-use medium density as it's currently zoned right now.

Mayor Flora thanked Mr. Scott and Ms. Smith for their explanations. She stated she did not want the Committee to lose sight of the definitions for both medium and high density residential. She pointed out that, per the definition, medium density residential is really more intended for duplexes, triplexes and the like. She noted that none of the existing courtyard apartment complexes in the City are small enough to qualify for medium density residential, even the smaller apartment buildings in the downtown area. She believes that with Martway's connections to transit and proximity to downtown identifying it for medium density is not appropriate. She believes high-density residential gives a big range and, even if rezoned, the City can work with a Developer, but she believes it makes more sense to have more density on the site.

Councilmember Thomas asked Councilmember Davis to share more of his thoughts. She confirmed that he is asking for a mechanism that will allow for the building height restrictions to stay in place. She asked Ms. Smith if that is something that could be restricted if needed. Ms. Smith confirmed that the current zoning of the site is MS2, which limits building height to three stories or 35 dwelling units per acre. Anything above that would be a deviation that would have to be recommended by the Planning Commission and granted by the City Council. Those checks and balances exist with the current zoning on that parcel. Ms. Smith echoed Mayor Flora's thoughts about the MS2 zoning and the considerations of the area being a commercial corridor. She also referenced the finances of the size of that parcel and accomplishing something without assembling additional property makes it difficult to develop without deviation requests. She believes the current iteration of the project being proposed for that area checks a lot of boxes.

Mayor Flora asked Ms. Smith to confirm that the three-story building of the proposed project would fall into the high density definition and Ms. Smith confirmed that is correct.

Councilmember Davis thanked Staff for the clarification and the explanation of the differences between zoning and future planning, and he accepts those explanations. He also appreciates that Staff is working with developers to keep the height of the property low. He withdraws his recommendation to change that area to medium density. Ms. Smith confirmed that Staff will always work to ensure projects align with the vision and goals for any area of the City. Councilmember Davis thanked Mr. Scott for his work, and Councilmember Chociey echoed that. Councilmember Chociey also stated that the Milhaus projects fit land use and zoning with very few objections.

Councilmember Thomas offered that she has shared with the Mayor and others that, in a perfect world, this item wouldn't be voted on in the same meeting as a transition of Council, however she understands the urgency to move the item forward. She feels lucky that the two incoming Councilmembers are very engaged with the process and will be well-versed as they prepare to vote next week. She thanked Mayor Flora and Ms. Smith for listening to her concerns. She also commented and asked Mr. Scott if the original PDP from 2018 could be built on and how long it was active for. Mr. Scott stated that PDPs now are approved by Ordinance to limit those to five years, however that was not done in 2018.

Councilmember Chociey asked Mr. Scott if, procedurally, the vote next week would be a super-majority if they were not going to accept the recommendation from the PC and Mr. Scott confirmed it would be.

Councilmember Kring asked if, based on the number of apartments being added and all were filled, do those complexes add to the number of residents in the city. She stated that it could, potentially, raise residency rates from around 9,000 to around 13,000 and Mr. Scott confirmed that is correct.

Final Plat – Popeye's on Johnson Drive – 6821 Johnson Drive

Mr. Scott stated that the Developer has come back with a final development plan which was approved by the Planning Commission in November, along with a final plat which was recommended for approval by the City Council with a 7-0 vote. The property was not platted before, so this is mostly a formality. With

the final plat, the right-of-way is being increased to match the width of the sidewalk to the east down to Barkley. Staff wanted to even that up and the Developer was gracious enough to provide that right-of-way to the City.

There were no questions or comments from the Committee.

Special Use Permit – Digital Billboard – 6650 W. 47th Street

Mr. Scott's final item from the Planning Commission was for consideration of a special use permit for a digital billboard sign along I 35 at 6650 W. 47th Street. Mr. Scott stated that the address should actually be 6650 W 47th Terrace. He explained that the site is located on the north side of I-35 where several parcels are half in Mission and half in Kansas City, KS. The property is owned by Interstate Holdings, LLC. Interstate Holdings is a real estate investment company that specializes in acquiring and holding industrial, light manufacturing, freight distribution properties along major interstate corridors. The company is headquartered in Chicago, IL. The owners wish to lease part of the land for the installation of a digital billboard. Mr. Scott shared that billboards are allowed in Mission through the special use permit process. A special use permit must be approved by the City Council after recommendation by the Planning Commission. He reviewed the zoning code for special use permits, noting that billboards are allowed with a permit in all districts except for residentially zoned districts. He also noted there are Federal regulations that hand power to regulate billboards to each State. Kansas does require that a billboard along an interstate highway be permitted from the State, and there are height requirements and, for digital billboards, how long the display can be on and how long can be taken to change the image.

Mr. Scott shared that Staff reviewed the information and that the property is in a flood plain which could be an issue. Staff asked for a "no rise" letter, which stated that placing a structure like a billboard on the site would not provide issues with rising waters on adjacent properties and that letter was provided from the applicant's engineer. The Planning Commission held a public hearing where no objections were raised, and it was approved by 7-0 for recommendation with a number of stipulations which are outlined fully in the Ordinance.

Councilmember Thomas asked if, because one of the stipulations regards abandonment, can the City take down the billboard if it becomes abandoned at any point and the special use permit is voided. Mr. Scott confirmed that is correct, Staff would ask the company to remove it first. If they did not, Staff would then go through the Municipal Court for permission to have it removed and charged back to the property owner. He also stated the revocation of the Special Use Permit may be done by the Governing Body following a public hearing process. Councilmember Thomas then asked for more clarification on the direction of the billboard and the site location. She was thinking of residents of the Falls Apartments who are close to that area and the light pollution it could cause. She also asked for clarification of where billboards could go per special use permits and that they are only expressly disallowed in residential areas and the conversations surrounding pole signs several years ago. Mr. Scott acknowledged that they could be anywhere except residential areas if a special use permit were issued, and that pole signs are defined a bit differently in Mission's sign code.

Mayor Flora asked about the fourteen points of criteria required for consideration of a special use permit, as the way it reads to her is that the consideration should be given to pertinent criteria. She asked if all criteria have to support the application or is it a balance of the criteria. She sees under the staff report that Staff does not identify an economic need for use within the community, but criteria 13 and 14 specifically talk about the positive economic impact so she was wondering, if there's no real financial benefit to the community, why it would be granted. Or should the criteria be all weighed together. Mr. Scott confirmed that a balance of the criteria is the best way to look at it. Mr. Scott shared that the City would receive a nominal amount of property tax but not enough to be a real benefit to the City or community. He believes it's more about looking at the criteria in totality. Mayor Flora continued on to ask if a special use permit should always be a benefit to the city, or is it more about individual property use, or a balance of the two. Mr. Scott confirmed a balance of the two, but with weighing the two against each other.

Councilmember Loudon asked if the content of the billboard ended up being objectionable, would the City have any say in that. Mr. Scott answered that the billboard cannot have anything obscene, but other than that the City

cannot regulate content of any sign per rulings by the Supreme Court.

Councilmember Kring asked what the intent of having the digital billboard is by the property owner and Mr. Scott answered to lease it out to an advertising company for revenue. The billboard will have a series of advertisements that flash up. Councilmember Kring asked again to clarify that the City has no jurisdiction over what is on the billboard. Mr. Scott confirmed that the Supreme Court has clearly stated that sign ordinances cannot regulate content.

Councilmember Thomas asked if there are any other billboards in Mission along the interstate and Mr. Scott confirmed there are not. She also asked if, by looking at the map, where the next closest billboard is. Mr. Scott stated that State regulations allow billboards only every 1,000 feet so there likely would be no room for anything else in Mission. Councilmember Thomas expressed her dislike of the idea of the billboard.

Councilmember Chociey stated his main concern comes from a safety angle. He reviewed the staff report and federal highway report provided. He did some more research and found it does not seem like these are a good idea along a busy interstate. The report is a grouping of research done since the federal highway study that was included with the report went out. He expressed he is very uncomfortable with the idea of allowing the billboard. He also agrees with the concerns brought up by his fellow Committee members. He also believes does the use detrimentally affect nearby property consideration should be given more thought.

Councilmember Kring asked Police Chief Dan Madden to weigh in on the conversation. He stated that there are similar billboards close to Mission and he does not know of any impacts had by the billboards to the safety of drivers on that stretch of the highway.

Councilmember Boultinghouse stated his objections are centered around beautification and the aesthetic element. He believes there is so much advertising out there that adding more does not appeal to him.

Councilmember Chociey stated that he believes there is enough research out

there that states the digital billboards are a bad idea. Ms. Smith stated that Councilmember Chociej's research will be put into the following week's packet for review. Councilmember Chociej thanked her for that and reviewed that a lot of the research in the study shows that the risk increases with higher speeds, more lane changes and more demanding conditions. He also stated that the study showed that young and elderly drivers were most prone to the distraction of digital billboards.

Councilmember Thomas stated that she was more concerned about the aesthetic piece but now she has more concerns about the safety piece of it. She stated that that stretch of highway includes a complicated intersection and some challenging lane changes that would be burdened by more distractions.

Mayor Flora echoed those thoughts as she sees no benefit to the City, only to the property owner, but there could be negatives for the community at large.

Action Items

Acceptance of the November 1, 2023 Community Development Committee Minutes

Minutes of the November 1, 2023 Community Development Committee were provided to the Committee.

Councilmember Davis pointed out a typographical error on page 6, paragraph 2. City Clerk Robyn Fulks stated she would make that correction as noted.

Councilmember Boultinghouse recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Rock Creek Channel Preliminary Project Study Report (Woodson to Outlook)

Public Works Superintendent Brent Morton introduced the item and mentioned that Brad Schleeter from Olsson was here this evening to provide a brief presentation. Mr. Morton noted that the County's Stormwater Management Program (SMP) completed a watershed masterplan in 2022 looking at the watershed as a whole rather than on a city by city basis. That masterplan was

used to complete focus areas for flooding, erosion, hydromodification and water quality. One was in Mission, between Woodson and Reeds Road, and it a 4.4 out of 5 (5 being the highest) risk score for flooding. The County's funding program requires a preliminary project study (PPS) be completed to apply for 50% funding from the County for design and construction of any project. Council approved a task order with Olsson in September of 2022 to complete the PPS for submission. It has now been completed with four options for consideration. Staff recommends alternative three, lowering the creek channel from Woodson to Reeds, upsizing box culvert at Woodson and upsizing bridges at Reeds and Outlook as well. The bridge improvements, specifically, would be a huge benefit for the city as those two bridges faired the worse on the bridge inventory that Mr. Morton just received. Both are rated at a 6 which indicates needs, however there aren't many funding help options for those bridges in a city the size of Mission, so getting those with the 50% funding from the County would be extremely helpful.

Mr. Morton explained that estimated total project cost is \$9,300,000.00 and is in the CIP for design 2025 and construction in 2026. Submitting the PPS is the first step to get on the County's list for projects. The list is currently short which and he believes that gives Staff a good opportunity for the 2025/2026 timeline. Mr. Morton reviewed that this is just the project study to provide solutions before the project goes to design.

Councilmember Kring asked if, as the project moves forward, will Mr. Morton share the rest of the bridge inventory. Mr. Morton assured her he will be bringing that back in January for review.

Councilmember Davis asked if the Johnson Drive interceptor has ever had to be cleaned out. Mr. Morton answered that Staff has not had to clean it. It is inspected and upon last inspection there were no issues. He said it could happen if a large water main were to fail, but otherwise he wouldn't see any issues in the future. Councilmember Davis also thanked Mr. Morton for making updates to the report that he had asked for.

Councilmember Thomas asked about the choice of Staff for alternative three over alternative four as recommended in the study. Ms. Smith explained that the report had been updated prior to the meeting to with Olsson's recommendation of alternative three. She noted that Mr. Schleeter will address that in his presentation. Ms. Smith stated that this process has been a learning experience for all parties, even the folks at the County.

Brad Schleeter from Olsson introduced himself and the PPS for the stretch of Rock Creek between Lamar and Nall. He noted that the study is preliminary, and the main point is to identify the risks in terms of flooding, and identify potential solutions with cost, and provide a recommendation to be approved by the County and funded before a project moves into the design phase.

Mr. Schleeter began by giving some background on the project, showing a map from the County that illustrates the watershed approach with the county split into six areas with the hopes that projects would not be competing against other cities but rather by watershed organization representatives to help with vetting and prioritizing projects so that the best projects are brought forward. This is a new process for the County so there are kinks still being worked out. One change he emphasized from the old approach was the solutions had to address all of the flooding in order to be considered. This new process to hopefully capture larger projects are graded and scored based on risk reduction now. Mr. Schleeter next showed a map from the Watershed Master Plan that shows risk focus area for Watershed Area 1, which looked at risks in four different categories. This was one area with enough risks that put the area at number two on the list. Mr. Schleeter circled the study area for the Committee. He next showed the study figure that was developed by his team. The risk focus maps covered a larger area, with their project focused on the specific area of Rock Creek and addressing the risks in that area.

Olsson began by analyzing the area which is the first step in the process. Some modeling was updated, which ended up being rather complicated. A recreation of the run off of the site was made, along with updates to the hydraulic model to show how the run off moves throughout the creek channel. Neither of those were up to date and usable. Mr. Schleeter reviewed the information used, and identified each marking on the map. His team looked at several things that could reduce risk, specifically in Rock Creek, such as upsizing culverts, widening channel, replacing the current channel with vegetated slopes, realigning the channel, lowering it, extending the interceptor at Johnson Drive to the west, and the potential for upstream detention. All were reviewed for what impact they could have and if they would move the needle as far as reducing risk. This figure represents the solutions identified to move forward as alternatives. Four alternatives were offered in this project. Alternative one is least effective and alternative four is most effective when evaluating only the risk reduction score. What Olsson and Staff learned from the County in a recent meeting was that risk reduction score and the cost-efficiency factor would both be considered in the County's funding decisions.

Mr. Schleeter then described the solutions or alternatives which included:

Alternative 1 – creating a uniform channel section. Currently the section has many different sections, this alternative would create a uniform channel section from Woodson to Reeds Road as a focus area. Lowering of the channel one to two feet in that area is also included along with upsized culverts.

Alternative 2 – all of Alternative 1 plus the extension of the Johnson Drive interceptor from Lamar to Metcalf. Extending the interceptor line provides diversion of the flow that is going to the creek now and sending that downstream which helps with flow and reduce water levels.

Alternative 3 – all of Alternative 1, plus both upsizing and lowering the culvert at Woodson and Martway.

Alternative 4 – all of Alternative 3 plus the extension of the Johnson Drive interceptor from Lamar to Metcalf.

Mr. Schleeter showed results figures from the report in hopes of showing the potential results overlaid over each other and the amount of risk reduction benefit for each alternative. He next pointed out channel bottom data lines in a graph that show lowering the channel in the area, with another focus on the Woodson culvert also being lowered. He noted that the benefit of the Johnson Drive interceptor, flow is moved to lower the flood profile. The two alternatives that don't include extending the interceptor have higher profiles (alternatives 1 and 3). The extension of the interceptor redirects a portion of the flow. He sees a reduction of 5-6' in the 100-year water levels, which is a significant change. He finished up by showing tables of risk calculation and cost by alternative. He highlighted that the change in risk number is the main number for these purposes. That number is calculated by reviewing many pieces of input. Cost is divided by change in risk to determine if it's cost efficient and finding the right balance. Very high costs or very low risk change will affect that rating. He believes that selecting an option with a lower cost-efficiency factor is the best way to present the project.

Ms. Smith added that, after meeting with County staff and walking through the program and the PPS, Staff talked about what the County would be looking for. What Staff heard from them was that funding Alternative 4 would be harder for them to fund because of the lower cost-efficiency rating. She talked about the

interceptor and thinking about the next phase of Johnson Drive and evaluating whether extending that would be a good investment at a significant cost as part of the Johnson Drive Phase II project. The County had some hydroamidation concerns about extending the interceptor as well. Extending the interceptor only removed one house from the flood plain. Ms. Smith also noted that this is helpful with the Johnson Drive Phase II project to check the interceptor as they move forward. Ms. Smith also shared that Staff met with the consultants for the Planning Sustainable Places Grant for the Rock Creek corridor and have talked through those options and understanding the limits of that project and how improvements can be made aesthetically. The timing is working out well with knowing the limits of the channel as they suggest implementation projects for that stretch.

Councilmember Kring noted that it is hard to sell underground water improvements as those are not things that the community sees. She asked for help to ensure the public understands what's going on as she feels that is a benefit to the choice made.

Councilmember Thomas noted that, while she knows the design phase is a way off, she would love to see better engagement with that section of the channel for pedestrians and to have it greener and more walkable.

Councilmember Loudon echoed Councilmember Thomas's comments and would like a more natural look for the area. Ms. Smith stated that message has been heard very clearly. Although the channel requires a hardened solution, there are still many opportunities to beautify along the trail and to introduce green infrastructure projects, and more green space in general.

Mr. Scott shared that boards are out in the lobby about the Planning Sustainable Places project for review.

Mayor Flora asked for a brief explanation from Mr. Schleeter of what green infrastructure is and why it may not work in this particular area.

Mr. Schleeter replied that the main function of this section of the channel is for conveyance. Therefore, whatever done has to allow for that otherwise the root problem of flooding won't be able to be addressed. Other things can be done, but channel capacity is the main driver for lowering the water surface. Opening up the channel and laying back the sides impact redevelopment, existing properties and anything slated to happen along that corridor. The slopes that

are concrete are very deep and that would widen the stretch of the channel. He believes that there would be very minimal water quality benefit to add green infrastructure to his area. Green infrastructure is better suited for small scale areas more so than an area like this one.

Councilmember Loudon asked Mr. Schleeter to speak to the benefits of lowering the channel. He replied that the benefit is adding capacity by lowering the bottom level for more depth. The limitation is the bedrock in the southern part of the channel. Primary lowering is upstream of Outlook, which is right around the bedrock transition. Lowering is just above the rock layer.

Councilmember Thomas stated that the Sustainability Commission recently discussed the idea of a sustainability lens to a project like this, which she believes is a great opportunity to think about sustainability when the project proceeds to the design phase and how to capture this investment as a green investment and is climate centric.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Councilmember Chociey confirmed that recommended taking Alternative 3 to present to the County for approval would be the recommendation and everyone agreed.

Powell Community Center (PCC) North Bathrooms Remodel

Parks + Recreation Director Penn Almoney presented to the Committee a contract for remodeling of the north bathrooms at the Powell Community Center. Mr. Almoney explained that the bathrooms were installed in 2004 during the expansion of the center. They sustain a lot of use and wear and tear. Floors, counters and dividers need replacement. The restrooms add value to the facility, and these would have a large impact on adding value. These changes along with the center's strong brand identity will help drive rentals in the center. The project was part of the 2023 CIP for \$35,000.00. The upgrades include metallic epoxy flooring which mimics marble, stone countertops, polymer dividers and industrial hinges. The touchless fixtures recently installed will remain in the restrooms. Mac General Contracting had the lowest and most responsive bid at \$35,400.00. They have recently worked in other local community centers and can complete the work in a three-week window. Anticipated installation will be during spring break in March of 2024 and funds will come from the Parks + Recreation Sales Tax.

Councilmember Kring asked if that timing would interfere with increased use of the center during spring break. Mr. Almoney noted that they typically see lower attendance during the spring break time. Staff did discuss the timing, however they did not feel like doing the work during the annual two week August closure was appropriate due to timing, rental use numbers and desire to complete the project soon.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Powell Community Center (PCC) Steam Sauna Retiling

Mr. Almoney's final action item of the night was for consideration of retiling of the steam sauna at the community center. The current tile was installed in 1999 and has been the most durable areas in the natatorium. Grout lines have been redone, however tile exposure is causing issues. Staff considered many factors when they chose the new tile. The lowest and most responsive bid was from Alex Tile and Floor for \$12,960.00. The vendor has experience in residential and commercial settings. The vendor did not see any extra issues; however, he did add a buffer of \$4,000.00 into his bid in case those issues arise. The work will be completed over six days in January.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

CARS Agreement for the Roe Avenue (Johnson Drive to 63rd Street) **2024 CARS Project**

Mr. Morton presented the 2024 CARS project, Roe Avenue between Johnson Drive and 63rd Street, which is a rehabilitation project. There will be asphalt treatment, spot curb and gutter replacement, an added sidewalk on the east side of Roe to connect with Johnson Drive, a new traffic signal with buyout from Evergy and upgraded features, pavement markings and corrugated metal pips through the County's funding system for pipes. There is not a full overhaul so no stormwater will be torn up, but taking out potential problem pipes will happen. The interlocal signifies the County's involvement with a 50% cost share, which the City does not always get. Because multiple cities are participating in this project the 50% cost share was available. Mr. Morton shared that the

project is with KDOT currently for traffic signal review and to review some right-of-way issues. He is hoping to have the project out to bid at the first of the year and begin work in March of 2024.

Councilmember Chociej commented that on behalf of some constituents, they would love to see sidewalks along the Gateway parcel taken care of, but he knows Staff concerns about that and it is not workable. He's hopeful that the Gateway site is able to have a sidewalk installed soon. Ms. Smith agreed and stated that the sidewalk piece is identified in the bike/ped plan and Staff does want to see that piece installed when it can be.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Discussion Items

There were no discussion items for the Committee.

Department Updates

There were no department updates for the Committee.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 8:11 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	January 10, 2024
PUBLIC WORKS	From:	Brent Morton

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

RE: Traffic Signal Maintenance Services

RECOMMENDATION: Approval of a traffic signal maintenance contract with Black & McDonald at an annual cost of \$48,162.78.

DETAILS: The City owns and operates eight traffic signals and four pedestrian beacons, and maintenance of these devices is provided through a third-party contractor. The traffic signal maintenance service contract establishes a preventative maintenance program, as well as on-call services for traffic signal maintenance and emergency repairs. The locations of the signals and beacons are identified below:

<u>Signals</u>	<u>Pedestrian Beacons</u>
Shawnee Mission Parkway/Roeland Drive	Johnson Drive/Beverly
Shawnee Mission Parkway/Nall	Johnson Drive/Reeds
Martway/Broadmoor	61st St/Broadmoor Street
Johnson Drive/Broadmoor	56th St/Broadmoor Street
Johnson Drive/Lamar	
Johnson Drive/Woodson	
Johnson Drive/Nall	
Foxridge Drive/Lamar Ave	

Work is performed on a monthly, quarterly, semi-annual, and annual basis with specific duties outlined in the contact documents. Reports are provided monthly to document all activities. The contract has an initial two-year term with two one-year renewal options.

On December 4, 2023, bids were received for these services. There were two responsive bidders, with Black & McDonald. submitting the lowest and most responsive bid. The results are included in the table below.

Bidder	Unit Price
Total Electric Contractors Inc.	\$13,530 quarterly \$54,530 annually
Black & McDonald	\$12,040.70 quarterly \$48,162.78 annually

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-201-12 Traffic Signals
Available Budget:	\$50,000

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	January 10, 2024
PUBLIC WORKS	From:	Brent Morton

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

This contract also provides pricing for supplemental services, which are outside the scope of the preventive maintenance services. These services are billed at set rates for labor and equipment. Materials are billed at direct material cost.

Black & McDonald has been the City's street light maintenance contractor for the past 15 years and provide quality services. Staff recommends approval of a traffic signal maintenance contract with Black & McDonald at an annual cost of \$48,162.78.

CFAA CONSIDERATIONS/IMPACTS: This service provides assurance that all traffic signals and crosswalks are operating correctly for safe pedestrian travel throughout the City.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-201-12 Traffic Signals
Available Budget:	\$50,000



Request for Proposals

For

Traffic Signal Maintenance Services

Published: 11-8-2023

Proposals Due: 12-4-2023



6090 Woodson Street
Mission, KS 66202
913-676-8375
www.missionks.org

November 6, 2023

To whom it may concern,

The City of Mission, Kansas is accepting proposals from qualified firms to maintain the City's traffic signals and pedestrian beacons. The selected firm will be responsible for ongoing preventative maintenance tasks for a flat annual fee, and will provide callout service for malfunctioning signals on a labor/ parts / equipment basis. The initial term of the agreement is two years, from March 1, 2024 to March 1, 2026, with two additional one-year options to renew.

The City maintains a limited number of traffic signals, as many of the City's signals are owned and maintained by Evergy. Signals operated by the City are of varying ages ranging over 30 years old, and use a variety of signal controller manufacturers and detection methods. The signals have not previously been the subject of a preventative maintenance program or a regular replacement schedule. While the City intends to replace and standardize traffic signal equipment over time, the selected firm must be capable of servicing a variety of traffic signal equipment.

Interested firms are specifically directed to the **Specifications** section of this document, which describes the City's annual maintenance program and performance expectations for the selected firm, as well as **Appendix A**, which lists the traffic signals within Mission that are the responsibility of the City.

Proposals are due no later than **Monday, December 4, 2023 by 2pm** to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

Proposals must include a list of references, personnel qualifications and certifications, and a schedule of labor and equipment costs. Full instructions can be found in the **Instructions to Bidders** and the Bid Form. Please contact Brent Morton, Superintendent of Public Works, with any questions via e-mail at bmorton@missionks.org.

Sincerely,

Brent Morton
Superintendent of Public Works

CITY OF MISSION
CONTRACT DOCUMENTS
TRAFFIC SIGNAL MAINTENANCE SERVICES
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Instructions to Bidders	1-1 to 1-6
Bid	B-1 to B-3
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General Conditions	G-1 to G-13
Specifications	S-1 to S-4
Exhibit A: City Owned Traffic Signals	1 Sheet

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Bids for **TRAFFIC SIGNAL MAINTENANCE SERVICES** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:00 p.m. local time on **Monday, December 4, 2023**. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES.**" Contractors desiring the Bidding Documents for use in preparing bids may obtain a set of such documents from the City of Mission website or email: bmorton@missionks.org with **subject line reading "BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES."** Proposers should specifically note the City of Mission prefers questions be submitted by email.

The City shall not be responsible for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the source indicated above. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

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

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

All respondent shall verify that they have considered all written addenda. The City shall not be responsible for oral instructions.

Any written addenda issued during the time allotted for responses shall be covered and included in the proposal. There will be no clarifications or exceptions allowed on the proposal. Proposals are for a total proposal package, total contract price.

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

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

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

Publish: *Legal Record*

Tuesday, November 14, 2023

INSTRUCTIONS TO BIDDERS

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

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

18-2. **DEFINITIONS:**

- a. All definitions set forth in the General Terms and Conditions or in other contract documents are applicable to the Bidding Documents.
- b. "Alternative Bid" (or "Alternate") means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- c. "Base Bid" means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- d. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
- e. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.
- f. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
- g. "City" means the City of Mission, Kansas.
- h. "Contractor" shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.
- i. "Successful Bidder" means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.

- j. "Unit Price" means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

18-3. **BIDDER'S REPRESENTATIONS:** Each Bidder by making its Bid represents that:

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

18-4. **BIDDING DOCUMENTS:** Bidders may obtain complete sets of the Bidding Documents from the City as provided in the Notice to Bidders. The City shall not be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of the Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

18-5. **DEFECTS IN BIDDING DOCUMENTS:** Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City and/or the Consultant at least seven days prior to the date for receipt of Bids.

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

- 18-6. ADDENDA: Written addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

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

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

18-7. INSURANCE:

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

Bidders are referred to Article GC-18 of the General Terms and Conditions for additional insurance information.

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

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

- c. Commercial General Liability: This insurance shall protect the contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or subcontractors

Limits-

General Aggregate	\$2,000,000/policy limit
Products Liability/Completed Operations	\$1,000,000/occurrence
	\$2,000,000/policy limit
Broad Form Contractual Liability	\$1,000,000/occurrence
	\$2,000,000/policy limit

Policy MUST include the following conditions:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

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

Limits (Same as Commercial General Liability) -
Combined Single Limits, Bodily Injury and Property Damage - Each
Accident:
\$1,000,000/policy limit

Policy MUST include the following condition:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

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

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

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

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

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

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

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

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

IB-8. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-9. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

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

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

IB-10. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-16 of the General Conditions.

IB-11. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any Successful Bidder-Contractor domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by the City that the apparent lowest and best Bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such Contractor's Bid complies with this state law requirement.

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

IB-12. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-27 of the General Conditions.

18-13. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply

with these statutory requirements. Form ASA 51-15 for appointment of a service agent is enclosed as part of the Bidding Documents

- IB-14. SUBCONTRACTING: As provided in Article GC-15, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.
- 18-15. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

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

BID

TRAFFIC SIGNAL MAINTENANCE SERVICES

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

The City shall not be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST\$	COST\$
1	Traffic Signal Preventative Maintenance	Intersection	8	4960.00	39,680.00
2	Pedestrian Beacon Preventative Maintenance	Crossing	3	2120.00	6,362.31
3	Flashing Stop Sign System Preventative Maintenance	Intersection	1	2120.47	2120.47

*** See attached exclusions & clarifications.

TOTAL BID \$ 48,162.78

ATTACH THE FOLLOWING:

- Schedule of Labor and Equipment Rates for Supplemental Services.
- A list of personnel to be utilized in the contract who are currently certified in the maintenance, operation, and / or design of traffic signals by the International Municipal Signal Association (IMSA) or a similar organization.
- A list of no fewer than two (2) references for Municipal Traffic Signal Maintenance. The list shall include organization name, year work performed, contact name, phone number, and e-mail for each reference so listed.

FAILURE TO INCLUDE THESE MATERIALS CONSTITUTES AN INCOMPLETE BID SUBJECT TO REJECTION.

Bidders Initials 

with these statutory requirements. Form ASA 51-15 for appointment of a service agent is enclosed as part of the Bidding Documents

- IB-14. SUBCONTRACTING: As provided in Article GC-15, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.
- 18-15. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

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

1. The undersigned further agrees to begin work on March 1, 2024 and to provide Annual Maintenance and Supplemental Services for the Traffic Signals through February 28, 2026. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term.

The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

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.
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 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 addenda issued (please list) _____

Addendum #1

Bidders Intials _____



Dated in Kansas City, MO This 4th day of December, 2023

Custom Lighting Services, LLC
dba Black + McDonald

Contractor

ELYSSA PADELLI
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 05/26/2025
Commission # 21432428

(SEAL)

Elyssa Padelli
Jackson County
Missouri
expires 05-26-2025

Jennifer L. Mathes

Signature

Jennifer L. Mathes

Printed Name

manager, St. Louis Maint. Svs.

Title

4001 E Front St.

Street Address or PO Box

Kansas City, MO 64120

City, State, Zip

816-483-0257

Telephone Number

816-483-2111

Fax Number



mission
Kansas

November 22nd, 2023

TRAFFIC SIGNAL AND PEDESTRAIN BEACON MAINTENANCE SERVICES

ADDENDUM NO. 1

CONTRACT BIDDERS:

Enclosed is **Addendum No. 1** to the above referenced contract documents. Please execute and attach this **Addendum No. 1** to your bid sheets.

If you have any questions, please contact the undersigned.

City of Mission Kansas Public Works Superintendent

Brent Morton

bmorton@missionks.org

BM 12/4/23



mission
Kansas

CITY OF MISSION KANSAS

TRAFFIC SIGNAL AND PEDESTRAIN BEACONS MAINTENANCE SERVICES

ADDENDUM NO. 1

Clarification Item:

Item 1: Under the bid items (B-1) the traffic signal and pedestrian beacons will be paid in **per unit cost** and **per cost** in (4) quarterly installments per annum.

Specifications:

Item 1: In specifications and Scope of Work please reference the section Traffic Signal/Pedestrian Beacon-Preventive Maintenance (SC-2) on page SC-1 regarding the preventive maintenance requirements and how the flat rate fee agreed to on the bid in four (4) quarterly installments per annum is specified.

Black & McDonald – Traffic Signal Maintenance Bid

Bid Exclusions and Clarifications:

1. 'LED Replacement' under preventative maintenance does **NOT** include replacement of LED Stop Signs or RRFB LEDs, but only LED Signal Head Bulbs. Pricing for those items can be provided if scope is defined at a later date.
2. 'LED Intensity evaluation for output compliance' will be a **visual inspection only** as no specifications were provided for alternative testing or processes to follow. Pricing can be provided if scope is defined at a later date.

AM 12/4/23

**Black & McDonald
Traffic Signal Contracts- Within in the past 3 years**

<u>Customer</u>	<u>Services</u>	<u>Contact</u>	<u>Job Status</u>
City of Kansas City, MO 5301 Municipal Kansas City, MO 64120	Traffic Signal Maintenance (9 years; 41 Traffic Signal Intersections) Inventory of Traffic Signal components, troubleshooting, repair work, make safes, programming	Sam Akula 816-513-9861 sam.akula@kemo.com	In Progress, Expires 4/30/2028
City of Leawood, KS 4900 Town Center Dr Leawood, KS 66211	Streetlight & Traffic Signal Maintenance (14 years; 3,807 lights, 29 signal intersections) Group Relamping, Spot Relamping, Repair Services, LED Projects, 24x7 Call Center, Asset Management, Dispatch Services, Traffic Signal Repairs Material Management, Warranty Tracking, Field Auditing, Construction Services	David Ley 913-663-9131 davidl@leawood.org	In Progress, Expires 12/31/2024
City of Liberty, MO 101 E. Kansas Liberty, MO	Traffic Signal Maintenance (3 years; 15 signal intersections) Inventory of Traffic Signal components, Troubleshooting, Repair work, Make safes, Programming	John Findlay 816-439-4507 jfindlay@libertymo.gov	In Progress, Expires 02/28/2024
City of Gladstone, MO 4000 NE 76th Street Gladstone, MO	Traffic Signal Maintenance (3 years; 13 signal intersections) Inventory of Traffic Signal components, troubleshooting, repair work, make safes, programming	Steven Query 816-423-4160 steveq@gladstone.mo.us	In Progress, On-Demand
City of Roeland Park, KS 4600 W 51st St Roeland Park, KS 66205	Streetlight Maintenance, Traffic Signal Maintenance (4 years; 673 lights; 4 intersections) Group Relamping, Spot Relamping, Repair Services, 24x7 Call Center, Asset Management, Dispatch Services, Material Management, Warranty Tracking, Field Auditing, Construction Services	Donnie Scharff 913-722-5435 dscharff@roelandpark.org	In Progress, Expires 12/31/2023
City of North Kansas City, MO 2010 Howell North Kansas City, MO 64116	Traffic Signal Maintenance and Streetlight Maintenance (3 years; 13 signal intersections) Inventory of Traffic Signal components, troubleshooting, repair work, make safes, programming, Streetlighting repair & maintenance	Chris Cooper 816-274-6004 ccooper@nkc.org	In Progress, On-Demand

Black & McDonald

IMSA Certified Technicians

<u>Name</u>	<u>Certificate Level</u>	<u>Date of Expiration</u>
Daniel Moser	Signal Tech 2	4/30/2024
John Bickel	Signal Tech 2	4/30/2024
Carson Wood	Signal Tech 2	4/30/2024
Douglas Olander	Signal Tech 2	4/30/2024
Bill Langford	Signal Tech 2	4/30/2024
Jerry Prochko	Signal Tech 2	4/30/2024



BLACK & MCDONALD
CITY OF MISSION, KS - TRAFFIC SIGNAL MAINTENANCE AGREEMENT
Effective 11/01/2023 thru 08/31/2024

LABOR CLASSIFICATION	STRAIGHT TIME RATE	OVERTIME RATE	DOUBLE TIME RATE
General Foreman	\$ 129.62	\$ 181.10	\$ 240.03
Line Foreman	\$ 124.36	\$ 173.60	\$ 229.96
Journeyman Lineman	\$ 113.82	\$ 158.59	\$ 209.83
7th Step Apprentice	\$ 103.29	\$ 143.58	\$ 189.70
6th Step Apprentice	\$ 98.02	\$ 136.07	\$ 179.63
5th Step Apprentice	\$ 92.76	\$ 128.57	\$ 169.56
4th Step Apprentice	\$ 87.49	\$ 121.06	\$ 159.50
3rd Step Apprentice	\$ 82.22	\$ 113.56	\$ 149.43
2nd Step Apprentice	\$ 76.96	\$ 106.05	\$ 139.36
1st Step Apprentice	\$ 71.69	\$ 98.55	\$ 129.29
Heavy Equip. Operator	\$ 103.50	\$ 143.88	\$ 190.10
Bore Crew Foreman	\$ 101.90	\$ 141.59	\$ 187.03
Small Equip. Operator	\$ 86.14	\$ 119.14	\$ 156.92
Groundman	\$ 73.46	\$ 101.07	\$ 132.67

Labor Rates escalate annually in September based on IBEW Local 53 Agreement changes.

BLACK & McDONALD EQUIPMENT PRICING

Effective September 1, 2023 thru August 31, 2024

EQUIPMENT DESCRIPTION	Hourly Rate
TRUCKS	
1/2 Ton Pickup	\$ 10.05
3/4 Ton & 1 Ton Pickup	\$ 12.37
Mechanic / Welder Truck	\$ 22.65
37' Bucket Truck	\$ 23.12
55' Bucket Truck	\$ 25.40
65' Bucket Truck	\$ 37.63
85' Bucket Truck	\$ 56.71
105' Bucket Truck	\$ 81.45
65' Elliot	\$ 36.57
85' Elliot	\$ 51.50
110' Elliot	\$ 65.00
Digger Derrick Distribution (< 16k LBS - 42' Shive)	\$ 27.00
Digger Derrick 3060 / 4060 (> 16k LBS - 50' Shive)	\$ 43.70
Mini-Derrick / Backyard Machine	\$ 39.00
Pressure Digger	\$ 55.00
1.5 Ton Flatbed Truck - Small Flatbed	\$ 18.53
>1.5 Ton Flatbed Truck - Large Flatbed	\$ 23.96
Road Tractor	\$ 40.27
Dump Truck - Single Axle - < 6 Cubic Yards	\$ 18.53
Dump Truck - Tandem Axle - 10-14 Cubic Yards	\$ 26.08
CRANE	
Truck Crane (23-30 Ton)	\$ 66.00
Truck Crane (38 Ton)	\$ 74.19
Truck Crane (40 Ton)	\$ 99.71
PULLING EQUIPMENT	
4 Reel Rope Rig - Small (Spider)	\$ 30.00
4 Reel Rope Rig - < 4k LBS	\$ 38.00
4 Reel Rope Rig - > 4k LBS	\$ 65.00
Single Drum Puller - Small - Morgan Stand	\$ 16.50
Single Conductor Bull Wheel Tensioner	\$ 28.92
Single Drum Underground Puller - 6k LBS	\$ 41.77
Rodder Truck	\$ 86.00
Powered Self Loading Reel Trailer	\$ 68.80
Powered Self Loading Reel Truck	\$ 150.00
EXCAVATORS	
4x4 Rubber Tire Backhoe Loader	\$ 22.00
Track Hoe (CAT 320 or equivalent)	\$ 70.00
Breaker - Track Hoe (CAT 320 or equivalent)	\$ 50.00
Track Hoe (CAT 315 or equivalent)	\$ 49.77
Breaker - Track Hoe (CAT 315 or equivalent)	\$ 30.00
Track Hoe (CAT 308 or equivalent)	\$ 41.00
Breaker - Track Hoe (CAT 308 or equivalent)	\$ 25.00
Rubber Tired Trencher - Small	\$ 30.68
Rubber Tired Plow - Large	\$ 39.30
Rock Wheel Trencher (Vermeer RTX1250 or Equiv.)	\$ 160.00
Mini Excavator (CAT 304 or equivalent)	\$ 18.45
Vacuum Excavator - trailer mounted	\$ 31.50

Equipment rates shall be escalated 1% per year

BLACK & McDONALD EQUIPMENT PRICING

Effective September 1, 2023 thru August 31, 2024

EQUIPMENT DESCRIPTION	Hourly Rate
DIRECTIONAL DRILLS	
Directional Boring Machine (1220 or equivalent)-Incl trailer/water tank	\$ 63.00
Directional Boring Machine (2020 or equivalent)-Incl trailer/water tank	\$ 83.00
Directional Boring Machine for Rock-Incl trailer/water tank	\$ 172.50
TRAILERS	
Utility Trailer	\$ 5.43
Float Trailer / Van Trailer	\$ 8.00
3 Axle 50 Ton Lowboy Trailer	\$ 12.50
Pole Trailer - Distribution	\$ 7.36
Pole Trailer - Transmission	\$ 13.20
Single Reel Wire Trailer	\$ 7.36
Four Reel Brake Trailer	\$ 20.10
UG Emergency Cable Trailer	\$ 35.50
Manhole Trailer	\$ 13.00
Thumper Trailer (minimum 4 hour charge)	\$ 80.00
Enclosed Splice Trailer (Fiber Splicing)	\$ 30.00
MISC.	
Skid Steer Loader (Rubber Tire)	\$ 14.09
Skid Steer Loader (Track)	\$ 21.34
ATV / Side by Side w/ trailer	\$ 12.00
Air Compressor - 185cfm	\$ 12.50
Concrete Saw - Walk Behind 65hp (blades are extra)	\$ 16.25
Flasher Arrow Board	\$ 6.31
Fault Wizard	\$ 9.50
VLF Tester (minimum 4 hour charge)	\$ 45.00

Equipment rates shall be escalated 1% per year

Hi Brent,

For clarification, the bid for 2024 Traffic Signal Maintenance Services was quoted as an annual price, not a quarterly price. Sorry if I interpreted that incorrectly.

Thank you,
Jennifer

JENNIFER MATHES | Department Manager, Streetlight Maintenance & Asset Management
Black & McDonald Limited
Tel: (816) 410-8633 | Fax: (816) 483-2111 | Cell: (816) 215-6509
6001 Front St, Kansas City, MO 64120



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CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____,
20___, by and between the City of Mission, Kansas, hereafter the "City" and _____

_____ hereinafter the "Contractor".

WITNESSETH:

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **TRAFFIC SIGNAL MAINTENANCE SERVICES** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All

terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

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

ARTICLE 111. The Contractor shall commence work on March 1, 2024 and provide Traffic Signal Maintenance Services for the City through February 28, 2026. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term. The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

By _____

Laura H. Smith
City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

Dave Martin
City Attorney

Contractor

By _____

Title _____

(SEAL)

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

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FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

GC-1 CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, tools, equipment and transportation necessary for the completion of the Work in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Terms and Conditions, the Scope of Work and all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties) necessary to make clear the intent of the Contract Documents (and, in particular, the Scope of Work), and the Bidding Documents. It is understood that the Work shall be carried out fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Terms and Conditions and the Scope of Work, in which case the Scope of Work shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.

The Contract Documents as enumerated herein form the Contract for The Work. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

GC-2 DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.

3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the Notice to Bidders, if applicable, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents,

Including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

4. "City" shall mean the City of Mission, Kansas.
5. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.
6. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
7. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-16 for definition of "Contractor".)
8. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents.
9. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.
10. "Final Acceptance" shall mean the date when the City accepts the Work as completed in accordance with the Contract Documents and the completed work can be utilized for the purposes for which it is intended and the Contractor is entitled to final payment.
11. "General Requirements" shall mean those provisions of the Scope of Work which apply to the entire Work.
12. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.
13. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.
14. "Scope of Work" shall mean those portions of the Contract Documents consisting of a written description of the Work to be completed including, but not limited to, methodology, process, performance specification, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
15. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

16. "The Work" shall mean the work to be done necessary to complete the task required of the Contractor by the Contract Documents, and includes all labor, materials, tools, equipment and transportation necessary to complete such tasks in accordance with the Contract Documents.

17. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City.

18. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

19. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

GC-3 DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including, but not limited to, the Plans, Specifications and other documents or the Work, Contractor shall, notify the City in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the Consulting Engineer without any increase in the cost of the Work. The Contract Documents shall be appended to all contracts between the Contractor and any Subcontractor or any more remote tier Subcontractor, and such Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4 BID

The Contractor acknowledges and agrees that the unit prices and/or lump sum prices shown in the Bid contemplate the completion of the Work in conformance with the Scope of Work. Any item or items required for completion of the Work for which a specific unit price and/or lump sum price is not provided shall be included in the price for the closest applicable items.

GC-5 COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor two complete set of the executed Contract Documents.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for Contractor. All models and calculations are the property of City.

GC-6 PERMITS AND NOTICES

(a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.

(b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

(c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility.

GC-7 GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(c) The Contractor shall be solely responsible for and have complete control and charge of means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

(f) Any plan or method of Work suggested by the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City will assume no responsibility therefor.

GC-8 CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-9 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:
LIABILITY

(a) Contractor shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

(b) Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property and life.

(c) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(d) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

(e) All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Control Devices, as amended, or any other applicable statutes or ordinances.

GC-10 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

GC-11 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during Work. The Contractor shall comply with any local, state, or federal regulations which apply to this matter in the geographical area of the Work. No separate payment will be made for performing dust control or for applying water for this purpose.

GC-12 INSPECTION OF WORK

(a) City shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(d) The City shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Specifications, and any of the Work not so completed shall be made good by the Contractor at its own expense.

GC-13 INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

GC-14 SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-15 ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract

Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract Bid, the successful Bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

The City's designated representative shall, prior to City's approval of the Contract Bid, notify the successful Bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its Bid, and the City shall either rebid the Project or accept the next best lowest and responsible Bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

GC-16 INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), 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.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from 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 negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this Article shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

GC-17 DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days of first becoming aware of the cause of the dispute. No dispute resolution shall be a condition precedent to any legal action.

GC-18 INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in Section 18-7 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified

in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to Article GC-19.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-16.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

GC-19 RIGHT OF CITY TO TERMINATE CONTRACT

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for actual cost of Work completed to date of termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-20 CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-21 PAYMENTS

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper invoice from the Contractor for work completed.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

GC-22 PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any request for payment to the extent necessary to protect City from loss on account of:

- (a) Incomplete Work or Defective Work not remedied;
- (c) Damage to City; or
- (d) A breach of this Contract.

GC-23 ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-24 COMPLIANCE WITH LAWS

The Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-25 SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

(b) Contractor is expected to establish and enforce a comprehensive safety program for the protection of its personnel, its Subcontractors' personnel, City's employees and all other

persons exposed to hazards resulting from Contractor's operations. Items to be included, but not necessarily be limited to, are:

- (1) Personal protective equipment;
- (2) First aid - personnel and facilities;
- (3) Arrangements for medical attention;
- (4) Sanitary facilities;
- (5) Fire protection;
- (6) Signs, signals and barricades;
- (7) Security regulations;
- (8) Safety inspections;
- (9) Designation of persons responsible for the program;
- (10) Reporting forms and procedures;
- (11) Material handling and storage;
- (12) Lines of communication;
- (13) Determination of potential hazards;
- (14) Personnel safety meetings and education;
- (15) Access to work areas;
- (16) Subcontractors involvement in the program;
- (17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

GC-26 WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

GC-27 NON-DISCRIMINATION/OTHER LAWS

- (a) The Contractor agrees that:
 - (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have

breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- (A) Who employs fewer than four employees during the term of such contract; or
 - (8) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

GC-28 FEDERAL LOBBYING ACTIVITIES

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

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the Contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other Contract Documents. It is the responsibility of the general Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-29 RECORDS

Contractor shall maintain copies of records pertaining to the construction of this Project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-30 TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-31 NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other or subsequent breach.

GC-32 SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-33 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

GC-34 VENUE

Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

SPECIFICATIONS AND SCOPE OF WORK

SC-1. 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, 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.

SC-2. TRAFFIC SIGNAL/ PEDESTRIAN BEACON - PREVENTATIVE MAINTENANCE

The Contractor shall perform the following tasks at the interval specified for each program of preventative maintenance. The flat rate fee per intersection agreed to on the bid shall be full compensation for furnishing all materials, labor, equipment, tools, supplies and incidental related items necessary to complete all programs of preventative maintenance. The Contractor shall submit to the City an accurate record of the work completed at monthly intervals, and shall be paid the balance of the flat rate fee agreed to on the bid in four (4) quarterly installments per annum.

A. MONTHLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis each calendar month:

1. Signal Controller
 - a. Visually inspect for proper operation
 - b. Verify controller display proper operation
 - c. Verify proper timing and coordination
 - d. Verify all phases on recall
2. Detectors and Loops
 - a. Visually inspect for exposed wires, crack, and/or pot holes
 - b. Check and tune detector amplifiers
3. Signal & Pedestrian Heads
 - a. Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - b. Check overall intersection operation
 - c. Check that all pedestrian signals are in good condition and aimed properly
 - cl. Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
4. Pedestrian Push Buttons
 - a. Visually inspect and note condition
 - b. Actuate each button for proper operation
5. Radio Communication (where applicable)
 - a. Check operation - is timing clock correct
 - b. Visually inspect cables, antenna, and other hardware
6. Pre-Emption (where applicable)
 - a. Actuate pre-empt to check operation

- b. Visually inspect cables, antenna, and other hardware
- 7. Battery Backup Systems
 - a. Test battery charge
- 8. Miscellaneous
 - a. Check PG&E meter seal
 - b. Visually inspect pull box lids
 - c. Visually inspect mast arms, signal housings, and other signal hardware
- 9. Night Inspections
 - a. Visually inspect traffic signal heads
 - b. Visually inspect pedestrian signal heads
 - c. Visually inspect beacons
 - cl. Visually inspect luminaires

B. QUARTERLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every three (3) calendar months:

- 1. Controller Cabinet
 - a. Check ground fault receptacle
 - b. Visually inspect general appearance
 - c. Check door gasket condition
 - d. Check door lock operation
 - e. Operate and inspect ventilation fan and cabinet light
 - f. Inspect for pests
- 2. Miscellaneous
 - a. Verify all hand hole covers are present and secure
 - b. Visually inspect pull boxes
 - c. Check condition of splices
 - d. Verify clear of debris

C. SEMI-ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every six (6) calendar months:

- 1. Controller Cabinet
 - a. Visually inspect ventilation filter
 - b. Check wire schematics and records are in the cabinet
 - c. Record voltage level at service entrance in cabinet
 - cl. Vacuum and clean controller cabinet and contents
 - e. Inspect terminal blocks
- 2. Road/ Loop Condition
 - a. Check loopsealant
- 3. Signal Heads
 - a. Check wear and function on electromechanical controllers
- 4. Miscellaneous
 - a. Check condition of paint on frameworks, heads, cabinet, poles, and other appurtenances to signal

C. ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every year:

- I. Controller Cabinet
 - a. Lubricate hinges and lock
 - b. Replace cabinet air filter
 - c. Check weatherproof gasket seal. Replace if necessary.
- 2. Signal System Assessment
 - a. Check load switches

- b. Perform conflict monitor test. Submit report to City.
 - c. Check relays.
 - d. Check for water accumulation and duct sealant.
 - e. Check all connectors.
 - f. Clean and polish all lenses and reflectors.
 - g. Perform LED intensity evaluation for output compliance. Replace LEDs as necessary.
 - h. Replace bent visors and backplates as necessary.
 - i. Paint signal and pedestrian heads as necessary.
 - j. Perform integrity test on all hardwire interconnect lines.
 - k. Where applicable, inspect and align antennas for remote monitoring.
3. Miscellaneous
- a. Tighten anchor bolts.

SC-3. RECORDKEEPING AND DOCUMENTATION

The Contractor shall provide to the City an up-to-date inventory list of the equipment in the controller cabinet at each location no later than sixty (60) days after the start of work under this agreement, and on a recurring basis every six months thereafter for the full term of the agreement including renewals. The inventory list shall include, at a minimum, the model, manufacturer, serial number, and quantity of each piece of equipment and its installation date (if known).

The Contractor shall maintain, in each controller cabinet, the inventory list of equipment for that cabinet and a master ledger listing each service by date and a description of the maintenance performed.

The Contractor shall provide a computerized monthly activity report to the City no later than the fifteenth working day of each month for activities completed by the Contractor during the previous month. The report shall be provided as a Microsoft Excel compatible computer file and shall include, at a minimum, the following information:

- a. For Each Service Call:** Date and time the call for service was received; date and time a representative of the Contractor arrived at the intersection; the number of hours spent for each repair; any materials used in the repair; the billable amount for each repair under the Agreement.
- b. For Each Intersection:** A complete record of all work (both Preventative Maintenance and Supplemental Services) performed on the intersection's equipment during the previous month, including the date and time that service was performed. The make, model, and serial number of any major components or other equipment installed.
- c. For Each Pending Repair:** A list of any repair work pending, organized by intersection.

SC-4. SUPPLEMENTAL SERVICES

All other work ordered not specifically listed in SC-2 TRAFFIC SIGNAL- PREVENTATIVE MAINTENANCE or SC-3 RECORDKEEPING AND DOCUMENTATION shall be billed per the labor and equipment rates submitted with the Bid. Contractor shall submit separate, individual invoices for payment due for Supplemental Services.

All profit markups shall be incorporated in the hourly unit rate for labor and equipment stated in the Bid. **Material costs shall be direct material costs only without markup.** The owner may request, at any time, material invoices to verify that the invoiced price of materials has not been subject to markup.

SC-5. RESPONSE TIME REQUIREMENTS FOR SUPPLEMENTAL SERVICES

The Contractor shall maintain a telephone number where an on-call technician can be reached at all times, twenty-four (24) hours per day. The Contractor shall respond and dispatch an employee for **emergency maintenance to correct the failure within two (2) hours** in the event of a reported signal controller malfunction, inoperative ball or arrow display lamp, or other situation that, in the sole judgment

of the City, presents a clear public peril or risk to life or property. The replacement of inoperative lamps will not be considered emergency maintenance if there is at least one (1) signal indication still operative for each direction of travel. For all other instances of maintenance required as supplemental services, the Contractor shall respond and dispatch an employee to correct the failure within twenty-four (24) hours.

In most instances, repairs will be made immediately to restore the signal to normal operation. However, some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the same as soon as reasonably possible; however, not longer than five (5) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within five (5) days after receipt of material.

Response time shall be subject to adjustment for inclement weather defined as: when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

SC-6. RIGHT-OF-WAY

The Contractor shall confine his operations to the right-of-way limits and easements available to the City. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The City shall be informed as to any arrangements that Contractor makes in these matters.

SC-7. TRAFFIC CONTROL AND STREET CLOSURES

The Contractor shall be solely responsible for providing necessary temporary traffic control for work as required by the City's Standard Specifications, including barricades and channelizing devices, lights, signs, and warnings. If the opinion of the City, additional precautions or measures should be taken to protect the safety of the Contractor's personnel or the public, the Contractor shall so comply.

If it is necessary to close a portion of the road to vehicular traffic in order to perform the work, the Contractor shall notify the City's Director of Public Works and Chief of Police prior to closure. At least one lane of traffic in each direction shall be kept open at all times. Closure plans and times shall be subject to the approval of the City.

SC-8. PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

EXHIBIT A: CITY OWNED TRAFFIC SIGNALS

LOCATION			DEVICE TYPE
Shawnee Mission Parkway	&	Roeland Drive	Intersection
Shawnee Mission Parkway	&	Nall Avenue	Intersection
Martway Street	&	Broadmoor Street	Intersection
Johnson Drive	&	Broadmoor Street	Intersection
Johnson Drive	&	Lamar Avenue	Intersection
Johnson Drive	&	Nall Avenue	Intersection
Johnson Drive	&	Reeds Road	Pedestrian Beacon
Johnson Drive	&	Beverly Avenue	Pedestrian Beacon
Johnson Drive	&	Woodson Street	Intersection
Foxridge Drive	&	Lamar Ave	Intersection
61 st Street	&	Broadmoor Street	Pedestrian Crossing
Between 56 th - 57 th	&	Broadmoor Street	Pedestrian Crossing

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	January 10, 2024
ADMINISTRATION	From:	Laura Smith

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

RE: PW Consulting Services – Katigon Consult, LLC

RECOMMENDATION: Approve a consulting services contract with Katigon Consult, LLC for continued support of the Johnson Drive/Metcalf bridge replacement project and the Johnson Drive (Lamar to Metcalf) street rehabilitation project in an amount not to exceed \$20,000.

DETAILS: During the recruitment process for a new Public Works Director, the City Administrator contracted work with Kati Horner Gonzalez dba Katigon Consult, LLC for the Johnson Drive/Metcalf bridge replacement project and the Johnson Drive (Lamar to Metcalf) Street rehabilitation project. The contractual services were intended to ensure these large-scale, time-sensitive projects would receive attention while the Director’s position was filled.

Ms. Gonzalez has worked to date not only with Mission staff, but with KDOT, representatives from Overland Park, and the City’s on-call engineers at Olsson. Her work has primarily been focused on the KDOT bridge replacement project as it has the most immediate deadlines. Her knowledge and expertise has been invaluable during this interim period, and Staff is now seeking an extension of the consulting contract in an amount not to exceed \$20,000 to continue progress and support the City throughout 2024. An agreement, scope of services and fee schedule are included in the packet. An overview of Katigon Consult, LLC and Ms. Gonzalez’ experience has also been provided.

Consulting fees would be paid from the Public Works General Fund Budget.

CFAA CONSIDERATIONS/IMPACTS: Project specific consulting supplements the capabilities and capacity of full-time staff and the City’s on-call engineers to ensure that large-scale, time-sensitive projects are managed in a way that ensures the needs and interests of residents and visitors of all ages and abilities is taken into account in public infrastructure projects.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-207-03
Available Budget:	\$75,000

Your Success is Our Priority.

Katigon Consult was created with one mission in mind:
Help agencies achieve their organizational goals.

Who We Are

Katigon Consult provides government administration support for public agencies, focusing on public works and infrastructure management. Katigon serves as an extension of agency staff to supplement current levels of service and meet community needs.

At Katigon Consult, we value trust, creativity, and accountability to deliver high-value, high-impact results for our clients.

Why Choose Us



Rich Industry Experience

18 years experience in Engineering, Public Works, and Government Administration allows for seamless understanding of your operations.



Consulting Expertise

We are committed to providing services tailored specifically to you and your organizational goals.



Integrated Skill Set

At Katigon, technical expertise meets administrative savvy. We seamlessly integrate strategies and navigate diverse arenas in a complex environment.

Our Expertise

Project Execution

- Project Management
- Capital Improvement Programming
- Grant Writing & Administration
- Engineering Support (MO & KS)

Organizational Strategy

- Change Management
- Strategic Goal Integration
- Workforce Development
- Interim Leadership Services
- Asset Management
- Policy Formation & Implementation

Katigon Consult, LLC

Kati Horner Gonzalez, PE, MPA

Kati Horner Gonzalez is a Public Works professional with 18 years experience in the many facets of the industry. Having served in roles such as Public Works Director, City Engineer, and Design Consultant, among others, Kati utilizes her breadth of knowledge to support public agencies as they eliminate backlog, update practices, obtain external funding, and achieve organizational goals.

Licensed Professional Engineer (MO & KS)
UEI: P4VXFU9PS9Y3



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (hereinafter "CITY") and KATIGON CONSULT, LLC (hereinafter "CONSULTANT"), for the following reasons:

1. CITY desires to retain the CONSULTANT to provide certain services to CITY including, but not limited to civil engineering, design review services, evaluation of various technical documents, and general professional services associated with the ongoing development and management of Public Works projects; and,
2. CONSULTANT represents it has the technical skill and expertise to perform such work for CITY; and,
3. CONSULTANT is prepared to provide the services. In consideration of the promises contained in this Agreement, CITY and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date the Agreement is signed by the City Administrator or his/her designee.

ARTICLE 2 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Exhibit A (Scope of Services).

ARTICLE 3 - COMPENSATION

In return for the performance of the foregoing obligations, CITY shall pay CONSULTANT an estimated amount not to exceed \$20,000.00, payable in accordance with Exhibit B – Schedule of Fees. CITY shall pay CONSULTANT for the performance of the services described in the Scope of Services. Payment shall be made for the performance of actual time of personnel performing the Services. Reimbursable expenses will be invoiced in accordance with Exhibit B - Schedule of Fees.

Notwithstanding anything to the contrary in this Agreement, should the Services under this Agreement include products or services that are commercially priced by CONSULTANT, such amounts shall be invoiced to CITY in accordance with the Schedule of Fees offered by CONSULTANT and are not subject to audit on the basis of costs incurred.

CONSULTANT shall periodically invoice CITY for Services rendered. Invoices shall be due and payable upon receipt. CITY shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. CITY shall pay CONSULTANT's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 4 • CITY'S RESPONSIBILITIES

CITY shall be responsible for all matters described in Exhibit A – Scope of Services. In addition, CITY shall perform and provide the following in a timely manner so as not to delay the Services of CONSULTANT:

- (a) Place at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, drawings, specifications, or any other data as may be reasonably required by CONSULTANT to perform its Services.
- (b) Give prompt written notice to CONSULTANT whenever CITY becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or any defect in the Services of CONSULTANT.
- (c) Advise CONSULTANT of the identity and scope of services of any independent consultants retained by CITY to provide services in regard to the Project.

CITY hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by CITY to CONSULTANT. CITY hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. CITY represents that CONSULTANT's use of such documents will not infringe upon any third parties' rights. CONSULTANT shall provide prompt, written notice to the City if CONSULTANT becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 5 • STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 6 • INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONSULTANT's fee for the Services, and in consideration of the promises contained in this Agreement, CITY and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. Consultant and the CITY mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 7 - INSURANCE

During the term of this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. CITY shall be added as an additional insured under policies listed under (a) and (b) above.

ARTICLE 8 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to CITY or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in a Task Order.

ARTICLE 9 - REUSE OF DOCUMENTS

All documents, including, but not limited to, reports, studies, plans, computations, memoranda documents, plans, drawings, and specifications or other papers or materials prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by CITY and CONSULTANT.

ARTICLE 10 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to CITY as part of the Services shall become the property of CITY; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 11 – INDEPENDENT CONSULTANT

The CONSULTANT will act as an independent consultant in the performance of the services under

this Agreement. Accordingly, the CONSULTANT shall be responsible for payment of all required business license fees and all taxes including Federal, State and local taxes arising from the CONSULTANT's activities under the terms of the Agreement.

ARTICLE 12 – CONFLICT OF INTEREST

The CONSULTANT covenants that it presently has no personal or pecuniary interest and shall not acquire such interest, directly or indirectly, which could conflict in any material manner with the performance of services under this Agreement, including the submission of impartial reports and recommendations.

ARTICLE 13 -TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

CITY may terminate or suspend performance of this Agreement for CITY's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to CITY, and CITY shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT's compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither CITY nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONSULTANT under this Agreement or any Task Order. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 15 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY: Ms. Laura Smith, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202.

CONSULTANT: Ms. Kathryn Horner Gonzalez, Katigon Consult, LLC, 705B SE Melody Ln. #274 Lee's Summit, MO 64063

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and CONSULTANT.

ARTICLE 16 - DISPUTES

In the event of a dispute between CITY and CONSULTANT arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third-party mediator shall be qualified to evaluate the performance of both of the parties. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 – EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the “Equal Opportunity Clause” of Section 202 of Executive Order 11246 and other applicable laws and regulations.

CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identify, familial status, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT’s policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 18 - WAIVER

A waiver by either CITY or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Exhibits A and B (incorporated by this reference) represents the entire and integrated agreement between CITY and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject

matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither CITY nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of CITY and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement.

City of Mission, Kansas

By: _____

Name: _____

Title: _____

Date: _____

Katigon Consult, LLC

By: _____

Name: _____

Title: _____

Date: _____



KATIGON CONSULT

EXHIBIT A: SCOPE OF WORK

The following is a summary of work to be performed under the attached contract.

GENERAL

Work will be performed on an hourly basis plus expenses, not to exceed the amount as specified in the contract documents. Rates will be billed as specified in the Rate Sheet. Expenses will be submitted for reimbursement in accordance with the Schedule of Fees.

TASK ONE: PROJECT MANAGEMENT – METCALF BRIDGE

Katigon Consult will provide Consulting Services related to Project Management of the Metcalf Bridge/Overpass at Johnson Drive Project, including:

- Review and evaluate existing documentation and project information to familiarize Consultant with project.
- Evaluate project components and alternatives and advise City on potential next steps and solutions.
- Attend Project Coordination meetings with internal and external project stakeholders as City representative.
- Represent City in external stakeholder and/or regional meetings.
- Prepare written communications on behalf of the City.
- Develop opinions of estimated costs intended for planning purposes.

TASK TWO: PROJECT MANAGEMENT – JOHNSON DRIVE REHABILITATION PROJECT

Katigon Consult will provide Consulting Services related to Project Management of the Johnson Drive Rehabilitation Project, including:

- Review and evaluate existing documentation and project information to familiarize Consultant with project.
- Attend Project Coordination meetings with internal and external project stakeholders as City representative.
- Represent City in external stakeholder and/or regional meetings.
- Manage and coordinate activities performed by external Engineering Consultant.
- Oversee and evaluate work product of external Engineering Consultant, make recommendation for accepted design alternatives and variances.
- Coordinate with City staff regarding project and City needs.



- Coordinate with City staff to obtain all necessary documentation and information for the preparation of plans and specifications.
- Evaluate and respond to scope of work, schedules and scheduling requests, contracts, requests for information, and other documentation provided by the external Engineering Consultant.
- Monitor project scope, schedule, and budget to ensure on-time, on-target, and on-budget delivery.
- Identify opportunities for resources optimization.
- Review project for codes and standards compliance.
- Coordinate project with City capital improvements program.
- Participate in public meetings, utility coordination meetings, stakeholder engagement, and other activities pertinent to carrying out the duties of the project.

TASK THREE: SUPPLEMENTARY SERVICES

To effectively carry out the services of Tasks 1 and 2, supplementary services may be necessary and may include the following*:

- Prepare for, attend, and/or present at City Council meetings.
- Review City policies, procedures, and programs.
- Perform investigative research to gather background information on projects and related topics.
- Evaluate funding opportunities and assist in developing applications and documentation.
- Assist in preparation of necessary documentation and/or exhibits for meetings, applications, documentation, and permitting.

Supplementary services will be mutually agreed upon by both parties, in writing, prior to the commencement of supplementary work. In some cases, supplementary services will require additional tasks to be amended to the contract.

**this list is intended to illustrate the character and nature of supplementary services and not to be considered exhaustive of all supplementary services available.*

CITY RESPONSIBILITIES

The following responsibilities will be retained by the City through the duration of the project:

- Final approval of contracts, budgets, change orders, and amendments of contracts held by external Engineering Consultants
- Site safety responsibilities



EXCLUSIONS:

The following activities are not included in the Scope of Work of this project:

- Provision of engineering design plan preparation services
- Construction management services
- At-Risk Construction Management or Design-Build services





KATIGON CONSULT

EXHIBIT B – SCHEDULE OF FEES

The following is a summary of rates to perform the contracted work:

Classification	Straight Time/Hour	Overtime/Hour	Holiday/Hour
Professional Services	\$125.00	\$187.50	\$250.00

DETAILS

OVERTIME

Overtime rates will be charged for hours worked more than 40 hours per week, Monday through Friday. Work required by client on Saturday or Sunday will be billed at the Overtime Rate. Work required by client on Federal Holidays will be billed at the Holiday Rate.

TRAVEL

Mileage: Standard Government Rate

Airfares, Hotels, Vehicle Rentals: Billed at cost (as available, the following shall be utilized for domestic travel: fully refundable standard economy seating, standard vehicle rentals, and mid-tier lodging)

Meals & Incidentals: Standard Government Rate (travel exceeding a two-hour one-way trip)

MATERIALS

Material purchase, including specialty printing, will be billed at cost.

TOOLS, EQUIPMENT, & SOFTWARE

Special tools, equipment, and/or software required to perform work will be billed at cost.

INVOICING

Invoicing will be performed in accordance with the terms and conditions of the accompanying contract.

*THE ABOVE RATES WILL REMAIN IN EFFECT UNTIL DECEMBER 31, 2024, AT SUCH TIME RATES WILL BE SUBJECT TO AN INCREASE UP TO 5% PER YEAR.



City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Mission Family Aquatic Center (MFAC) Splashpad Refresh

RECOMMENDATION: Approve a contract with Splashtacular in an amount not to exceed \$22,460 to refresh the gel coat surfacing/painting on the splashpad accessories and small kiddie slide at the Mission Family Aquatic Center.

DETAILS: There are two splashpad accessories at the MFAC that are used for recreational swimming, rentals and events. They are original to the MFAC renovation in 2014 and require periodic refreshing or replacement due to water, UV and chemical exposure. Depending on frequency of use and weather extremes, accessories may need replaced in 10-15 years as:

- Fiberglass laminate loses areas of protective gel coat
- Surface blistering or hairline cracks form
- Weathering occurs due to exposure to UV and chemicals

This will be the first gel coat renovation since the accessories were originally installed. The accessories have endured patron use and weather conditions well. There are a few deficiencies typical of amenities of this age, but nothing requiring enhanced refurbishment. Bids were solicited from three manufacturers, and the most responsive bid was from the original manufacturer, Splashtacular. The warranty offered by Splashtacular includes:

- 1 year warranty on manufacturer defects and workmanship
- Design and color to mirror original design elements

The splashpad refresh project was approved in the 2024 Budget as part of the 2024-2028 Parks + Recreation Capital Improvement Plan. The proposed scope of work is to have Splashtacular pick up the existing accessories, transport them to their location, repaint and Tenemec waterproof coat them and return them back onsite.

Staff recommends approval of the contract with Splashtacular in an amount not to exceed \$22,460 with funding from the Parks + Recreation Sales Tax Fund. Upon contract approval, the restoration work will be scheduled in early February and take 2-4

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

weeks for pick up, paint, waterproof and delivery. This will allow staff time to get them installed and tested prior to the opening of the Mission Family Aquatic Center's for the 2024 swim season.

CFAA CONSIDERATIONS/IMPACTS: The city maintains its public amenities to meet the needs of residents of all ages and consider the safety of patrons accessing and enjoying the indoor aquatic slide.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000

Sales Order

Date	SO No.
1/4/24	50324

Address
Mission, KS Parks & Rec 6200 Martway St. Mission, KS 66202

P.O. No.	Project
	50324.Mission, KS

Description	Amount
Full recoat of spray features and toddler slide	22,460.00
Signature _____	

401 N East St Paola, KS 66071	Total	\$22,460.00
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City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Mission Family Aquatic Center (MFAC) Picnic Table Replacement

RECOMMENDATION: Approve the purchase of twelve picnic tables from Belson Outdoors as part of MFAC maintenance improvements in an amount not to exceed \$20,000.

DETAILS: Picnic tables are a critical element that help the pavilion/shelter come to life. It becomes a staging area for events and programs and serves as the gathering place for reunions and rental gatherings. It also becomes a covered respite from sunshine or inclement weather for pool patrons. Because of the anticipated uses, it is important to invest in pieces that can withstand the impact of both supervised and unsupervised use. Some of the existing picnic tables have rusted supports and cracked/missing PVC coating.

Staff studied advances in manufacturing and sustainable inputs and considered the following when determining the picnic tables with the best long-term value for the MFAC:

- Tables are heavy enough that they do not need to be bolted into place, creating ease of setup for multi-functional uses
- Standard design/style that can easily be made ADA accessible
- Relatively close design to existing picnic tables
- 10-year warranty
- Rated to 1,000 lbs

Staff reached out to manufacturers of 4-foot circular steel tables with PVC coating and ensured that there were ADA accessible versions of the same table design. Staff received pricing from the list of manufacturers below:

Picnic Table Manufacturers	12 tables (price per each)	Shipping	Total
Belson Outdoors	\$1,473.00	\$1,009.57	\$18,685.57
Barco Products	\$1,898.85	\$1,500.00	\$24,286.20
Kirby Built	\$1,498.85	\$1,200.00	\$19,186.20

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$20,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

School Outfitters	\$1,610.99	\$1,450.00	\$20,781.88
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Based on a review and evaluation of the costs and specifications, staff recommends purchase of twelve picnic tables (10 standard and 2 ADA accessible) from Belson Outdoors in an amount not to exceed \$20,000 to be paid from the Parks + Recreation Sales Tax Fund. The current pricing of \$18,685.57 is based on shipping/handling rates as of the first week of January 2024. Belson Outdoors told staff that those costs could escalate as more orders get processed in January.

Manufacturing and delivery takes 4-6 weeks resulting in an anticipated arrival toward the end of March 2024.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to park amenities and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$20,000

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 M-F 8:00am - 4:30pm CT

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 Popular Products, Right Away

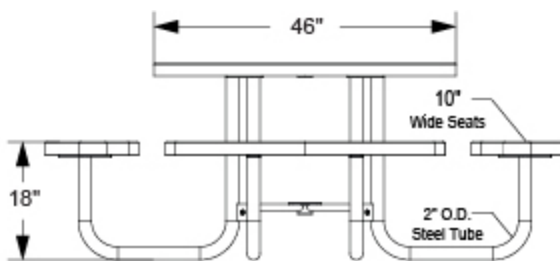
*When Time is of the Essence,
 Rely on our Express Lead Time Products.*

Round Coated Steel Portable Tables


Model TRD464-EA

Dimensions

4 Seat Models - 78"Dia. x 30"H
3 Seat Models - 78"L x 62"W x 30"H
2 Seat Models - 78"L x 46"W x 30"H



Accessories

For extra safeguarding, Surface Mount Clamps and In-ground Mount Posts can be ordered to help protect against undesired movement of the table. The U-Brace bracket offers stabilizing pole support for Umbrellas.

Popular All-Steel Round Tables

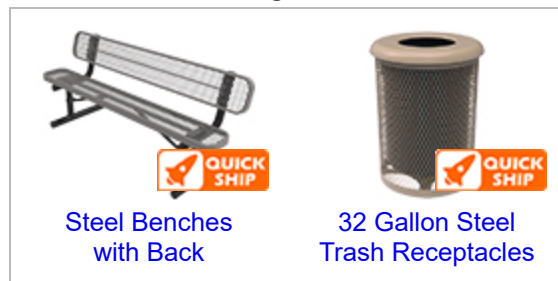
These expanded metal picnic tables are perfect for high-volume seating and dining areas—they are also ideal for parks and recreational applications. The tops and seats allow for good air flow so they stay cooler in the summer and dry off quickly after rainy weather.

Features

- 3/4" #9 Flattened Expanded Metal
- 2" Galvanized Tubing Frame with Powder-Coat Finish
- Optional In-ground or Surface Mount Kit

Protective thermoplastic coating on the tops and seats provides exceptional UV protection that will keep your tables looking good for years to come. The Advantage Finish is one of the most durable on the market, the Standard Finish is a premium polyethylene comparable to other manufactures in the industry. The 2"O.D. steel tube frames are powder-coated available in matching colors to the thermoplastic (polyethylene) finishes.

Matching Products


**Steel Benches
 with Back**
**32 Gallon Steel
 Trash Receptacles**

► QuickShip

All Models (Except Umbrellas & Umbrella Bases) are a **QuickShip** solution, shipping within 5 Days from the time of order. [Read Full Terms.](#)



627 Amersale Drive
 Naperville, IL 60563
 sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
TRD464-EA	46" Round Top Picnic Table, Portable, Expanded Metal - Advantage Coating Choose Top/Seats Color Choose Frame Color	244	12	\$1,473.00	\$17,676.00

Calculate Shipping

Zip Code

Phone Call Service

Liftgate Service

After changing quantity, please click Recalculate below

Subtotal	\$17,676.00
<input checked="" type="checkbox"/> Tax Exempt / For	TBD
Resale	
Shipping	\$1,009.57
Grand Total	\$18,685.57

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Water Works Park Improvements Third-Party Testing and Inspection Services

RECOMMENDATION: Approve a testing and inspection services agreement with Terracon for the 2024 Water Works Park Improvement Project in an amount not to exceed \$19,905.

DETAILS: The 2024 Water Works Park Improvement Project is ready to proceed to construction. The design contract with Stantec includes some construction administration services, but the scope and nature of the project requires additional third-party testing and inspection services.

The success and longevity of a project is based on adherence to the plans and specifications and construction documents. Quality control and/or quality assurance is an essential part of any project. The testing to be performed under this contract is more specialized and outside the scope of the architect. The scope of services would include, but not necessarily be limited to:

- Special Inspection and Testing for:
 - Earthwork, Laboratory Soil and Aggregate, Shallow Foundation Bearing Soil, Cast-in-Place Concrete Reinforcing Steel, Structural Masonry, Hot-Mix Asphalt Paving and Observation, Post-Installed Anchor Installation
- Technical consulting at client/contractor's request
- Preparation and review of project reports and invoices
- Daily report identifying work in compliance with project specifications and report any non-conformances.
- Communicate non-conformances with Project Manager immediately.
- Utilize industry report tracking software for quick, accurate and consistent communication and searchable test results.
- Maintain non-conformance logs.
- Services performed on as-requested basis.

Staff solicited proposals from four engineering firms and the proposal from Terracon was the only responsive proposal received. Staff recommends approval of a testing and inspection services contract for the Water Works Park Improvements Project with Terracon in an amount not to exceed \$19,905. This amount is under the originally budgeted amount of \$25,000 which was split into 2023 and 2024 CIP budget years. All

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	January 10, 2024
Parks + Recreation	From:	Penn Almoney

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

documentation, observation, and required testing is included within the scope of services.

The third-party testing and inspection services will be paid for from the 2024 Outdoor Parks budget (Parks + Recreation sales tax) identified in the Parks and Recreation Capital Improvement Plan.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to park amenities and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000



November 27, 2023

City of Mission Kansas
6090 Woodson Street
Mission, KS 66202

Attn: Ms. Penn Almoney
P: 913.722.8210
E: palmoney@missionks.org

Re: Proposal for Special Inspection and Testing Services
Water Works Park Improvements
5814 W 53rd Street
Mission, Kansas
Terracon Proposal No. P02231436

Dear Mr. Almoney:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide Special Inspection and materials testing services for the above-referenced project. This proposal summarizes our understanding of the project and presents our anticipated scope of services. Our fee schedule, an estimated cost for our services, and our *Agreement for Services* are also included.

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Terracon Consultants, Inc. 15620 West 113th Street Lenexa, Kansas 66219
P [913] 492 7777 F [913] 492 7443 www.terracon.com/kansas_city

Environmental



Facilities



Geotechnical



Materials

1.0 PROJECT INFORMATION

Item	Description
Project location	The project site is located at 5814 W 53 rd Street in Mission, Kansas.
Proposed structure	The project will include a new 600 sq. ft. shelter and 152 sq. ft. restroom at the existing Water Works Park.
Building construction	The proposed restroom will be a pre-engineered masonry building supported on footing foundations. The proposed shelter will be steel framed, supported on pedestal foundations.
Grading/slopes	Up to 2 feet of cut and 2 feet of fill will be required to develop final grades.
Pavements	Paved driveway and parking will be constructed on approximately 0.5 acres of the site. We assume that pavements will consist of hot mix asphalt.
Referenced information	Civil, structural, and architectural plans dated 09/28/2023.

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the Special Inspection and materials testing needs of this project as scheduled by the Client or your designated representative.

We understand the City of Mission, Kansas requires Special Inspection services in general accordance with the 2017 International Building Code, Section 1704, for the following items:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Placement of Reinforced Concrete | <input checked="" type="checkbox"/> Testing of Reinforced Concrete |
| <input checked="" type="checkbox"/> Placement of Reinforcing Steel | <input type="checkbox"/> Prestressing Concrete |
| <input type="checkbox"/> Post-Tension Concrete | <input type="checkbox"/> Bolts installed in Concrete |
| <input checked="" type="checkbox"/> Verification of Soils | <input checked="" type="checkbox"/> Excavation and Filling |
| <input type="checkbox"/> Drilled Piers or Piles | <input type="checkbox"/> Earth Retaining Structure |
| <input type="checkbox"/> Detention Basin | <input type="checkbox"/> Inspection of Precast Fabricator |
| <input type="checkbox"/> Erection of Precast Concrete | <input checked="" type="checkbox"/> Structural Welding |
| <input checked="" type="checkbox"/> High Strength Bolting | <input type="checkbox"/> Steel Frame Inspection |
| <input type="checkbox"/> Inspection of Structural Steel Fabricator | <input type="checkbox"/> EIFS Insulation/Finish System |
| <input type="checkbox"/> Inspection of Metal Building Fabricator | <input type="checkbox"/> Smoke Control System |
| <input type="checkbox"/> Sprayed Fire Resistant Materials | <input type="checkbox"/> Structural Masonry |
| <input type="checkbox"/> Seismic Resistance | <input checked="" type="checkbox"/> Post Installed Dowels/Anchors |
| <input type="checkbox"/> Other: | |

Based on our review of the information provided above, we understand the scope of the as-requested services includes:

- **Earthwork Special Inspection and Testing**
 - Site grading fill placement
 - Floor slab and pavement subgrade preparation
 - Granular base placement

- **Laboratory Soil and Aggregate Testing**
 - Standard Proctors
 - Atterberg Limits

- **Shallow Foundation Bearing Soil Special Inspection and Testing**
 - Excavations will be observed for cleanliness and geometry
 - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about 3 feet below bearing level
 - Foundation soil conditions will be compared to information contained in the geotechnical report for this project to determine if suitable bearing conditions exist

- **Cast-in-Place Concrete Reinforcing Steel Special Inspection**
 - Bar type and grade, size, condition, lap length, cover, position, and securement
 - **NOTE:** For walls and columns taller than 5 feet, Terracon should be requested to inspect the placement of reinforcing steel both prior to and after setting of formwork to allow for proper viewing of steel and verification of clearances.
 - Cast in-place anchor bolts
 - Formwork for general shape, location, and dimensions

- **Cast-in-Place Concrete Special Inspection, Field Testing and Laboratory Testing**
 - Perform temperature, slump, and air content testing and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders and that sample pickups will be performed only during normal business hours on Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
 - Review batch tickets in the field for use of required mix design and observe methods of concrete placement and protection
 - Laboratory testing
 - Compressive strength of concrete

- **Hot-Mix Asphalt Paving Observation and Testing**
 - Lay-down testing (temperature and compaction)
 - Production material sampling (from project site)

- **Post-Installed Anchor Installation Special Inspection**
 - Hole depth, diameter, and cleaning procedure
 - Installation process for epoxy or mechanical anchors
 - Anchor embedment depth

- **Project Management**
 - Technical consulting at Client's/Contractor's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Lenexa, Kansas office at the following phone number: (913) 998-7474. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website. Mailed copies are available for a fee.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

Based on our review of the above-referenced information, our estimated cost to perform the proposed scope of services is **\$19,905**. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods utilized by contractors/subcontractors in this area.



It should be noted the Client will only be billed for the amount of service provided, i.e. Terracon will not bill for the total budget if the total quantity is less than the budgeted quantity. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. We reserve the right to withhold our reports until the signed Agreement has been received by Terracon or payment is current. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Caleb R. Brewer
Senior Staff Engineer

Doug A. Waldeier, PE
Senior Engineer

Attachments: Unit Rate Schedule
 Cost Estimate
 Agreement for Services



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Field Technician	\$95.00	hour*
Senior Field Technician / Special Inspector	\$105.00	hour*
Structural Steel Technician	\$125.00	hour*
Project Coordinator	\$90.00	hour
Project Manager/Engineer	\$150.00	hour
Senior Project Manager/Engineer	\$180.00	hour
LABORATORY TESTING		
Standard Proctor, Soil	\$160.00	each
Standard Proctor, Rock	\$180.00	each
Atterberg Limits (single point)	\$90.00	each
Compressive Strength of Concrete Cylinder (made by Terracon)	\$20.00	each
Compressive Strength of Concrete Cylinder (made by others)	\$25.00	each
Extraction/Gradation of Asphalt	\$225.00	each
Laboratory Bulk Density Specimens of Asphalt (set of 3)	\$205.00	each
Superpave Specimens by Gyratory (set of 2)	\$350.00	each
Maximum Theoretical Specific Gravity	\$120.00	each
FIELD EQUIPMENT/MATERIALS		
Nuclear Density Gauge	\$50.00	day
Ultrasonic Gauge	\$75.00	day
Skidmore	\$75.00	day
Torque Wrench	\$50.00	day
Consumables	Cost + 15%	
TRIP CHARGE		
Vehicle Charge	\$40.00	trip
Compressive Strength Sample Pickup (incl. labor)	\$135.00	trip

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

-A three-hour minimum charge is applicable to all site visits. The representative's vehicle and mileage are combined into a Trip Charge.

-Short notice requests for services (less than 24 hours in advance) may be billed at the rate that corresponds to the level of personnel available at the time to perform the requested service. Emergency requests for services (less than 3 business hours in advance) may include surcharges of up to \$100.00, in addition to the rate of the available personnel.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative. Site visits will be billed portal to portal in 0.5 hour increments.



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Estimated quantities are based on our review of the project plans, the provided scope, and our experience with similar projects.					
Field Technician					
Site Grading Fill Placement	2	3.00	\$95.00	hour	\$570.00
Granular Base Placement	4	3.00	\$95.00	hour	\$1,140.00
Senior Field Technician / Special Inspector					
Subgrade Observation/Proofroll	4	3.00	\$105.00	hour	\$1,260.00
Trip Charge*					
Vehicle Charge	10		\$40.00	visit	\$400.00
Field Equipment					
Nuclear Density Gauge	6		\$50.00	day	\$300.00
Subtotal =					\$3,670.00

LABORATORY SOIL / AGGREGATE TESTING					
Estimated quantities are based on our review of the project plans, the provided scope, and our experience with similar projects. One test per stockpiled or in-place source material to determine gradation of fill and backfill material in accordance with ASTM C136/C136M. Perform tests for each type material or source of material to determine the optimum moisture and laboratory maximum density values.					
Standard Proctor, Soil	2		\$160.00	each	\$320.00
Standard Proctor, Rock	1		\$180.00	each	\$180.00
Atterberg Limits (single point)	2		\$90.00	each	\$180.00
Subtotal =					\$680.00

FOUNDATION EXCAVATION OBSERVATION AND TESTING					
Estimated quantities are based on our review of the project plans and our experience with similar projects.					
Senior Field Technician / Special Inspector					
Observation & Testing of Footing Excavations	4	3.00	\$105.00	hour	\$1,260.00
Trip Charge*					
Vehicle Charge	4		\$40.00	visit	\$160.00
Subtotal =					\$1,420.00



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
PORTLAND CEMENT CONCRETE TESTING					
Estimated quantities are based on casting one set of 5 cylinders for the first 50 yards (or fraction thereof) placed for each mix each day, with additional sets to be cast for every 50 cubic yards (or fraction thereof) placed thereafter. Note ASTM C-31 requires 3 samples at 28 days to be averaged. It is assumed that reinforcing steel observations will be the same day as their respective pours.					
Field Technician					
<i>Standard testing (temp, slump, air content, compressive/flexural strength samples)</i>					
Footings	4	3.00	\$95.00	hour	\$1,140.00
Pavilion Slab on Grade	1	3.00	\$95.00	hour	\$285.00
Trip Charge*					
Vehicle Charge	5		\$40.00	visit	\$200.00
Compressive Strength Sample Pickup (incl. labor)	4		\$135.00	visit	\$540.00
Laboratory Testing					
Compressive Strength of Concrete Cylinder (made by Terracon)	25		\$20.00	test	\$500.00
Subtotal =					\$2,665.00

PORTLAND CEMENT CONCRETE TESTING-SITE CONCRETE (PAVEMENTS, CURB, ETC)					
Estimated quantities are based on casting one set of 5 cylinders for the first 100 yards (or fraction thereof) placed for each mix each day, with additional sets to be cast for every 100 cubic yards (or fraction thereof) placed thereafter. Note ASTM C-31 requires 3 samples at 28 days to be averaged.					
Field Technician					
<i>Standard testing (temp, slump, air content, compressive/flexural strength samples)</i>					
Sidewalk	6	3.00	\$95.00	hour	\$1,710.00
Curb	2	3.00	\$95.00	hour	\$570.00
Trip Charge*					
Vehicle Charge	8		\$40.00	visit	\$320.00
Compressive Strength Sample Pickup (incl. labor)	4		\$135.00	visit	\$540.00
Laboratory Testing					
Compressive Strength of Concrete Cylinder (4" x 8", made by Terracon)	40		\$20.00	test	\$800.00
Subtotal =					\$3,940.00



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
STRUCTURAL STEEL OBSERVATION					
Estimated quantities are based on our review of the project plans and our experience with similar projects.					
Structural Steel Technician					
Visual Observation Welded Connections and/or Testing of Bolted Connections	3	5.00	\$125.00	hour	\$1,875.00
Trip Charge*					
Vehicle Charge	3		\$40.00	visit	\$120.00
Subtotal =					\$1,995.00
ASPHALT TESTING AND OBSERVATION					
Estimated quantities are based on our review of the project plans and our experience with similar projects.					
Field Technician					
Measure Temperature and Density, and Obtain Field Samples	3	3.00	\$95.00	hour	\$855.00
Trip Charge*					
Vehicle Charge	3		\$40.00	visit	\$120.00
Laboratory Testing					
Maximum Theoretical Specific Gravity	1		\$120.00	each	\$120.00
Laboratory Bulk Density Specimens of Asphalt (set of 3)	1		\$205.00	each	\$205.00
Extraction/Gradation of Asphalt	1		\$225.00	each	\$225.00
Subtotal =					\$1,525.00
POST INSTALLED ANCHORS OBSERVATION					
Estimated quantities are based on our review of the project plans and our experience with similar projects.					
Senior Field Technician / Special Inspector					
Observe Size, Placement and Installation Procedure for Expansion/Adhesive Anchors	2	3.00	\$105.00	hour	\$630.00
Trip Charge*					
Vehicle Charge	2		\$40.00	visit	\$80.00
Subtotal =					\$710.00
PROJECT MANAGEMENT					
Estimated quantities are based on our review of the project plans and our experience with similar projects.					
Project Administration					
Project Coordinator	6		\$90.00	hour	\$540.00
Project Manager/Engineer	16		\$150.00	hour	\$2,400.00
Senior Project Manager/Engineer	2		\$180.00	hour	\$360.00
Subtotal =					\$3,300.00

Proposal for Special Inspection and Testing Services
 Water Works Park Improvements ■ Mission, Kansas
 November 27, 2023 ■ Terracon Proposal No. P02231436



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
ESTIMATED OBSERVATION AND TESTING FEE					\$19,905.00

*We anticipate providing multiple services during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total quantities are less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor’s schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can then be revised if necessary.

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Mission KS ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Water Works Park Improvements project ("Project"), as described in Consultant's Proposal dated 11/27/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 11/27/2023
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Client: City of Mission KS
By: _____ Date: _____
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