



COMMUNITY DEVELOPMENT COMMITTEE AGENDA

WEDNESDAY, MARCH 6, 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

1. Rita Carr, United Community Services – Homelessness Presentation ([page 4](#))
2. Sustainability Commission Strategic Plan Update - ([page 12](#))
3. PRT Commission Update – Nicole Sullivan (PRT Chair)/Penn Almoney ([page 13](#))

ACTION ITEMS

4. Acceptance of the February 7, 2024 Community Development Committee Minutes – Robyn Fulks ([page 28](#))

Draft minutes of the February 7, 2024 Community Development Committee meeting are included for review and acceptance.

5. MFAC Deck Chair Replacement – Penn Almoney ([page 38](#))

The existing inventory of adjustable deck chairs was purchased in 2014. Staff is recommending purchasing 18 deck lounge chairs from Central Restaurant Products for an amount not to exceed \$9,500. This project will be paid for from the 2024 CIP MFAC Improvements/ Equipment Replacement budget which is funded by Parks + Recreation sales tax funds and was approved as a part of the 2024 Capital Improvement Plan.

6. MFAC 1 Meter Diving Board – Penn Almoney ([page 41](#))

The existing 1 meter diving board was purchased and installed in 2014 and is in need of replacement. Staff is recommending purchase of a new 1 meter diving board from Commercial Aquatic Solutions for an amount not to exceed \$5,776.91. This purchase will be paid from the 2024 CIP MFAC Improvements/ Equipment Replacement budget funded by Parks + Recreation sales tax funds and was approved as a part of the 2024 Capital Improvement Plan.

7. Johnson Drive Landscaping Bids – Stephanie Boyce ([page 45](#))

The City issued a request for bids for a complete redesign and planting of the landscaping in downtown Mission between Lamar Avenue and Maple Street. The design, created by Vireo, includes native plant types in support of Mission’s Climate Action goals. Native plants require less water and maintenance, provide habitat for pollinators, food for birds and sink carbon into the ground with their deep roots. Of the bids submitted, staff is recommending a contract with Country Brook Landscapers in an amount not to exceed \$179,876.65

8. 2024 Street Preservation Construction Projects Award (55th Street) - Stephanie Boyce ([page 67](#))

The 2024 Street Preservation Project includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs on 55th Street between Lamar Ave and Maple St. within the City of Mission. Five bids were received for the project on February 22, 2024, with G-B Construction, Inc. submitting the lowest and most responsive bid. Staff recommends approval of the contract with G-B Construction, Inc. in an amount not to exceed \$1,788,274.75. Construction is anticipated to begin in March/April 2024 and will be completed within 244 calendar days.

9. 2024 Street Preservation Construction Projects Inspection Award – Stephanie Boyce ([page 106](#))

Based on qualifications and their previous experience in Mission, Staff recommends approval of a construction inspection services agreement with Pfefferkorn Engineering Environmental, LLC for the 2024 Street Preservation Project in an amount not to exceed \$106,900. This contract is based on providing part-time services for a 244 calendar day construction timeframe and includes all documentation, observation, and required testing.

10. Public Works Capital Equipment Purchase – Stephanie Boyce ([page 110](#))

The 2024 budget includes \$138,000 in the Equipment Reserve and Replacement Fund to purchase two (2) Ford F-550 trucks and associated equipment for the Public Works Department. Since the original budget was approved, costs have increased, allowing for the replacement of only one truck and its associated equipment. One Ford F-550 truck was ordered in February 2024, and this action item includes purchase of the related equipment which includes: the stainless-steel dump body, lights, plow, and spreader. Staff recommends purchasing the equipment from American Equipment at a total cost of \$48,317. The total budget for replacement of this truck is \$116,122.

DISCUSSION ITEMS

11. Revenue Policy – Penn Almoney ([page 113](#))

A recommendation to create a Revenue Policy was included in the Feasibility Study/ Business Plan completed by PROS Consulting in 2023. Staff is recommending the following policy for Council review and consideration so that the City could be in a position to proactively communicate clear expectations and requirements associated with revenue generating facilities and programs.

OTHER

12. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
INFORMATIONAL ITEM	Date:	March 6, 2024
ADMINISTRATION	From:	Dan Madden

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: United Community Services – Homelessness Presentation

DETAILS: Rita Carr, Director of Community Planning at United Community Services of Johnson County, will present information, fact sheets and resources for local governing body officials and Staff to use when dealing with homelessness in the community.

The experience of homelessness results in significant barriers and challenges for adults and children, both now and in the future. Johnson County’s Continuum of Care on Homelessness is a collaboration of public and private service providers committed to quickly and effectively responding to housing crises in order to end homelessness among local residents.

CFAA CONSIDERATIONS/IMPACTS: n/a

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



Homelessness in Johnson County

2022 Annual Data

COORDINATED ENTRY SYSTEM

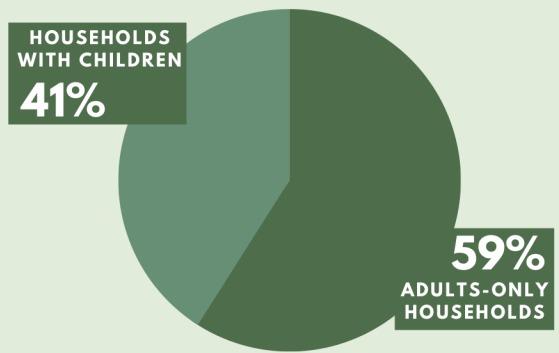
WHAT IS COORDINATED ENTRY?

The U.S. Department of Housing & Urban Development requires Continuums of Care to develop local coordinated entry systems. A Coordinated Entry System (CES) is a "no wrong door" process developed to ensure that all people experiencing a housing crisis have fair and equal access to housing resources. The CES quickly identifies, assesses for, refers, and connects households to housing assistance based on their strengths and needs. The primary goals are that assistance is allocated as effectively as possible and that it is easily accessible no matter where or how people present.

TOTAL WHO CONNECTED WITH COORDINATED ENTRY IN 2022

748

TOTAL COUNT OF ADULTS AND CHILDREN CONNECTED WITH CES



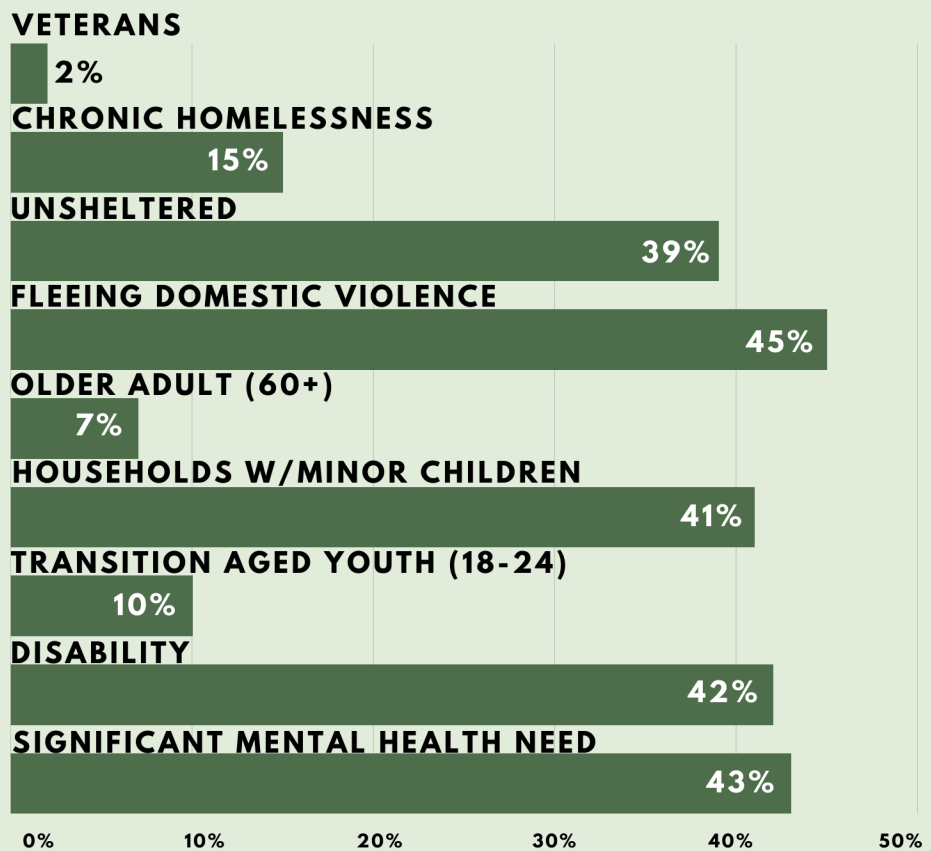
JOHNSON COUNTY'S CES

The Continuum of Care on Homelessness facilitates the local CES. The CES includes a network of trained staff at agencies throughout the county who assess the household's circumstances and offer referrals to supportive services. The assessment places qualified households on a housing list based on vulnerability factors including:

- Veteran
- Chronic homelessness (1 year+ of homelessness in the last 3 years plus a disability)
- Unsheltered
- Fleeing domestic violence
- Older adult (60+)
- Households with minor children
- Transition aged youth (18-24)
- Disability

Assessments find that some households are experiencing multiple vulnerability factors.

CHARACTERISTICS OF 2022 HOUSEHOLDS





Homelessness in Johnson County

2022 Annual Data

BEDS & UNITS

Johnson County's housing crisis response system includes:

- financial assistance to prevent homelessness
- street outreach services
- short-term shelters
- transitional housing programs
- rapid rehousing: 3-12 months of rent assistance & case management
- permanent supportive housing: long-term rent & supportive services for those with disabilities

2022 Short-Term Shelter Beds & Units:

- 10 units for families
- 4 units for women & families
- 23 units for adults & families fleeing domestic violence
- 24 beds for justice-involved adults
- 30 beds for adults (cold weather season only)
- 0 year-round beds for adults (unless justice-involved or fleeing DV)

2022 Intermediate & Long-Term Housing Beds & Units:

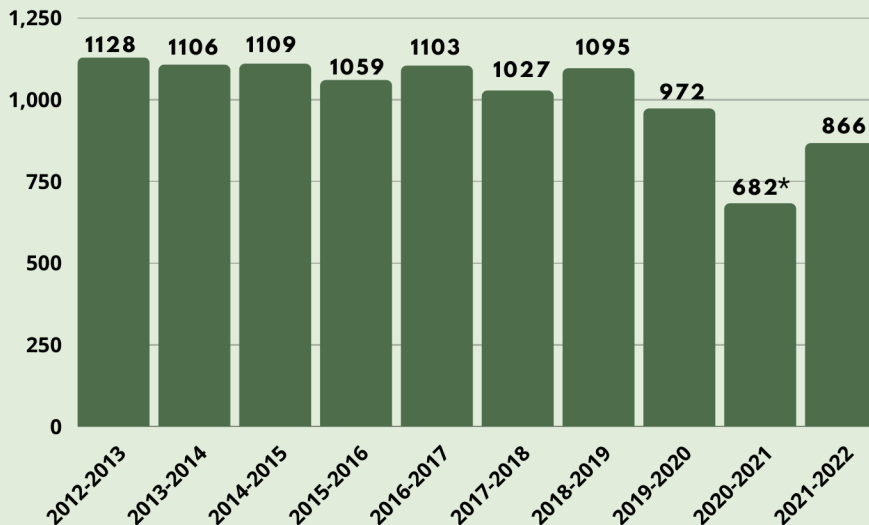
- Transitional Housing: 15 units for adults & families
- Transitional Housing: 14 beds for transition aged youth
- Rapid Rehousing: 84 beds on average
- Permanent Supportive Housing: 21 beds on average

SCHOOL CHILDREN & YOUTH

The Department of Education uses a broader definition of homelessness than the Department of Housing and Urban Development (HUD); it includes students who are temporarily “doubled up” with family or friends in addition to those in a shelter or on the streets. The numbers below represent students who were identified as experiencing homelessness but do not count the student's household members who may also be experiencing homelessness.

The number reported by school districts is not a count of one night, but reflects the total number of students who were identified as experiencing homelessness at some point during the school year. Prior to the COVID-19 pandemic, numbers of students experiencing homelessness in any given year in the six school districts (Shawnee Mission, Olathe, Blue Valley, Spring Hill, Gardner-Edgerton, and DeSoto) remained stagnant since 2011 (averaging about 1,000 students per school year).

STUDENTS EXPERIENCING HOMELESSNESS WHILE ATTENDING JOCO SCHOOLS



*STATE & NATIONAL PANDEMIC IMPACTS

- The number of students experiencing homelessness counted by schools was down across the nation in 2020-2021.
- The pandemic eviction moratorium prevented many evictions to homelessness during the 2020-2021 school year.
- School homeless liaisons stated that students participating in virtual learning were less likely to be identified as homeless because there were fewer transportation needs.



Homelessness in Johnson County 2023 PIT Snapshot

ON JANUARY 25TH

235

people in Johnson County were experiencing homelessness

TRANSITIONAL



28%

UNSHELTERED



21%

SHELTER



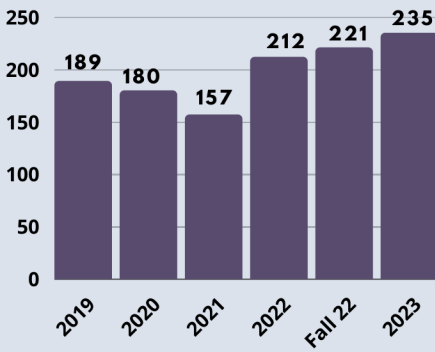
51%

**percent of those counted on January 25th

WHAT IS PIT?

Point in Time (PIT) count is a snapshot on a **single night** in the last ten days of January of everyone in the county who is experiencing homelessness.

Johnson County PIT counts for the last 5 years



EMPLOYMENT



39%

OF ADULTS COUNTED WERE CURRENTLY EMPLOYED

INCOME



55%

OF ADULTS COUNTED HAD INCOME (I.E. EMPLOYMENT AND/OR DISABILITY BENEFITS)

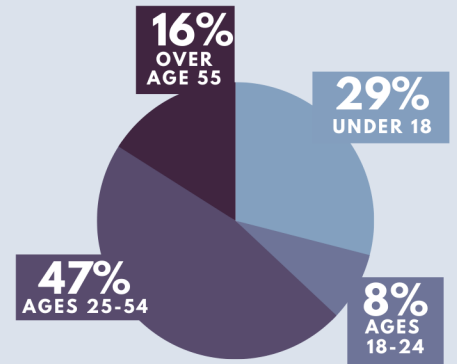
FIRST-TIME



44%

OF HOUSEHOLDS WERE EXPERIENCING THEIR FIRST INCIDENT OF HOMELESSNESS

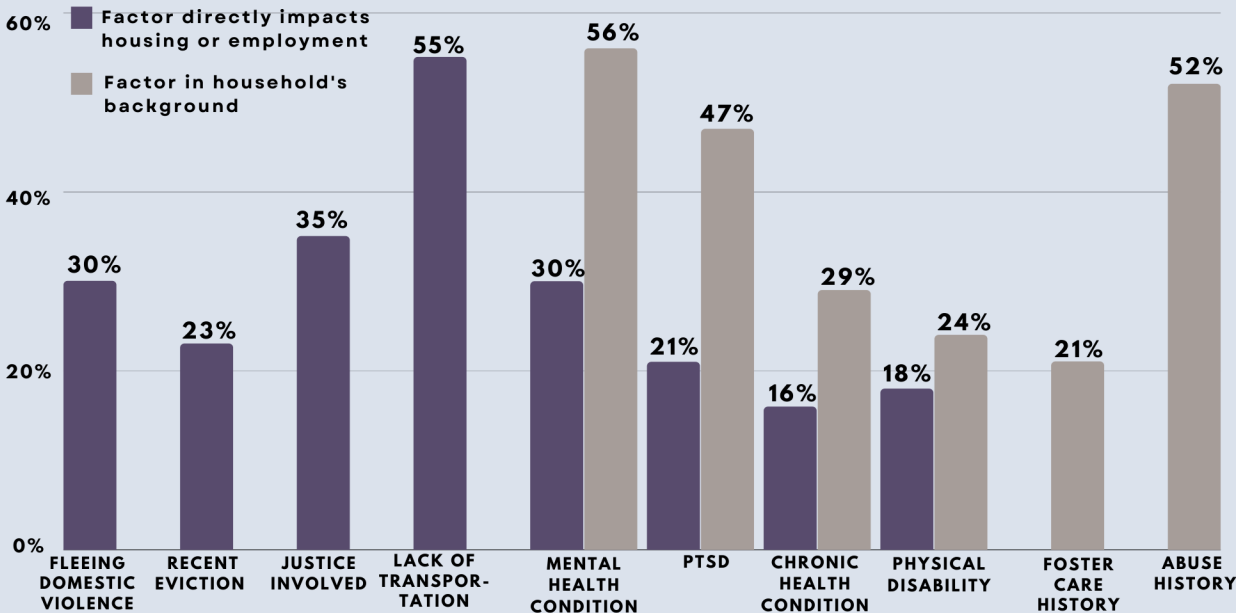
PIT COUNT BY AGE



75%

OF HOUSEHOLDS COUNTED WERE ADULTS-ONLY

HOUSEHOLDS FACE MANY CHALLENGES



30%

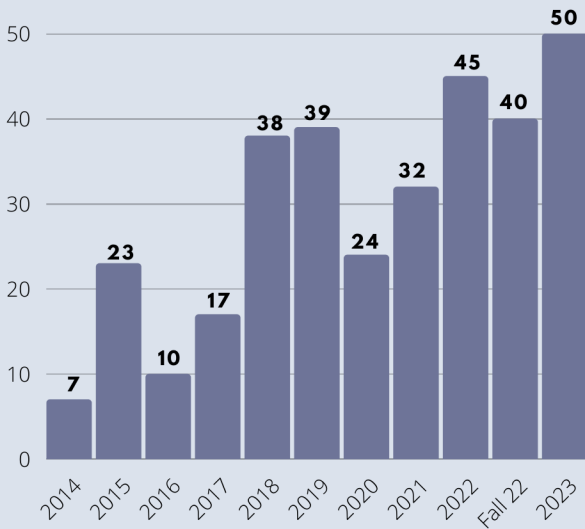
OF HOUSEHOLDS SAID THE PANDEMIC IMPACTED THEIR HOUSING



36%

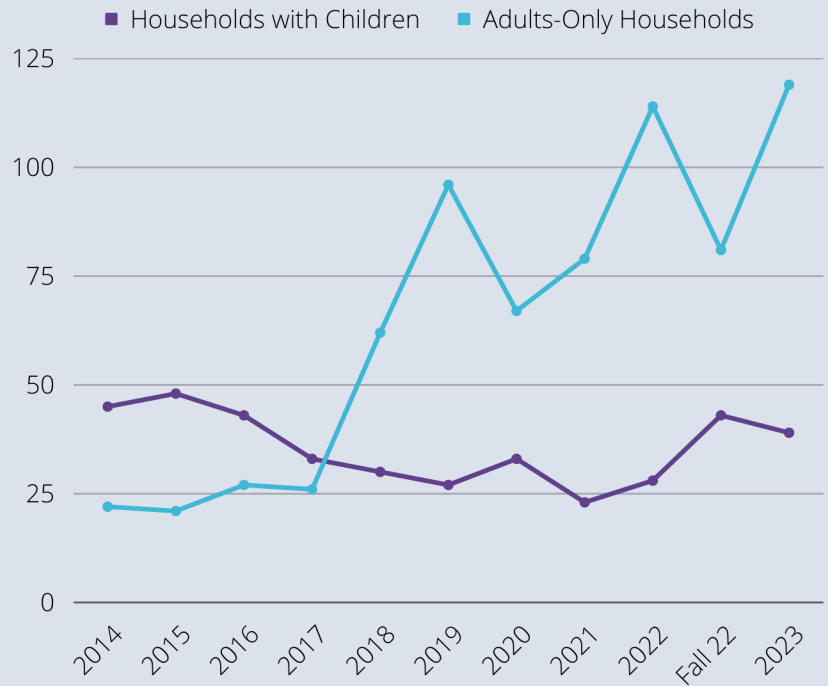
OF HOUSEHOLDS SAID THE PANDEMIC IMPACTED THEIR INCOME

UNSHELTERED PERSONS



Number of people counted who were staying outdoors, in a vehicle, or other places not meant for habitation on the night of the PIT Count

HOUSEHOLDS BY TYPE



ADDITIONAL LONG-TERM DATA

Have you ever lived in a vehicle in Johnson County?

41%

of households said yes

Have you ever lived outside in Johnson County?

46%

of households said yes

Have you ever been forced to relocate from an outdoor sleeping location in Johnson County?

27%

of households said yes

Have you ever experienced violence while you were unhoused?

33%

of adults said yes



Homelessness in Johnson County

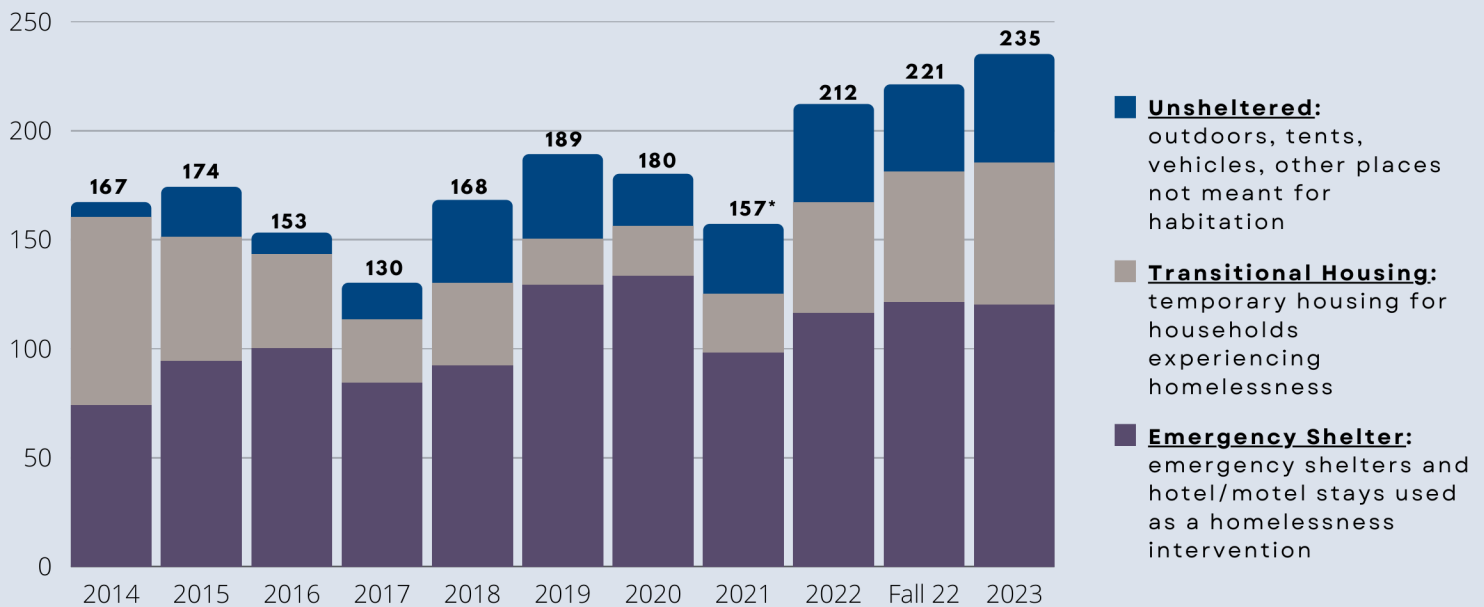
Understanding the Data

CONTINUUM OF CARE & THE PIT COUNT

Johnson County’s Continuum of Care on Homelessness is a collaboration of public and private service providers committed to quickly and effectively responding to housing crises to either prevent or end homelessness among Johnson County residents. The U.S. Department of Housing and Urban Development (HUD) requires that Continuums of Care conduct an annual Point in Time (PIT) count of households within their geographic region experiencing homelessness on one night in the last 10 days of January. The count is a snapshot on a single night that is used to monitor trends year to year and identify unmet needs among residents experiencing homelessness. In Fall 2022, Johnson County's Continuum of Care conducted a count for local data analysis.

Who is counted: people staying in shelters, transitional housing programs (dedicated to homeless households, up to 24 months), or in unsheltered locations such as tents, vehicles, or other places not meant for habitation. HUD does not count households who are temporarily doubled up with friends or family.

PIT COUNTS BY LOCATION



*Note: The 2021 PIT count was likely lower due to safety protocols implemented during the COVID-19 pandemic

TRENDS IN PIT DATA

The number of people counted during the 2023 PIT count was 235, an 11% increase from January 2022 and a 40% increase from January 2014. Other notable trends over the last 10 years include:

- The number of households with children has remained relatively flat in the county and the number of adults-only households has increased significantly. From 2014 to 2023, the number of adults-only households increased by 441%.
- The number of people who were unsheltered on the night of the count has increased significantly over time, from 7 people in the 2014 count to 50 people in the 2023 count.

These trends indicate the need for a shelter for adults experiencing homelessness in Johnson County.

JOHNSON COUNTY EMERGENCY ASSISTANCE GUIDE

Are you experiencing abuse?

Domestic Violence Hotline: 913-262-2868

Are you experiencing homelessness?

Contact one of our hubs for screening and resource connection.

Catholic Charities of NE KS
9806 W 87th St. OPKS 66212

913-384-6608

Johnson County Mental Health Center
6440 Nieman Rd Shawnee, KS 66203

913-826-4079

Salvation Army Olathe Corps
420 E. Santa Fe Olathe, KS 66061

913-782-3640

Catholic Charities of NE KS
333 E Poplar, Olathe, KS 66061

913-782-4077

Agencies That Offer Multiple Services	Rent	Utilities	Food Pantry	Meals	Clothing	Hygiene Items	Housing Assist	Senior/Aging Services	Child Care/ Preschool	Health Care/ Navigation	Mental Health/Substance Abuse	Dental	Before/After School	Summer Programs	Fin. Literacy/Tax Assist	School Supplies	Med Supplies/Prescriptions	Employment	Transportation
Johnson County Multi Service Centers																			
Northeast: 12425 W 87th St, Lenexa, KS 66215																			
North Central: 6000 Lamar, Mission, KS 66202																			
Southwest: 510 W. Main, Gardner, KS 66030	✓	✓	✓				✓	✓									✓		✓
Central: 11811 Sunset, #1300 Olathe, KS 66061																			
913-715-6653																			
El Centro																			
201 E. Loula St. Suite 110, Olathe, KS 66061	✓	✓							✓	✓			✓	✓	✓				
913-677-0100																			
www.elcentroinc.com																			
Metro Lutheran Ministry																			
816-285-3141	✓	✓										✓					✓		
www.mlmk.org																			
Catholic Charities of NE Kansas																			
Overland Park: 9806 W. 87th St. Overland Park, KS 66212																			
913-384-6608	✓	✓	✓		✓	✓	✓								✓		✓	✓	
Olathe: 333 E Poplar, Olathe, KS 66061																			
913-782-4077																			
www.catholiccharitiesks.org																			
Salvation Army																			
420 East Santa Fe, Olathe, KS 66061	✓	✓	✓				✓						✓						
913-782-3640																			
www.facebook.com/salarmyolathe																			
Jewish Family Services																			
913-327-8250; navigator@jfskc.org	✓	✓	✓																
www.jfskc.org																			
Center of Grace																			
520 Harrison, Olathe, KS				✓	✓	✓			✓				✓				✓		
913-764-1353																			
http://centerofgrace.center																			
Starfish Project																			
134 S. Claiborne Suite B, Olathe, KS 66061			✓	✓		✓				✓									
913-839-8576																			
www.starfishproject21.org																			

Can't find what you need here?

United Way Info/Referral: 211 OR 816-474-5112 OR 913-649-9714

MyResourceConnection.org

Other Helpful Resources

Department of Veterans Affairs 1-800-827-1000 www.VA.gov	KS Department of Children and Families SNAP, Cash assist, child care assist, LIEAP (utilities), WIC; 888-369-4777 https://cssp.kees.ks.gov/apspsp/sspNonMed.portal	Catholic Charities Immigration/Refugee Walk-in Services 600 Minnesota Ave., Kansas City, KS 66201 913-621-1504 www.catholiccharitiesks.org
Social Security Administration Office 877-445-9978 www.ssa.gov	Kansas City Regional Transit Authority 816-221-0660 ridekc.org	 www.catholiccharitiesks.org Tues 9-12; Thurs 1 - 3:30

FOOD PANTRIES		Healthcare	Child Care Resources
Please bring Photo ID and Proof of Residency; call pantry for hours/appointment.		Health Partnership Clinic of Johnson County 407 S. Claiborne, Olathe, KS 66062; 913-648-2266 <i>Mobile Integrated Health Care</i> 913-334-8228 www.hpcks.org	Johnson County Growing Futures Head Start Shawnee Mission: 913-649-9714 Olathe: 913-780-7410
Salvation Army at College Church of Nazarene 2020 E. Sheridan, Olathe, KS; 913-489-6262	The Hope Market 233 E. Main, Gardner, KS; 801-358-0656		Infant Toddler Services of Johnson County Early intervention and therapy 913-993-9325 www.itsjc.org
First Christian Church 200 E. Loula, Olathe, KS; 913-489-6262	Leawood Presbyterian 2715 W. 83rd, Leawood, KS; 913-649-1144	Johnson County Health Department, Mission Clinic 6000 Lamar, Mission, KS 66062; 913-826-1200 jocogov.org	Assistance in Locating Childcare The Daycare Connection 913-529-1200 The Family Conservancy 913-573-2273 KDHE Child Care Licensing 913-477-8339
Divine Mercy Food Pantry 555 W. Main, Gardner, KS; 913-856-7781	Salem Lutheran Church 13402 W. 92nd, Lenexa, KS; 913-888-5051	Johnson County Health Department, Olathe Clinic 1875 Sunset Suite 300, Olathe, KS 66061; 913-894-2525 jocogov.org	Parents as Teachers Support for parents of children birth - 3 years and early childhood special education Spring Hill 913-529-7293
New Hope Food Pantry 13310 S. Black Bob, Olathe KS; 913-782-0955	Shawnee Mission Unitarian Universalist 9400 Pflumm, Lenexa, KS; 913-228-2993	Mercy and Truth Medical Mission 11644 W 75th, Shawnee, KS 66214; 913-248-9965 www.mercyandtruth.com/shawnee-clinic.html	Shawnee Mission 913-993-9380 Olathe 913-780-7002 Gardner/Edgerton 913-893-61114 DeSoto 913-411-8983
Central Church of the Nazarene 12600 W. 87 th St, Overland Park, KS; 913-541-2600	West Lenexa Seventh Day Adventist 24450 W. 83rd, Lenexa, KS; 913-422-7282	Mental Health	Shelter/Housing (KC Metro Outside JoCo)
First Baptist Church of Stilwell 19950 Broadmoor Ln., Stilwell, KS 913-449-6601 X1 (Donna)	Trinity Lutheran Church - Smiling Hearts 5601 W. 62nd, Mission, KS; 913-432-5441	Johnson County Mental Health Center 913-826-4200; jocogov.org Street Outreach: 913-826-4079	Kansas City Rescue Mission/ShelterKC 1520 Cherry, KCMO 64108 Adult Men. Emergency drop-in, first come, first served
Village Presbyterian Church 9960 Mission Road, Overland Park, KS 913-671-2315	Heartland Community Church 12175 Strang Line, Olathe, KS; 913-341-5820	Heartland RADAC Substance abuse assessment/referral/treatment 913-789-0951	reStart Shelter Adults, Families, Teens, KCMO No drop ins, call 816-572-5664
Church of the Resurrection 8412 W 95 th St. Overland Park, KS 66212	Hope Chapel 12480 Black Bob, Olathe, KS; 913-829-0712	Shelter/Housing (Johnson County) WINTER WARMING CENTERS www.jocogov.org/cold	City Union Mission, KCMO Adults & Families, contact Homeless Hotline 816- 474-4599
Shawnee Community Services 11110 W. 67 th St, Shawnee, KS 913-268-7746	Olathe YMCA 21400 W. 153rd, Olathe, KS; 913-393-9622	Salvation Army Family Lodge Families with minor children Olathe, KS, 913-782-3640	Salvation Army Crossroads Shelter (Independence, MO) Families. 816-461-1093
Antioch Church 5201 Antioch, Shawnee, KS; 913-432-4300	Overland Park Church of Christ 13400 W. 119th, OPKS; 913-696-1516	JoCo IHN Families and single females. Contact to apply. 913-345-2121	Hillcrest Transitional Housing Adults & Families, 4 locations in KS & MO, apply online https://hillcrestkc.org/apply-for-housing/
Nexus Church Food Pantry 15101 College, Lenexa, KS; 913-815-1228	Overland Park Christian Church 7600 W. 75th St., OPKS; 913-677-4646	Project 10/20 Cold Weather Shelter Adults. Open 12/1-3/31, nightly from 6:00 pm - 8:00 am Call for shelter: 913-219-3347; Year-round case management - Jeff (913) 228-2234	Pride Haven Shelter (KCMO) Overnight shelter ages 18-24, LGBTQ+ affirming 816-931-0602 (Call 24/7)
ReNewed Hope Food Pantry 8714 Antioch Road, Overland Park, KS www.rhfp.org	Santa Fe Waystation 6422 Santa Fe, OPKS; 913-722-1960	MEALS	Employment
Southwoods Christian Church Loaves and Fishes 16110 Metcalf Avenue, OPKS; 913-681-5100	Nall Baptist Church 6701 Nall, Prairie Village, KS; 913-432-4141	W 5:30 - 6:30; TH To-Go Meals 5:00 - 6:00	Workforce Partnership 8535 Bluejacket St, Lenexa, KS 66214. 913-577-5900 https://workforcepartnership.com/job-seekers/
St. Mark's United Methodist Church 6422 Santa Fe Dr. Shawnee, KS; 913-722-2310	Roeland Park United Methodist Church 5110 Cedar, Roeland Park, KS; 913-432-0235	Meal + Haircut 2nd Saturday of every month am - 1:00 pm	
Salvation Army Church 420 E. Santa Fe, Olathe KS; 913-782-3640 Mon & Tue 9-11a, 1p-3p, Fri 9-11a	Yachad Kosher Food Pantry 6201 Indian Creek, OPKS; 913-649-4852		
Starfish Project 134 S. Claiborne Suite B, Olathe, KS 66061 913-839-8576	Center of Grace 520 Harrison, Olathe, KS; 913-764-1353		
<i>Updated 1/2024. Contact teresaw@ucsjoco.org with updates</i>			

City of Mission	Item Number:	2.
INFORMATIONAL ITEM	Date:	March 6, 2024
ADMINISTRATION	From:	Justin Carroll

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: Sustainability Commission Update

DETAILS: Members of the Sustainability Commission will present an overview of accomplishments from 2023 and a review of goals in 2024.

The Sustainability Commission developed the plan document that is included in the meeting packet. It includes the group’s revised vision and mission statements and guiding principles as well as five key goals.

Members of the Commission will present progress on those goals achieved in 2023 and plans for further progress in 2024.

CFAA CONSIDERATIONS/IMPACTS: The Sustainability Commission serves as the key steward of Mission’s Communities for All Ages. Members of the Commission have reviewed the entire Communities for All Ages checklist and have applied the Communities for All Ages lens while developing their own future goals.

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

City of Mission	Item Number:	3.
INFORMATIONAL ITEM	Date:	March 6, 2024
ADMINISTRATION	From:	Penn Almoney

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

RE: Parks, Recreation & Tree Commission Update

DETAILS: Members of the Parks, Recreation & Tree Commission will present an overview of priorities and recommendations for 2024, along with tasks and goals for the year and areas for continued support and growth.

CFAA CONSIDERATIONS/IMPACTS: The Parks, Recreation & Tree Commission serves as the key steward of Mission’s Communities for All Ages. Members of the Commission have reviewed the entire Communities for All Ages checklist and have applied the Communities for All Ages lens while developing their own future goals.

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

Mission's Parks, Recreation + Tree Commission Priorities and Recommendations 2024

Top Priorities

1. Future Project Budgeting, Fundraising, and Grant Applications
 - Community Engagement:
 - Expand and advertise opportunities for community members and businesses to financially support Parks and Recreation projects
 - Consider corporate sponsors to expedite improvement projects
 - Broadmoor Park Funding and Grant Options
 - Consider applying for Kansas Land and Water Conservation Fund Grant
 - City-Wide Trail Connections and Accessibility
 - Build upon recent design projects that safely connects residents to city parks and business district as well as neighboring communities
 - Rock Creek Corridor trail upgrades including storm-water management, way-finding and cohesive access to trail from neighborhoods, businesses, and Mission Market
2. Maintenance
 - Provide needed annual city budget funding to support current and future parks and facility maintenance, staffing operations, annual tree trimming, and capital expenditures
 - Maintain current structures, parks, trails, tree canopy, amenities, playgrounds, and all facilities
 - Every Park Every Year: Include each park in yearly capital improvement projects
 - Staffing of Parks & Rec Department
 - Sustaining a sufficient team is a high priority
 - Recommend one additional full time staff member
 - Recommend retention strategies (with emphasis on seasonal/part-time staff) including competitive pay
3. Park Engagement, Experience, and Education
 - Secure more City of Mission social media postings for PRT Commission Activities and Programs (Arbor Day events, Champion Tree, Celebration Tree, etc.) and Community Events
 - Public art installations
 - Locations: Mohawk and Water Works Parks
 - Consider existing structures for murals
 - Native landscaping that supports plant diversity, pollinators, and sustainable water management e.g. rain gardens, drought resistant plants, and perennials
 - Include interactive play and educational features for all ages and abilities

Commission Tasks and Goals

- Update the Tree Plan, due April 1, 2024
- Yearly addition of Tree I.D. Plaques
- Research community opportunities for partnerships to establish and maintain landscaping and gardens (Master Gardeners, volunteer groups, and butterfly and pollinator gardens)
- Investigate feasibility of a dog park and plan for Streamway Park

Areas for Continued Support and Growth

- Support Water Works Park Project Completion
- Support Mohawk Park Phase II Completion
- Continue partnership with schools via programs including the Arbor Day Poster Contest
- Continue to emphasize accessibility and inclusion and consider language diversity
- Birch Park and Cross Roads Plaza distinction and appreciation

Parks, Rec + Tree Commission

Recommendations and Priorities 2024



PRT Commission Members

9 Current Members

Chair: Nicole Sullivan

Vice-Chair: Sarah Emanuels

Top Priorities

1. Future Project Planning
2. Maintenance
3. Park Engagement, Experience, and Education

Future Project Budgeting, Fundraising, and Grant Applications

- ▶ Community Engagement:
 - ▶ Expand and advertise opportunities for community members and businesses to financially support Parks and Recreation projects
 - ▶ Consider corporate sponsors to expedite improvement projects

Future Project Budgeting, Fundraising, and Grant Applications

- ▶ Broadmoor Park Funding and Grant Options
 - ▶ Consider applying for Kansas Land and Water Conservation Fund Grant
- ▶ City-Wide Trail Connections and Accessibility
 - ▶ Build upon recent design projects that safely connects residents to city parks and business district as well as neighboring communities
 - ▶ Rock Creek Corridor trail upgrades including storm-water management, way-finding and cohesive access to trail from neighborhoods, businesses, and Mission Market

Maintenance

- ▶ Provide needed annual city budget funding to support current and future parks and facility maintenance, staffing operations, annual tree trimming, and capital expenditures
- ▶ Maintain current structures, parks, trails, tree canopy, amenities, playgrounds, and all facilities

Every Park, Every Year

Maintenance

- ▶ Staffing of Parks & Rec Department
 - ▶ Sustaining a sufficient team is a high priority
 - ▶ Recommend **one additional full time staff member**
 - ▶ Reinforce retention strategies
 - ▶ Emphasis on seasonal/part-time staff
 - ▶ Competitive pay

Park Engagement, Experience, and Education

- ▶ Increase social media postings for PRT Commission Activities and Programs
 - ▶ Arbor Day events, Champion Tree, and Celebration Tree
 - ▶ Community and PCC Events

Park Engagement, Experience, and Education

- ▶ Public Art Installations
 - ▶ Potential locations: Mohawk and Water Works Parks
 - ▶ Consider existing structures for murals
- ▶ Native Landscaping
 - ▶ Support plant diversity, pollinators, and sustainable water management
 - ▶ Rain gardens, drought resistant plants, and perennials
- ▶ Include interactive play and educational features for all ages and abilities

Commission Tasks & Goals

- ▶ Update the Tree Plan
 - ▶ Due April 1, 2024
- ▶ Yearly addition of Tree I.D. Plaques
 - ▶ Sub-Committee
- ▶ Landscaping and Gardens
 - ▶ Explore opportunities to partner with local organizations
- ▶ Streamway Park
 - ▶ Investigate feasibility of a dog park and plan to fund and maintain

Continued Support & Growth

- ▶ Support completion of:
 - ▶ Water Works Park Project
 - ▶ Mohawk Park Phase II
- ▶ Maintain partnership with schools via programs including the Arbor Day Poster Contest
- ▶ New Parks + Rec standards:
 - ▶ Emphasizing accessibility and inclusion
 - ▶ Consider language diversity
- ▶ Appreciate other city green spaces
 - ▶ Birch Park and Cross Roads Plaza
 - ▶ Along Rock Creek Trail

Top Priorities

1. Future Project Planning
2. Maintenance
3. Park Engagement, Experience, and Education



Questions?

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Administration	From:	Robyn Fulks

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

RE: February 7, 2024 Community Development Committee minutes.

RECOMMENDATION: Review and accept the February 7, 2024 minutes of the Community Development Committee.

DETAILS: Minutes of the February 7, 2024 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

February 7, 2024

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, February 7, 2024. The following Committee members were present: Sollie Flora, Hillary Thomas, Cheryl Carpenter-Davis, Lea Loudon, Trent Boultinghouse, Ben Chociey, Debbie Kring, Mary Ryherd, and Brian Schmid. No councilmembers were absent. Councilmember Loudon called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, City Clerk Robyn Fulks, Parks and Recreation Director Penn Almonee, and Public Works Director Stephanie Boyce.

Public Comments

Councilmember Loudon 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

There were no Planning Commission items on the agenda.

Action Items

Acceptance of the January 10, 2024 Community Development Committee Minutes

Minutes of the January 10, 2024 Community Development Committee were provided to the Committee.

Councilmember Chociey 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.

Mohawk Playground Phase II

Parks and Recreation Director Penn Almoney introduced the purchase of inclusive playground equipment for Phase II of Mohawk Park. The playground includes equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, low physical effort, size and space for approach and use. All of these features meet higher standards desired by the PRT and the Council, and will be included in Water Works Park as well. The elements will create a sensory rich playground environment to benefit the user and the caregivers. Staff initially budgeted \$400,000 for playground equipment, but quickly realized that would not allow for the purchase of desired amenities. Staff looked for additional funding opportunities, including the GameTime equipment purchase that provided a \$216,000.00 discount for early purchase in October of 2023. Tonight's purchase recommendation is for the remaining elements not included in the earlier approval. The remaining play features along with the poured in place rubber, remaining shade sails and the corresponding installation costs are covered in this item. This will complete the playground order portion of Phase II and engage Cunningham Recreation as the contractor for this work. The total for the playground will be \$809,448.40. Staff recommends approval of a contract with Cunningham Recreation for inclusive playground pieces, poured in place surfacing and installation in an amount not to exceed \$583,020.40. This portion of the Mohawk Phase II Improvement project is approved in the 2024 CIP with funding coming from the Parks + Recreation Sales Tax Fund and 2022A Bond proceeds.

Councilmember Loudon noted that she is pleased for the all abilities playground, which was a repeated request during planning of the redesigned park.

Councilmember Kring asked if the wood fencing would be able to be donated or reused around the playground area. Mr. Almoney informed her that the wood is surplussed and stored at the Public Works yard until another use can be found. It has, in the past, been used to build a retaining wall or to replace fencing pieces that are damaged.

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 regular agenda.

Solar Picnic Table (Water Works Park)

Mr. Almoney's second action item was for the purchase of a solar picnic table for Water Works Park. Mr. Almoney explained that the table is stand-alone and has a solar overhead shade feature. Stakeholders shared that the northeast corner of the park could use additional features. Staff also spoke with staff at Rushton Elementary School and received feedback that a shaded seating area at the northeast corner of the park would be very well received. Rushton parents also weighed in with the desire for a shaded spot in that area and a power source in that area. Rushton staff would like to use the park for quick learning sessions with power at that spot in the park. Including the table in the Water Works Park redesign would help Staff start using those solar elements while meeting the needs of teachers and parents.

Mr. Almoney noted that this item is being purchased separately from the rest of the project to avoid middle-man cost markups. He believes the table is a great sustainable element as well. He noted that there are a couple of companies who make tables, and Staff visited a local business park to see the items in action. The table is very durable, meets outdoor weather element needs, is ADA accessible, powder coated steel, and pre-wired to avoid the need for an electrician. Elements of the tables are made of recycled content, and it comes with a 25-year warranty. The table is rated to 1,000 lbs. Sunbolt provided the most responsive bid, and Staff recommends the purchase of one solar picnic table from Sunbolt in an amount not to exceed \$20,015 to be paid from the Parks + Recreation Sales Tax Fund. Mr. Almoney stated shipping and handling may increase in the next two months.

Councilmember Loudon asked if the table would have an electricity component or is only solar powered. Mr. Almoney explained it is completely solar powered. The elements are all housed and protected and are under warranty.

Councilmember Chociej asked if the table would go on a concrete pad and Mr. Almoney confirmed it is. Staff will have the contractor pour the concrete and Staff will put the table in place. The table will not need to be bolted down due to its weight.

Councilmember Carpenter-Davis asked if the concrete pad would also be ADA compliant. Mr. Almoney assured it will be, and City Administrator Laura Smith explained that the concrete pad for the table will be an off-shoot from the walking trail around the park, so there is a continuous transition from the concrete trail to the concrete pad of the table.

Councilmember Thomas asked for clarification as to where on the site the table would be. Mr. Almoney explained at the top northeast part of the trail. Councilmember Thomas would like to have some reporting back on how the table is working for Rushton staff and residents. Mr. Almoney agreed.

Councilmember Carpenter-Davis noted that the table could be a good

opportunity for students to study sustainability as well.

Councilmember Chociey noted that, if a demand for power at a remote part of the park like this exists, the solar table will likely be a lesser cost than running power that far.

Councilmember Ryherd 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.

Super Pool Pass Agreement/ Letter of Understanding

Mr. Almoney's last item of the evening was the introduction of the 2024 Super Pool Pass agreement. He explained that Mission has been part of the Super Pool Pass program since 2009, excluding the two years it was not offered during the Covid-19 pandemic. The agreement allows users to utilize other pools when the Mission pool is being used for a swim meet. He noted that there is a great synergy and communication between the participating pools during the season which helps build cohesion within the region. Staff have discussed benefits and cost associated with the program and feel that the program has helped draw attention to the outdoor pool. A positive experience is usually the outcome of the program. The program also keeps attendance up and pool staff engaged. Mr. Almoney reported that the pricing structure will change this year for the program, with the elimination of the family pass and the introduction of a \$20 per person season pass for residents, and \$25 for non-residents. The family pass will no longer exist. An interlocal agreement and letter of understanding is provided for each city. Attendance and revenues are gathered together and divided by the number of passes sold to determine the amount each city can keep. Staff recommends approval of the Interlocal Agreement and Letter of Understanding for the 2024 season.

Councilmember Kring 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.

Johnson Drive II Design Contract (Metcalf to Lamar)

Public Works Director Stephanie Boyce presented a contract for consideration for the design of Johnson Drive from Metcalf to Lamar. She noted that this is for a task order for engineering services for the design work associated with the project. The project will be a CARS project in 2026, with an estimated cost of \$12 million dollars. The scope of work includes full depth pavement reconstruction, sidewalk and retaining walls, stormwater improvements, traffic signal buyout and replacement of streetlights, installation of a HAWK pedestrian

signal at Riggs and various streetscape improvements. The Council previously approved a task order for survey work; therefore this contact will be for construction design only. The KDOT timeline requires the execution of this agreement prior to April 1 in order to obtain keep the project on tract with the grant funding requirements. The task order with Olsson includes design services for the roadway and stormwater infrastructure. The design services also include utility coordination, project management, public engagement and bid and construction phase services. Ms. Boyce also noted that Olsson designed the first phase of Johnson Drive which gives them familiarity with the area and staff. She also noted that utility replacement will be completed prior to construction of the road to avoid damage to the new road for utility work.

Councilmember Kring asked Ms. Boyce to explain what the HAWK pedestrian signal looks like. Ms. Boyce explained it is a flashing beacon that gives warning, and Ms. Smith confirmed it is a red full stop. You can see examples of them along Johnson Drive and Antioch Road in Merriam. The signal is an overhang that goes full red rather than just flashing, so it is a protected crossing.

Councilmember Thomas asked about the potential KDOT improvements to the bridge at Metcalf and Johnson Drive, and the timing of this project. Ms. Boyce explained that those discussions with KDOT are starting, however no decisions or a timeline have been established. Ms. Smith explained that Staff have spoken with KDOT and have been trying to gain an understanding of their recommended design solution. KDOT is looking at construction in 2027 of a solution to that bridge, which will lag behind Mission's project. Staff are emphasizing that a decision about the redesign of the overpass needs to be presented sooner rather than later as there are implications to the design of Johnson Drive. She believes some can be worked through without knowing the final design of the bridge, and some cannot be. She hopes to have KDOT's recommendation within the next 60 days.

Councilmember Thomas next commented that the Sustainability Commission would like to be involved in voicing opinions about improving walkability and bikeability, adding proper trees and native plants, and other components. She hopes that community members and commissioners are consulted and able to share perspective at the correct time. She hopes to keep folks engaged to continue to improve those components. Ms. Smith noted that Staff has discussed that as well. She noted that \$6 million dollars of STP grant funds are dedicated to the project in large part because of the sustainability elements that were cited as being so important. Staff will be very thoughtful to apply those funds to not

risk jeopardizing or losing those funds. Currently the work is not in the design phase, however internal conversations have been had to ensure that the correct timing and connections are made.

Ms. Boyce added that Olsson has a very well-established marketing and outreach plan for the design process. A dedicated website will be set up, open houses will be hosted, and surveys will go out to engage several different groups.

Councilmember Kring 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.

Safe Streets for All Obligation of Grant Funds

Ms. Boyce's second item of the evening was a consideration of the obligation of grant funds for the Safe Streets for All grant, which was awarded in December of 2023. This is part of the bi-partisan infrastructure law that established the Safe Streets and Roads for All program. That program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Ms. Boyce explained that there are two different portions of the grant, a planning and demonstration grant to develop complete or supplemented community safety action plans, along with an implementation grant. She noted that the implementation grant takes the strategies provided in the safety action plan and implements those. Staff have applied for the Planning and Demonstration Grant at this time. Ms. Boyce reviewed the Comprehensive Plan to support multi-modal transportation to emphasize biking and walking, along with public transit. She has also looked at how to make roads safer for all users. The city worked closely with its consultant, Kimley Horn, to put together a grant application which included a comprehensive outline for completing a Transportation Safety Action Plan (TSAP). The TSAP will carry forward the priorities of the Comprehensive Plan and publicly commit to a goal of zero traffic fatalities and injuries. The City of Mission intends to develop a TSAP tailored to the safety-related needs and opportunities identified in its 2023 comprehensive plan. This includes collecting data on collisions and roadway data, challenges presented to cyclists and pedestrians, crash data and review policy to street design and guidelines for new street construction. Staff will then identify strategies to make streets safer. Mission was selected for a total grant project in the amount of \$200,000 (\$160,000 in Federal funding/\$40,000 cost share) to develop a TSAP. The next step in this process includes executing an agreement with the US Department of Transportation and obligating \$40,000 in

a local cost share/match.

Councilmember Carpenter-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.

Bike Share Program Obligation of Grant Funds

Ms. Boyce's final action item of the evening was for consideration of the obligations of grant funds for the Bike Share program, part of the carbon reduction program grant for the Northeast Johnson County bike share project. This project will be a joint project with the City of Roeland Park to bring 30 e-bikes to Mission and 20 e-bikes to Roeland Park. Mission is the lead agency and project sponsor for the program and will enter into an interlocal agreement with Roeland Park for reimbursement for their share. Ms. Boyce provided a breakdown of program costs in the meeting packet. She noted to the Committee that bikes, bike hubs, and five years of operations and maintenance are included in the program and are not the responsibility of the city. Bike Walk KC takes on those responsibilities and then bill the City quarterly for those costs. She believes that, at the five-year mark, replacement of equipment may be needed along with an analysis of the program and how it is working. The costs also cover batteries, bike racks or hubs, wayfinding signage, promotional materials, and operations for five years. Roeland park will reimburse Mission for their share of the costs.

Councilmember Kring commended Staff for applying for grant funding, and thanked Ms. Boyce for that work.

Councilmember Chociej voiced his agreement with the program and was excited about the idea of more bikes in the area for residents and visitors. He is hopeful to watch data and see how much of a carbon reduction is being made.

Ms. Smith noted that Staff will provide more information once the grant obligation funds is resolved. Locations are being discussed for the bike hubs to connect to transit and trail. That information will be brought forward to the Governing Body after it has been decided. Ms. Boyce also stated that the hope is to have the bikes out for use by this summer.

Councilmember Chociej 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

55th Street Multi-Way Stop Request

Ms. Smith wanted to share out how Staff handle traffic review requests. She noted that they come in from residents, the Governing Body, and staff members. She thought a discussion that would explain how the requests are handled and how information is processed may be helpful. She reported that, in the fall of 2023, a constituent requested consideration of the installation of stop signs along 55th Street, at both the Glenwood and Riggs intersections. She explained that speed reading signs that the City owns are put up at the location to monitor speed in the areas. In this case, and in many others, the on-call traffic engineer is contacted for input as well. There is a cost for that review. Olsson completed an engineer's review of the locations and the study report was provided in the meeting packet. They review MUTCD criteria, existing conditions, speed, traffic count and crash data, and intersection sight distances. Based on the analysis of these intersections, neither satisfy the criteria for multi-way stop control installation. Staff does not recommend proceeding with installing stop signs at those locations. The 85th percentile speed (the speed at which 85% of the vehicles studied were going) collected indicates that users are driving within 5 mph of the posted speed limit. No changes are planned at this time based on the data collected, and the resident will be communicated with as well.

She gave an example of a previous request for looking at the crossing at 61st Street and Broadmoor. That was reviewed and traffic engineers did offer a recommendation to install the flashing four way stops that are being installed there now. She also stated that, in the year end status report later in the month, the Police Department has been able to dedicate more officers to traffic enforcement in particular. Near the two intersections in this request, officers have been dedicating more resources.

Councilmember Loudon asked what the basis of the request for these two stop signs. Ms. Smith stated resident concern, but no one incident. She explained that some of the offsets of the intersections can be confusing. She asked Councilmember Kring, who lives near the intersections and had been copied in the concern email, for her thoughts. She also shared there was not a particular incident that spurred the email. Councilmember Loudon drove the area and

found stop signs near those intersections that seemed to be sufficient.

Councilmember Kring stated that she and Ms. Smith had discussed several traffic issues in the area. Councilmember Kring's concern surrounds speeding and a daycare that is near the area. She also saw a vehicle that evening that was going much faster. She feels like excess speed is still a real concern, and that people use that area to avoid the stoplight at Lamar. Ms. Smith stated that any additional plans will be communicated back.

Department Updates

Ms. Boyce updated the Committee that Public Works is now fully staffed after the onboarding of two new maintenance technicians. The new staff are familiarizing themselves with the equipment and working on CDL training.

Mr. Almoney reported that Water Works Park is officially mobilized to begin construction.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:14 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: MFAC Deck Chair Replacement

RECOMMENDATION: Approve the purchase of eighteen (18) adjustable deck chairs from Central Restaurant Products for a total not to exceed \$9,500.

DETAILS: Pool deck lounge chairs are an important amenity at the Mission Family Aquatic Center (MFAC). They are stored in the off-season to lengthen their usable life, but it is still necessary to replace individual chairs that get damaged or deteriorate due to chemical, weather and UV extremes during the summer. Staff requested bids for the same deck lounge chairs currently on site which have the following specifications:

Product Features:

- Adjustable back: 5 positions
- One-piece molded frame; woven vinyl coated polyester fabric
- Cleans easily
- Capacity: 300 lbs.
- Stackable

Bids to replace eighteen (18) deck lounge chairs are summarized below.

Deck Chair Vendor	Cost Each
Wayfair.com	\$804.22
Central Restaurant Products	\$375
Webstaurant Store	\$397.50

Staff reviewed the bids and found Central Restaurant Products to be the lowest and most responsive bid. The shipping and handling costs for these chairs are currently estimated at \$2,580.05. The total cost for eighteen (18) chairs and shipping comes to \$9,330.05. Due to seasonal shipping rate changes, staff is recommending the purchase of eighteen (18) deck lounge chairs from Central Restaurant Products in an amount not to exceed \$9,500, which is \$500 under the approved budgeted amount.

This project will be paid for from the 2024 MFAC Improvements/ Equipment

Related Statute/City Ordinance:	NA
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Parks + Recreation	From:	Penn Almoney

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

Replacement budget which is funded by Parks + Recreation sales tax funds and approved by City Council as part of the 2024 Parks + Recreation Capital Improvement Plan.

CFAA CONSIDERATIONS/IMPACTS: Repair and replacement of aging amenities keeps facilities safe and efficient and allows residents and visitors to engage as a community within dynamic facilities.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000



Search

Contact us:
(800) 215-9293

[Log In](#) or [Sign Up](#)



- Refrigeration
- Restaurant Equipment
- Dining Room
- Kitchen Supplies
- Dishwashing & Janitorial
- Furniture
- Storage & Transport
- Concession Equipment
- Parts
- Shop By Business
- Deals

Home > Shopping Cart

Shopping Cart

18 Items



Grosfillex 99404006 Marina Adjustable Sling Chaise, White Frame, Blue, 2/CS



SKU: 427-111-2-BLUE VPN: US404006

QTY

- 18 +

[Save for later](#)

Price: \$375.00
Subtotal: \$6,750.00

Order summary

Item total	\$6,750.00
Shipping - 66202 (edit)	\$2,580.05
Taxes	\$538.31
Order Total	\$9,868.36

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

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

RE: MFAC 1 Meter Diving Board Replacement

RECOMMENDATION: Approve the purchase of a one-meter diving board from Commercial Aquatic Solutions for a total not to exceed \$5,776.91.

DETAILS: Diving boards at the Mission Family Aquatic Center (MFAC) are used for parties, meets and leisure diving. The MFAC has a one-meter and three-meter diving board that are consistently utilized throughout the summer season. They are removed each fall and stored during the winter months and reinstalled during the spring facility preparation. This standard practice increased the useful life of the diving boards to eight years (3-meter board) and ten years (1-meter board). The three-meter diving board was replaced two seasons ago due to UV and chemical damage and repetitive use. The one-meter diving board has endured those same impacts and lasted a couple years longer.

There are different types of diving boards - aluminum, steel, fiberglass and composite. Due to the repeated use from patrons with varying heights and weights and for safety purposes, Mission has commercial grade diving boards that can withstand the most rigorous and consistent use.

Staff solicited bids for one-meter diving board replacement from PoolWeb, Rec Supply, Commercial Aquatic Solutions and Pool Supply Unlimited. The bids are summarized below:

Diving Board Vendor	Cost Each	Shipping Estimate
PoolWeb	\$6,770.04	Free Shipping
Rec Supply	\$6,588.05	\$125
Commercial Aquatic Solutions	\$5,006.91	\$770
Pool Supply Unlimited	\$7,193.09	\$100

Staff reviewed the costs associated with each bid and found Commercial Aquatic Solutions to be the lowest and most responsive bid. Staff recommends the purchase of

Related Statute/City Ordinance:	NA
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000

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

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

a diving board from Commercial Aquatic Solutions in an amount not to exceed \$5,776.91. This is a savings of \$1,223.09 from the approved budgeted amount of \$7,000.

This project will be paid from the 2024 MFAC Improvements/ Equipment Replacement budget which is funded by Parks + Recreation sales tax funds and approved by the City Council as part of the 2024 Capital Improvement Plan.

CFAA CONSIDERATIONS/IMPACTS: Repair and replacement of aging amenities keeps facilities safe, efficient and allows residents and visitors to engage as a community within dynamic facilities.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000



Quote

Quote ID: 48679
 Customer ID: 244
 Employee ID: Kathy
 Quote Expires: 3/8/2024

Mission, City of
 Park & Recreation
 6200 Martway
 Mission, KS 66202-3359

Location:
 Mission, City of
 Park & Recreation
 6200 Martway
 Mission, KS 66202-3359
 Home (913) 722-8200
 Fax (913) 722-8208

Qty	Item	List Price	Unit Price	Total
1	16-DX - Diving Board, 16 ft, Duraflex, 16FT	\$6,274.33	\$5,006.91	\$5,006.91
1	SHIPPING-KS - Shipping - Kansas Estimated Shipping	\$770.00	\$770.00	\$770.00

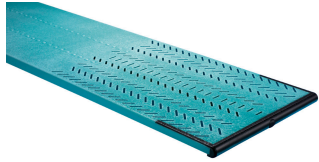
Sub Total	\$5,776.91
Taxes	\$0.00
Total	\$5,776.91

Terms And Conditions

We are pleased to provide you with this quotation for your consideration.

1. This quote is valid for 30 days from the above date, after which the dollar amount may be subject to change.
2. Pricing shown is based on information available at the time of quotation and is subject to review upon order execution.
3. Shipping charges are estimates only and the actual charge may be different at the time of shipment.
4. You may incur restocking fees if you choose to return any items included in this quote. Restocking fees vary per manufacturer.
5. Any changes to this quotation must be made in writing to CAS.

THANK YOU!



16' MAXIFLEX - MODEL B
CATALOG # 66-231-330

The 16' Maxiflex model B (also called Maxi-B) is the diving board that is used in all major competitive diving events in the world. The Maxi-B is the diving board to specify for facilities that have any competitive diving events.

The 16' Maxi-B is tapered from the fulcrum area to the diving tip, and it is tapered from the fulcrum area to the anchor end. The double-taper allows the whole board to arc while flexing, giving it much more lift than the 16' Duraflex. What distinguishes the Maxi-B from the other models is that the board has 189 slots at the tip end.



16' DURAFLEX
CATALOG # 66-231-326

The 16' Duraflex is used for recreational diving in commercial pools that conform to USA Diving, FINA or NCAA minimum dimensions. They are tapered from the fulcrum area to the diving tip.



14' DURAFLEX
CATALOG # 66-231-324

The 14' Duraflex is used for recreational diving in commercial pools that conform to USA Diving, FINA or NCAA minimum dimensions. They are tapered from the fulcrum area to the diving tip.

ALUMINUM SPRINGBOARDS

Our aluminum springboards are a one piece ribbed extrusion of heat-treated, aircraft grade aluminum alloy. A torsional stabilizer is attached to the bottom. The boards are coated with a slip-resistant surface. The underside of the board is protected from direct contact with our fulcrum by rubber channels attached to the ribs.

Warning: The pool where these boards will be installed must have diving-well dimensions conforming to FINA, USA Diving, or NCAA minimum dimensions.

160 WUNOTOO ROAD SPARKS, NEVADA 89434
PHONE 775.343.0115 • FAX 775.343.0203
DURAFLEXINTERNATIONAL.COM



DURAFLEX
Making boards that make champions

City of Mission	Item Number:	7
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

RE: Contract Award for Johnson Drive Landscape Renovation

RECOMMENDATION: Approve a contract with Country Brook Landscapers for renovation of the Johnson Drive Landscape Renovation Project in an amount not to exceed \$179,876.65.

DETAILS: Background: The landscape on Johnson Drive, between Lamar Avenue and Maple Street, was completed in 2014. Over the past ten years, the area has experienced issues related to overgrowth, creating sight distance problems and attracting bugs. Additionally, lack of maintenance planning has further exacerbated the situation. In response to concerns raised by business owners and to address the deteriorating condition of the landscape, the City decided to evaluate and renovate the corridor with a new landscape design incorporating native plantings.

Scope of Work: The scope of work for the renovation project includes the removal of existing plants and replacing them with native plantings and 6 months of maintenance once the project is accepted as complete. The goal is to create a visually appealing and sustainable landscape that supports Mission’s Climate Action goals. Native plants require less water and maintenance, provide habitat for pollinators, food for birds and sink carbon into the ground with their deep roots.

Bidding Process: The 2024 Johnson Drive Landscape Renovation Project, which includes the landscape renovation on Johnson Drive between Lamar Avenue and Maple Street, was bid in January. The bids were opened on January 31, 2024. Three bids were received, with Country Brook Landscapers submitting the lowest and most responsive bid. The bid results are outlined in the table below:

Johnson Drive Landscape Renovation Project Bids

Bidder	Bid
Engineer’s Estimate	\$173,759.15
Country Brook Landscapers	\$179,876.65
Prime Time Contracting	\$188,899.00
Turf Design	\$330,740.44

Recommendation: Staff recommends the approval of the bid for the landscaping renovation along Johnson Drive between Lamar Avenue and Maple Street with Country Brook Landscapers, in an amount not to exceed \$179,876.65. Country Brook Landscapers presented the lowest and most responsive bid, demonstrating the capacity to fulfill the project requirements.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	
Available Budget:	\$179,876.65

City of Mission	Item Number:	7
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

Project Timeline: Construction is anticipated to commence in September 2024 and is estimated to be completed by the end of the year. The proposed timeline allows for the landscape contractor to source the plants needed for this project.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to the landscape which minimizes sights distance issues to maximizes safety for all users.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	
Available Budget:	\$179,876.65



MISSION
Kansas

Project Manual
for
**JOHNSON DRIVE LANDSCAPE
RENOVATION**

LS-2024-01

Published: January 10, 2024

NOTICE INVITING BIDS

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

The City of Mission, Kansas (City) will accept sealed bids from qualified firms interested in providing landscape renovations to include native planting along Johnson Drive between Lamar Avenue and Maple Street. The bid document can be obtained from the City's website at: <https://www.missionks.org/city-services/do-business-in-mission/open-bids-rfps/> or Drexel Technologies Plan Room at: <https://planroom.drexeltech.com>.

Bids must be received in the City of Mission City Clerk's Office by 2:00 p.m. Central Standard Time on January 31, 2024. Bids can be hand delivered or mailed to the City of Mission, Attn: City Clerk, 6090 Woodson Street, Mission, KS 66202. The City reserves the right to reject any and all bids, to waive technical defects in the bids, and to select the bid deemed most responsible and responsive by the City of Mission.

A non-mandatory pre-bid meeting will be held on Wednesday, January 17, 2024, at 2:00 p.m. at City Hall - 6090 Woodson Street, Mission, KS 66202.

Questions relating to this Bid and any requests for clarification, and/or additional information deemed necessary by any responding firm shall be submitted in writing via email and directed to Brent Morton, bmorton@missionks.org.

No requests will be accepted after 2:00 pm January 26, 2024. All information requests and/or Bid clarifications received prior to 2:00 pm on January 26, will be responded to in writing by the City addressed to all known interested firms through Drexel Technologies.

BID

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

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

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

BID SHEET JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account	Lump Sum	1	\$15,000.00	\$15,000.00
2	Removal of Existing Vegetation	Lump Sum	1	\$12,500.00	\$12,500.00
3	Traffic Control	Lump Sum	1	\$6,000.00	\$6,000
4	Allium cernuum (Nodding Onion) #1 Cont.	Each	486	14.85	7,047
5	Antennaria plataginifolia (Pussytoes) 32/38 Cell plug	Each	162	15.2	2,462.4
6	Asclepias tuberosa (Butterfly Milkweed) #1 Cont.	Each	787	14.85	11,686.95
7	Baptisia x 'Purple Smoke' (Purple Smoke Wild Indigo) #1 Cont.	Each	46	14.85	683.1
8	Bouteloua curtipendula (Side Oats Grama) 32/28 Cell plug	Each	78	15.2	1,185.6
9	Bouteloua gracilis (Blue Grama) 32/28 Cell plug	Each	1,399	15.2	21,264.8
10	Carex albicans (White-tinged Sedge) 32/38 Cell plug	Each	1,188	15.2	18,057.6
11	Carex brevior (Oval Sedge) 32/38 Cell Plug	Each	78	15.2	1,185.6
12	Coreopsis lanceolata (Lanceleaf Coreopsis) Quart	Each	638	14.85	9,474.3

13	Dalea purpurea (Purple Prairie Clover) Quart	Each	150	14.85	2,227.5
14	Echinacea purpurea 'PAS702917' (PowWow Wild Berry Coneflower) #1 Cont.	Each	550	14.85	8,167.5
15	Eurybia divaricata (White Wood Aster) Quart	Each	46	14.85	683.1
16	Glandularia canadensis (Rose Verbena) #1 Cont.	Each	1,337	14.85	19,854.45
17	Liatris spicata 'Kobold' (Kobold Blazing Star) #1 Cont.	Each	504	14.85	7,484.4
18	Oenothera macrocarpa (Evening Primrose) Quart	Each	42	14.85	623.7
19	Rudbeckia fulgida 'Little Goldstar' (Little Goldstar Coneflower) #1 Cont.	Each	178	14.85	2,643.3
20	Ruella humilis (Wild Petunia) Quart	Each	404	14.85	5,999.4
21	Solidago flexicalus (Zigzag Goldenrod) Quart	Each	105	14.85	1,559.25
22	Sporobolus heterolepis 'Tara' (Tara Prairie Dropseed) #1 Cont.	Each	1,496	14.85	22,215.6
23	Symphotrichum oblongifolium 'October Skies' (October Skies Fall Aster) #1 Cont.	Each	126	14.85	1,871.1

TOTAL BID \$ 179,876.65

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

A. The Notice to Proceed is anticipated to be September 25, 2024.

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

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

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

having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) Cameron Hockett.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of October 31, 2024.

Enclosed is a certified check, cashier's check or bid bond in the amount of Nine Thousand and no 00/100 DOLLARS (\$ 9,000.00) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Mission, Kansas.

DATED in _____ this 31st day of January, 2024.

(SEAL)

Country Brook Landscapes
Contractor

Cameron Hockett
Signature

Cameron Hockett
Printed Name

Owner/Operator
Title

921 Glengera Street
B3

Street Address or P.O. Box

Peculiar, MO 64078

City, State, Zip

8162557016

Telephone Number

Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024
by and between the City of Mission, Kansas, hereinafter the "City", and _____
hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General 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 lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT**, 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 III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than 90 days subject to the conditions set forth in section 1.18, CONSTRUCTION LIMITATIONS, of the Project Special Provisions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

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

ATTEST:

By _____
Laura H. Smith
City Administrator

City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

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

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Hockett Enterprises LLC dba Country Brook Landscape
921 Glengera St
Peculiar MO 64078

OWNER:

(Name, legal status and address)

City of Mission ATTN: City Clerk
6090 Woodson St
Mission KS 66202

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

BOND AMOUNT: \$9000.00

PROJECT:

(Name, location or address, and Project number, if any)

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

Johnson Drive between Lamar Avenue and Maple Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31 day of January, 2024.

Cameron Hockett

(Principal)

(Seal)

Owner/Operator

(Title)

(Witness)

Travelers Casualty and Surety Company of America

Ruth Ann Solomon

(Surety) Ruth Ann Solomon

(Seal)

Attorney-in-Fact

(Title)

(Witness)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

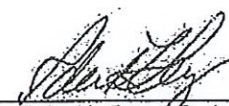
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ruth Ann Solomon** of **GRAIN VALLEY, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

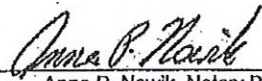
By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF MISSION, KANSAS

LABOR AND MATERIAL PAYMENT BOND

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

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

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

ATTEST: _____ Contractor/Principal

Secretary By _____
(SEAL)

Surety Company
By _____ (SEAL)
Attorney-in-Fact

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

CITY OF MISSION, KANSAS

STATUTORY BOND

LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Provisions, Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

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

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

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

Contractor/Principal

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

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

CITY OF MISSION, KANSAS

MAINTENANCE BOND

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20____, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for **LS-2024-01 - JOHNSON DRIVE LANDSCAPE RENOVATION PROJECT** hereinafter referred to as the "Improvement", designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance with the Contract Documents, if said Improvement endures without defect or need of repair or maintenance for a period of two (2) years from the date of final acceptance, then this obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of the defect and/or the necessary repair or maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

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

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

Contractor/Principal

ATTEST:
(SEAL)

By _____
Print Name: _____

Title

Secretary

Surety Company

(SEAL)

By _____
Attorney-in-Fact

NOTE:

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

CITY OF MISSION, KANSAS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____,
of _____ as principal, hereinafter referred to as the
"Contractor," and _____

_____,
a corporation organized under the laws of the State of _____ and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound unto the City of
Mission, Kansas, hereinafter referred to as "City," in the penal sum of _____
_____, Dollars (\$ _____
_____),

lawful money of the United States of America, for the payment of which sum well and truly to be
made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly
and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____,
20____,

executed a written Agreement with the aforesaid City for furnishing in a good, substantial and
workmanlike manner all construction, labor, materials, equipment, tools, transportation,
superintendence and other facilities and accessories for **LS-2024-01 - JOHNSON DRIVE
LANDSCAPE RENOVATION PROJECT** designated, defined and described in the Agreement
and in accordance with the Contract Documents to include the General Conditions, Project
Special Provisions, Specifications, Plans and other Contract Documents therefor; a copy of the
Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each
and every covenant, condition, and part of the Agreement, and the General Conditions, Project
Special Provisions, Specifications, Plans and other Contract Documents thereto attached or by
reference made a part thereof, according to the true intent and meaning in each case, upon written
acceptance by the City of the improvement herein described in substantial compliance with the
Contract Documents and upon the effective date of the Maintenance Bond for the improvement
then this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Agreement or the Work to be performed
thereunder or the General Conditions, Project Special Provisions, Specifications, Plans and other
Contract Documents accompanying same shall in any way affect its obligation on this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the Agreement or to the Work or to the Specifications, Plans and other Contract
Documents.

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

Whenever Contractor is declared by City to be in default under the Contract Documents, the Surety may promptly remedy the default or shall within fourteen (14) days from the date of notice from the City:

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

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

Contractor/Principal

ATTEST: By _____ (SEAL)

Secretary

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

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

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

RE: Contract Award for 2024 Residential Street Preservation Project

RECOMMENDATION: Approve a contract with G-B Construction, LLC for construction of the 2024 Residential Street Preservation Project in an amount not to exceed \$1,788,274.75

DETAILS: The 2024 Residential Street Preservation Project includes 55th Street from Lamar to the east City Limits. This location was selected from the proposed 10-year program for maintenance and rehabilitation of local/residential streets based on pavement condition. The average PCI of this segment is 40, which is considered very poor.

The scope of work for the project includes full depth pavement reconstruction, and curb and gutter removal and replacement, existing sidewalk replacement, and stormwater improvements or repairs. The 2024 Residential Street Preservation Project was bid in January and bids were opened on February 22, 2024. There were five bidders, with G-B Construction, LLC submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

2024 Street Preservation Project Bids

Bidder	Base Bid
Engineer's Estimate	\$2,103,776.00
G-B Construction, LLC	\$1,788,274.75
Amino Brothers	\$1,868,039.85
VF Anderson Builders, LLC	\$1,900,139.65
Kansas Heavy Construction, LLC	\$1,938,157.20
JM Fahey	\$2,247,903.70

The Residential Street Preservation Program was built with a goal of allocating \$2 million dollars annually for design, construction, and construction inspection. The bid for this project came in under the \$2 million allocation and the engineer's estimate for 2024. Any funds not spent in the current year will roll over to a future year and will be dedicated to the residential street program.

Staff recommends approval of a contract with G-B Construction, LLC in an amount not to exceed \$1,788,274.75. Construction is anticipated to begin in April/May 2024 and is estimated to be completed in 244 calendar days. Utility relocation work has been underway for the last several months in anticipation of this project.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to streets 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:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,000,000.00



February 23, 2024

City of Mission
Stephanie Boyce
4775 Lamar
Mission, Kansas 66202

RE: 55th Street Reconstruction – Lamar to City Limits - Bid Review

Dear Ms. Boyce,

We have reviewed the five bids received for the above-mentioned project. The low bidder was GB Construction LLC at \$1,788,274.75. The Engineer's estimate was \$2,103,776.00. The low bid is 17.6% lower than the Engineer's estimate. The low bidder was separated by \$79,765.10 from the next lowest bid.

Two bidders had errors in their bids. JM Fahey used the wrong bid form and did not have a price for detectable warning surfaces. VF Anderson had at least 3 math errors and I was not able to reproduce their total bid number. Since neither of these bids was the low bid it does not affect the outcome of the bid.

There does not appear to be any evidence of collusion or rigging from looking over the bids and unit costs for each contractor. I am not able to speak about sub-contractors used by the primes to see if their prices have any anomalies due to not having that information.

In conclusion, I recommend going with the low bidder GB Construction LLC.

Please contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Paul B. Moore". The signature is written in a cursive, flowing style.

Paul Moore, P.E.
Project Manager



MISSION
Kansas

Invitation to Bid / Request for Bids / Project Manual

for

**55th STREET RECONSTRUCTION
LAMAR TO CITY LIMITS**

PROJECT # SP-2024-02

Published: February 1, 2024

Bids Due: February 22, 2024

CITY OF MISSION
SPECIFICATIONS
CONTRACT DOCUMENTS
55TH STREET RECONSTRUCTION
LAMAR TO CITY LIMITS
TABLE OF CONTENTS

SUBJECT	PAGE TO PAGE (INCLUSIVE)
Notice to Bidders	N-1 to N-2
Instructions to Bidders	I-1 to I-9
Bid	B-1 to B-5
Agreement	A-1 to A-3
Performance Bond	P-1 to P-2
Maintenance Bond	M-1 to M-2
Statutory Bond	SB-1 to SB-2
Labor and Material Payment Bond	L-1 to L-2
General Conditions – Table of Contents	G-i to G-ii
General Conditions	G-1 to G-36
Project Special Provisions	PSP-1 to PSP-104

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Sealed bids for **55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS** 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 **10:00 a.m.** local time on Tuesday, **February 22nd 2024**. At that time all sealed bids will be transferred to the **City Council Chamber**, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerks of Mission, Kansas, and marked "**55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS**"

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Proposers should specifically not the City of Mission prefers questions be submitted by email.

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

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

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

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

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

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

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

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

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

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

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

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

A Pre-Bid Conference will be held at: Mission Public Works – 4775 Lamar Ave.

Date & Time: February 13th, 2024, 2:00 pm

Publish: Legal Record

DATE: February 1, 2024

INSTRUCTIONS TO BIDDERS

- IB-1. BIDS: All bids shall be made on the forms provided in this bound volume of contract documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "**55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS**". As per the Notice to Bidders, bid shall be addressed to:

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

IB-2. DEFINITIONS:

- a. All definitions set forth in the General 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.

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

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

IB-4. BIDDING DOCUMENTS: Copies of plans and specifications can be seen or purchased for a Non-refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Neither the city nor the consultant shall 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 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.

IB-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 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.

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

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

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

No substitutions will be considered after the contract award unless specifically provided in the contract documents (see GC-61).

- IB-7. ADDENDA: Written addenda will be mailed or delivered to all who are known by the consultant 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.

- IB-8. 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-38 of the General Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the 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:

Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

1. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
2. **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:

Policy MUST include the following condition:

NAME CITY OF MISSION AS " ADDITIONAL INSURED"

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

Limits –

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

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

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

g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of 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, or
4. Is a company mutually agreed upon by the City and Contractor.

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

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

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

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

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

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

Limits- Single Limit Bodily Injury; Including Passengers; and Property Damage:
\$1,000,000 Each Occurrence

Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy MUST include the following condition:

NAME CITY OF MISSION AS " ADDITIONAL INSURED" ON THE HIRED AND

NON-OWNED AIRCRAFT LIABILITY.

- I. Contractor Property Insurance ("Builder's Risk"): [Additional requirement when constructing a building.] Unless otherwise provided in the contract documents, Contractor shall procure and maintain property insurance from insurance companies authorized to do business in the State of Kansas upon the entire project to the full insurable value of the project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Contractor shall include as additional insured's the interests of City, Contractor, design consultants, subcontractor and sub-subcontractors, and shall insure against the risk of direct physical loss including but not limited to fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the contract documents. The property insurance shall include physical loss or damage to the work, including materials and equipment in transit, at the site or at another location as may be indicated in Contractor's application for payment and approved by City. All deductibles are the responsibility of the Contractor.
 1. Unless the contract documents provide otherwise, Contractor shall procure and maintain boiler and machinery insurance that will include the interests of City, Contractor, design consultants, subcontractors and sub-subcontractors.
 2. Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
 3. Any loss covered under Contractor's property insurance shall be adjusted with City and Contractor and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article II of the Agreement.
 4. City and Contractor waive against each other and City's separate contractors, design consultants, subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Contractor and City shall, where appropriate, require similar waivers of subrogation from City's separate contractors, design consultants and subcontractors and shall require each of them to include similar waivers in their contracts.

IB-9. BID SECURITY: Each Bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City of Mission,

Kansas, (hereinafter "City") in an amount of not less than five percent (5%) of the total Bid. In addition to other legal remedies, the amount of said bid security may be retained by and forfeited to the City as liquidated damages if such Bid is accepted and the Successful Bidder fails to enter into an agreement in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful Bidders, with the exception of the second qualifying Bidder, at such time as their Bids are rejected. The Bid deposit of the Successful Bidder and the second qualifying Bidder will be returned when satisfactory insurance certificates, performance bond and statutory or labor and material payment bond in an amount equal to 100% of the agreement and other documents required by the General Conditions have been furnished and the contract documents have been executed.

IB-10. TAXES: It is the intent of the City to supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its Bid, omit from its computed costs all sales and compensation taxes. Upon issuance of a Kansas tax exemption number, two (2) copies of the Project Exemption Certificate (Form PR-74a) will be forwarded to the Contractor. Upon completion of the project, the City will provide the State of Kansas with the project completion date and the State will issue a Project Completion Certification. This will be forwarded to the Contractor who must sign and return it to the City. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Contractor until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety Company to Final Payment.

IB-11. LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages based on the full Bid price of the agreement, fixed and agreed to in advance, according to the following schedule:

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

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

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

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

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

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

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

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

IB-15. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-33 of the General Conditions.

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

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

IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-68 of the General Conditions.

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

IB-19. SUBCONTRACTING: As provided in Article GC-36, the Contractor may utilize the

services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.

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

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



February 14, 2024

55TH STREET RECONSTRUCTION – LAMAR TO CITY LIMITS #SP-2024-02

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.

OLSSON

A handwritten signature in black ink that reads "Paul Moore". The signature is written in a cursive, flowing style.

Paul Moore, P.E.
PROJECT MANAGER

55th STREET RECONSTRUCTION - LAMAR TO CITY LIMITS
ADDENDUM NO. 1

PROJECT MANUAL

Clarifications:

- Item 1: Meeting Minutes from the Pre-Bid Meeting are attached. See **Attachment 1**.
- Item 2: Flowable fill is required for backfilling of storm sewer that is under proposed pavement or sidewalks per the project special provisions. This work shall be subsidiary to the storm sewer installation. In addition, existing storm inlets removed from the project where no new inlet is to be installed shall be backfilled with flowable fill (low strength). This work shall be subsidiary to the "Removal of Existing Structures" bid item.

The exception for Flowable Fill (Low Strength), is in the case of the existing waterline at Woodson. The note on sheet 16 of the plans calls for installing flowable fill (Low Strength) around the existing 24" transmission main where it crosses the proposed storm sewer between structures A15 and A14. In this case the flowable fill shall be paid for by the cubic yard. A bid item will be added to the bid form for this purpose.

Specifications:


- Item 1: Bid Form sheet in the Bid Form Contract section: **Attachment 2**. A revised bid form is attached to account for adding a bid item for "Flowable Fill (Low Strength)" for installing flowable fill around the existing 24" transmission main where it crosses the proposed storm sewer between structures A15 and A14. ***This revised bid tabulation shall be utilized for bidding.***

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

SEAL

G-B Construction LLC

Company Name



Signature

Member

Title

PO Box 1305

Address

Louisburg, KS 66053

City/State/Zip

816-799-6221

Telephone Number

END OF ADDENDUM 1

Pre-Bid Meeting Agenda

MISSION 55th ST. RECONSTRUCTION – LAMAR TO CITY LIMITS 2/13/2024

I. INTRODUCTIONS

- Stephanie Boyce – City of Mission – Public Works Director
- Brent Morton – City of Mission – Public Works Superintendent
- Paul Moore – Olsson – Project Manager – (913) 544-8815
- Construction Inspection – *Pfefferkorn*
- Material Testing – TBD

II. PROJECT SCOPE AND OVERVIEW

- City and County funded project.
- Street reconstruction project to replace pavement, curb replacement, sidewalk replacement, driveway apron replacement, ADA ramps, storm sewer replacement.
- Existing homes shall maintain access during construction at all times.
- Right of way and easements: All work will occur in existing and proposed Right of Way and Temporary construction easements shown on the plans. ***All ROW and easements will be acquired within 6-8 weeks.***

III. GENERAL REQUIREMENTS

- Bid Date – February 22, 2024, 10:00 a.m., Office of the city clerk.
- Anticipated NTP April 1, 2024
- 244 consecutive calendar day job.
- Insurance and Bonding requirements – (page I3 & Sections P, L, M, & SB)
- Any change to Traffic Control must be approved. Any changes approved will not involve extra payment. Traffic control is a lump sum bid item.
 - Drives can be temporarily accessed via temporary surfacing material.
 - 48-hour notice for driveway closures not including weekends
 - No work at night or on Sundays unless specified in the contract documents.
- ADA compliant sidewalk ramps will be required in locations shown on the plans.
- KCMMB spec concrete throughout
- A preconstruction meeting with residents will occur prior to construction (zoom)
- Sump pump outlet work discussion.
- Tensar discussion
- Signal coordination at Lamar discussion
- Every existing duct bank discussion.

IV. UTILITY STATUS

- Evergy
 - Will move poles that are in conflict. New poles show up on the plans. The last pole is being set today.
 - Avoid existing underground duct bank. This is plotted on storm sewer profiles.
 - ***Evergy Manholes that need adjusted will be adjusted by Evergy. Evergy requires 2 weeks' notice to mobilize crews to do the adjustment.***
- Google
 - Contractor has not started but once they do it will take 4 weeks to complete.
- Kansas Gas
 - KGS is replacing their line within the project. Nall To Woodson is complete. The remaining work from Woodson to Lamar will be completed by April 8th.
- Water One
 - Water main is being replaced now. The existing line will remain in place.
 - Approximately 1/3 done. Expected to be done in 8 weeks.
 - The transmission main at Outlook will be replaced as well.
- Sanitary sewer
 - Encasement work with the project. Manhole lid adjustments.
- AT&T
 - No conflicts
- Everfast Fiber
 - Has not responded.
- Charter Spectrum
 - All aerial except on underground crossing at Horton. Pull box on SW corner will be moved 5' south to get out of proposed sidewalk.
- Unite Private Networks
 - Clear of the project.

V. CONTRACTOR/BIDDER QUESTIONS

1. What kind of backfill is required for storm boxes removed in cases where no box is going back in that location. Answer: flowable fill (low strength) that is subsidiary to the removal of existing structures.
2. The concrete collar E4 is relatively shallow and if it ends up interfering with the proposed curb, a thinner collar top will be allowed.



February 21, 2024

55TH STREET RECONSTRUCTION – LAMAR TO CITY LIMITS #SP-2024-02

ADDENDUM NO. 2

CONTRACT BIDDERS:

Enclosed is **Addendum No. 2** to the above referenced contract documents. Please execute and attach this **Addendum No. 2** to your bid sheets.

If you have any questions, please contact the undersigned.

OLSSON

A handwritten signature in black ink that reads "Paul Moore". The signature is written in a cursive style with a large initial "P" and "M".

Paul Moore, P.E.
PROJECT MANAGER


55th STREET RECONSTRUCTION - LAMAR TO CITY LIMITS
ADDENDUM NO. 2

PROJECT MANUAL

Specifications:

- Item 1: Bid Form sheet in the Bid Form Contract section: **Attachment 1**. A revised bid form is attached to account for adding a bid item for "Detectable Warning Surface" It is bid item 16 and that row was missing from the previous bid form. ***This revised bid tabulation shall be utilized for bidding.***

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

G-B Construction LLC
Company Name

Signature
CFO
Title
PO Box 1305
Address
Louisburg, KS 66053
City/State/Zip
816-799-6221
Telephone Number

SEAL

END OF ADDENDUM 2

BID

55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

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

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

BID SHEET

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$90,000.00	\$90,000.00
2	Clearing and Grubbing	Lump Sum	1	\$ 45,000. ⁰⁰	\$ 45,000. ⁰⁰
3	Removal of Existing Structures	Lump Sum	1	\$ 190,000. ⁰⁰	\$ 190,000. ⁰⁰
4	Unclassified Excavation	Cu. Yd.	4742	\$ 27. ⁰⁵	\$ 128,271. ¹⁰
5	Excavation (Unsuitable)	Cu. Yd.	200	\$ 10. ⁰⁰	\$ 2,000. ⁰⁰
6	Excavation (Unstable)	Cu. Yd.	200	\$ 10. ⁰⁰	\$ 2,000. ⁰⁰
7	Compaction of Earthwork (all types)	Cu. Yd.	120	\$ 26. ⁰⁰	\$ 3,120. ⁰⁰
8	HMA Commercial Grade (Class A)	Ton	3650	\$ 91. ³⁰	\$ 333,245. ⁰⁰
9	AB-3 O.P. Modified (4")	Sq. Yd.	1079	\$ 7. ⁵⁰	\$ 8,092. ⁵⁰
10	Cement Treated Subgrade (9")	Sq. Yd.	10199	\$ 6. ²⁰	\$ 63,233. ⁸⁰
11	TENSAR NX850	Sq. Yd.	900	\$ 5. ⁰⁰	\$ 4,500. ⁰⁰
12	Curb & Gutter, Combined (Type A)	Lin Ft.	5418	\$ 21. ⁸⁵	\$ 118,383. ³⁰
13	Concrete Pavement (Uniform)(6")(AE)(Plain)	Sq. Yd.	1184	\$ 74. ⁰⁰	\$ 87,616. ⁰⁰

14	Sidewalk Construction (4")	Sq. Ft.	7451	\$ 7.40	\$ 55,137.40
15	Sidewalk Ramp (6")	Sq. Ft.	1605	\$ 28.05	\$ 45,020.25
16	Detectable Warning Surface	Sq. Ft.	176	\$ 49.70	\$ 8,747.20
17	Integral Sidewalk Retaining Wall	Cu. Yd.	14.8	\$ 1070.00	\$ 15,836.00
18	Pipe Underdrain (6" Perferated)(Type H)	Lin Ft.	104	\$ 22.50	\$ 2,340.00
19	Pipe Underdrain (6" Non-Perferated)(Type K)	Lin Ft.	270	\$ 22.50	\$ 6,075.00
20	Sanitary Sewer Concrete Encasement (RCE)	Lin Ft.	71	\$ 325.00	\$ 23,075.00
21	Sanitary Sewer Concrete Encasement (CRCE)	Lin Ft.	20	\$ 325.00	\$ 6,500.00
22	15" Storm Sewer (RCP Class III)	Lin Ft.	99	\$ 153.45	\$ 15,191.55
23	18" Storm Sewer (RCP Class III)	Lin Ft.	171	\$ 164.75	\$ 28,172.25
24	24" Storm Sewer (RCP Class III)	Lin Ft.	959	\$ 164.75	\$ 157,995.25
25	30" Storm Sewer (RCP Class III)	Lin Ft.	28	\$ 185.75	\$ 5,201.00
26	36" Storm Sewer (RCP Class III)	Lin Ft.	16	\$ 230.15	\$ 3,682.40
27	22"x14" Storm Sewer (RCPA Class IV)	Lin Ft.	96	\$ 241.55	\$ 23,188.80
28	28.5"x18" Storm Sewer (RCPA Class IV)	Lin Ft.	34	\$ 309.50	\$ 10,523.00
29	Junction Box (4'x4')	Each	1	\$ 6030.00	\$ 6,030.00
30	Junction Box (6'x4')	Each	1	\$ 6600.00	\$ 6,600.00
31	Junction Box (6'x6')	Each	1	\$ 7,685.00	\$ 7,685.00
32	Inlet (6'x3') (Non Setback)(Curb)	Each	2	\$ 6,715.00	\$ 13,430.00
33	Inlet (6'x4') (Non Setback)(Curb)	Each	3	\$ 7,110.00	\$ 21,330.00
34	Inlet (4'x5') (Non-Setback) (Curb)	Each	1	\$ 6,675.00	\$ 6,675.00
35	Inlet (6'x4.5') (Non-Setback) (Curb)	Each	5	\$ 7,555.00	\$ 37,775.00
36	Inlet (8'x4.5') (Non-Setback) (Curb)	Each	1	\$ 8,845.00	\$ 8,845.00

37	Inlet (6'x8') (Curb)	Each	1	\$10,200. ⁰⁰	\$10,200. ⁰⁰
38	Inlet (6'x3') (Curb)	Each	1	\$6,515. ⁰⁰	\$6,515. ⁰⁰
39	Inlet (6'x4') (Curb)	Each	3	\$7,510. ⁰⁰	\$22,530. ⁰⁰
40	Inlet (4'x4') (Curb)	Each	1	\$6,530. ⁰⁰	\$6,530. ⁰⁰
41	Inlet (8'x3') (Curb)	Each	1	\$7,500. ⁰⁰	\$7,500. ⁰⁰
42	Inlet (4'x7') (Curb)	Each	1	\$7,390. ⁰⁰	\$7,390. ⁰⁰
43	Inlet (4'x5') (Curb)	Each	1	\$6,820. ⁰⁰	\$6,820. ⁰⁰
44	Inlet (4'x3') (Curb)	Each	1	\$5,855. ⁰⁰	\$5,855. ⁰⁰
45	Concrete Pipe Collar	Each	1	\$750. ⁰⁰	\$750. ⁰⁰
46	Adjustment of Sump Pump Outlet	Each	2	\$300. ⁰⁰	\$600. ⁰⁰
47	Adjustment of Manholes	Each	8	\$2,500. ⁰⁰	\$20,000. ⁰⁰
48	Chain Link Fence (4')	Lin. Ft.	74	\$80. ⁰⁰	\$5,964. ⁴⁰
49	Gate (Chain Link)	Each	1	\$1,075. ⁰⁰	\$1,075. ⁰⁰
50	24" SOLID WHITE STOP BAR (THERMOPLASTIC)	Lin. Ft.	12	\$25. ⁰⁰	\$300. ⁰⁰
51	30" SOLID WHITE CROSSWALK (THERMOPLASTIC)	Lin. Ft.	26	\$25. ⁰⁰	\$650. ⁰⁰
52	Sod (Fescue)	Sq. Yd.	3737	\$9. ¹⁵	\$34,193. ⁵⁵
53	Temporary Surfacing material (AB-3 O.P. Modified)	Ton	192	\$25. ⁰⁰	\$4,800. ⁰⁰
54	Topsoil	Cu. Yd.	623	\$30. ⁰⁰	\$18,690. ⁰⁰
55	Silt Fence	Lin. Ft.	58	\$2. ⁵⁰	\$145. ⁰⁰
56	Inlet Protection	Each	23	\$100. ⁰⁰	\$2,300. ⁰⁰
57	Hydraulic Erosion Control	Ton	1.4	\$2,000. ⁰⁰	\$2,800. ⁰⁰
58	Construction Entrance	Sq. Yd.	56	\$12. ⁵⁰	\$700. ⁰⁰
59	Water Quality Control Manager	Week	34	\$100. ⁰⁰	\$3,400. ⁰⁰

60	SWPPP Inspection (est.)	Each	34	\$ 100. ⁰⁰	\$ 3,400. ⁰⁰
61	Traffic Control	Lump Sum	1	\$ 11,550. ⁰⁰	\$ 11,550. ⁰⁰
62	Contractor Construction Staking	Lump Sum	1	\$ 12,320. ⁰⁰	\$ 12,320. ⁰⁰
63	Flowable Fill (Low Strength)	Cu. Yd.	5.2	\$ 150. ⁰⁰	\$ 780. ⁰⁰
TOTAL BID				\$ <u>1,788,274.⁷⁵</u>	

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

A. The Notice to Proceed is anticipated to be April 1, 2024.

B. The undersigned further agrees to complete the work as described in the plans during 244 total consecutive calendar days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer.

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

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

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

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

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

4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) Acknowledged SM Addendum 1 and 2
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of March 30, 2023.

Enclosed is a certified check, cashier's check or bid bond in the amount of Bid Bond 5% DOLLARS (\$ _____) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Overland Park, Kansas.

DATED in Kansas this 22nd day of February, 2024.

(SEAL)

G-B Construction LLC
Contractor

[Signature]
Signature

George Bazin
Printed Name

Member
Title

PO Box 1305
Street Address or P.O. Box

Louisburg, KS 66053
City, State, Zip

816-799-6221
Telephone Number

833-819-1008 Fax Number



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

G-B Construction, LLC
P.O. Box 1305
Louisburg, KS 66053

OWNER:

(Name, legal status and address)

City of Mission, KS
6090 Wppdspm St.
Mission, KS 66202

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

55th Street Recon - Lamar to City Limits; Project #SP-2024-02

SURETY:

(Name, legal status and principal place of business)

National American Insurance Company
PO Box 9
Chandler, OK 74834

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February 2024

Jack McCleave
(Witness) Jack McCleave

Shawn Byrne
(Witness) Shawn Byrne

G-B Construction, LLC
(Principal) _____ (Seal)
George Smith
(Title) George Smith
National American Insurance Company
(Surety) _____ (Seal)
Vickie J. Nickel
(Title) Vickie J. Nickel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original executed and changes will not be obscured.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: Bid Bond

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Vickie J. Nickel, Shawn Byrne, David Parkhurst, Lisa Ann Summers,
Rebecca A. Lilley, Kerry A. Sherrod

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Exp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 22nd day of February, 2024



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024
by and between the City of Mission, Kansas, hereinafter the "City", and _____
hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General 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 lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **2023 STREET RECONSTRUCTION PROJECTS**, 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 III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than 120 days subject to the conditions set forth in section 1.18, CONSTRUCTION LIMITATIONS, of the Project Special Provisions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

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

ATTEST:

By _____
Laura H. Smith
City Administrator

City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

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

CITY OF MISSION, KANSAS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____,
of _____ as principal, hereinafter referred to as the
"Contractor," and _____

_____,
a corporation organized under the laws of the State of _____ and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound unto the City of
Mission, Kansas, hereinafter referred to as "City," in the penal sum of _____
_____, Dollars (\$ _____
_____),

lawful money of the United States of America, for the payment of which sum well and truly to be
made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly
and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____,
20____,

executed a written Agreement with the aforesaid City for furnishing in a good, substantial and
workmanlike manner all construction, labor, materials, equipment, tools, transportation,
superintendence and other facilities and accessories for **55TH STREET RECONSTRUCTION
LAMAR TO CITY LIMITS** designated, defined and described in the Agreement and in
accordance with the Contract Documents to include the General Conditions, Project Special
Provisions, Specifications, Plans and other Contract Documents therefor; a copy of the
Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each
and every covenant, condition, and part of the Agreement, and the General Conditions, Project
Special Provisions, Specifications, Plans and other Contract Documents thereto attached or by
reference made a part thereof, according to the true intent and meaning in each case, upon written
acceptance by the City of the improvement herein described in substantial compliance with the
Contract Documents and upon the effective date of the Maintenance Bond for the improvement
then this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Agreement or the Work to be performed
thereunder or the General Conditions, Project Special Provisions, Specifications, Plans and other
Contract Documents accompanying same shall in any way affect its obligation on this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the Agreement or to the Work or to the Specifications, Plans and other Contract
Documents.

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

Whenever Contractor is declared by City to be in default under the Contract Documents, the Surety may promptly remedy the default or shall within fourteen (14) days from the date of notice from the City:

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

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

Contractor/Principal

ATTEST: By _____(SEAL)

Secretary

Title

Surety Company

By _____(SEAL)
Attorney-in-Fact

NOTE:

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

CITY OF MISSION, KANSAS

MAINTENANCE BOND

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____,
20____, executed a written Agreement with the aforesaid City for furnishing in a good,
substantial and workmanlike manner all construction, labor, materials, equipment, tools,
transportation, superintendence and other facilities and accessories for **55TH STREET
RECONSTRUCTION LAMAR TO CITY LIMITS** hereinafter referred to as the "Improvement",
designated, defined and described in the Agreement and the Contract Documents, and in
accordance with the Specifications and Plans and other Contract Documents therefor; a copy of
the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance
with the Contract Documents, if said Improvement endures without defect or need of repair or
maintenance for a period of two (2) years from the date of final acceptance, then this obligation
shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this
obligation shall remain in full force and effect and Contractor and the Surety shall be responsible
for the prompt payment of the penal sum to the City for such repairs and/or maintenance including
any incidental costs associated therewith, including but not limited to the costs of consultants
and/or engineering investigations, testing, analysis and any other costs incurred to determine the
cause of the defect and/or the necessary repair or maintenance and attorney fees incurred in
collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Agreement or the Work to be performed
thereunder or the Specifications, Plans and other Contract Documents accompanying same shall
in any way affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the Agreement or to the Work or to the
Specifications, Plans and other Contract Documents.

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

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

Contractor/Principal

ATTEST:
(SEAL)

By _____
Print Name: _____

Title

Secretary

Surety Company

(SEAL)

By _____
Attorney-in-Fact

NOTE:

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

CITY OF MISSION, KANSAS

STATUTORY BOND

55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement and the Contract Documents to the work to be
performed thereunder, or the Provisions, Plans and Specifications accompanying the same, shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of
time alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and
Specifications.

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

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

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

Contractor/Principal

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

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

CITY OF MISSION, KANSAS

LABOR AND MATERIAL PAYMENT BOND

55TH STREET RECONSTRUCTION LAMAR TO CITY LIMITS

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

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

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

ATTEST: _____ Contractor/Principal

Secretary By _____
(SEAL)

Surety Company
By _____ (SEAL)
Attorney-in-Fact

NOTE:

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

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

RE: Construction Inspection Services Agreement – 2024 Residential Street Preservation Project

RECOMMENDATION: Approve a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the 2024 Residential Street Preservation Project in an amount not to exceed \$106,900.00.

DETAILS: The 2024 Residential Street Preservation Project includes 55th Street from Lamar to the east City Limits. This location was selected from the proposed 10-year program for maintenance and rehabilitation of local/residential streets based on pavement condition. The average PCI of this segment is 40, which is considered very poor.

The scope of work for the project to be constructed in 2024 includes full depth pavement reconstruction, and curb and gutter removal and replacement, existing sidewalk replacement, and stormwater improvements or repairs

Construction inspection services are necessary for the 2024 Residential Street Preservation Project in order to achieve quality construction in accordance with the City's plans and specifications. Pfefferkorn previously provided cost effective, quality construction inspection services for the Lamar Ave. Rehabilitation and Resurfacing (UBAS) project in 2020 and the 2022 and 2023 Residential Street Preservation projects.

Based on Pfefferkorn's qualifications, previous experience, and cost, Staff recommends approval of a construction inspection services agreement for the 2024 Street Preservation Project with Pfefferkorn in an amount not to exceed \$106,900. All documentation, observation, and required testing is included as part of this contract.

The contract is based on part-time services and the City will only be billed for actual time spent on the project. Construction is anticipated to begin in April/May 2024 and is estimated to be completed in 244 calendar days.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$106,900.00

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to streets 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:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$106,900.00



Pfefferkorn Engineering & Environmental, LLC

19957 W. 162nd Street
Olathe, KS 66062
913-490-3967
kate.p@p-e2.com



**55th Street Rehabilitation– Lamar Ave. to City Limits
Construction Inspection Services**

PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to reconstruction, asphalt surfacing, milling, concrete and pavement marking.

Pfefferkorn will provide a KDOT Certified Construction Inspector as well as supplemental inspectors and materials testing technicians when needed. Our KDOT Certified Inspector will coordinate daily inspection activities associated with the project while our supplemental inspectors and materials testing technicians will provide support services as necessary.

Our inspector will check traffic control daily, inspect work items conform to specifications and be dedicated to the project during contractor activity. As per the City’s request, this proposal has full-time inspection covering all contractor activity including material testing.

The quoted amounts are based on the project scope, plans and quantities provided February 1, 2024. The City has allotted 244 calendar days to completion, starting April 1, 2024. Working hours are anticipated to be Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated on Sunday). The following table is a budgetary upper limit we anticipate covering the inspection and material testing scope of the 55th Street Rehabilitation Project.

FULL TIME INSPECTION	Quantity	Unit	Unit Cost	Subtotal
Certified Inspector (full-time, coverage of ALL contractor activity)	1,200	Hours	\$85	\$102,000
Concrete testing Slump, Unit Weight, Air Content, Temperature, Compressive Strength (4" x 8" Cylinders – set of 7)	40	Each	\$80	\$3,200
Aggregate Gradation Sieve Analysis AB-3 OP Modified	1	Each	\$100	\$100
Asphalt Properties (Gyratory Compaction, Marshall properties, Rice Density)	1	Each	\$850	\$850
Field Density Testing for Asphalt and Base Compaction (portable gauge)	5	Days	\$150	\$750
			TOTAL	\$106,900

This cost amounts stated above are to serve as a not-to-exceed limit for construction inspection and materials testing services. *Inspection hourly rate is billed at \$85 per hour. Project duration expected sometime between April 1, 2024 to December 1, 2024 and subject to the contractor's work schedule approved by the City.*

Thank you for your consideration. Please let me know if you have any questions or concerns. To accept this agreement, please sign below and e-mail kelley@p-e2.com or fax 913-426-9138 to our office.

Very kind regards,



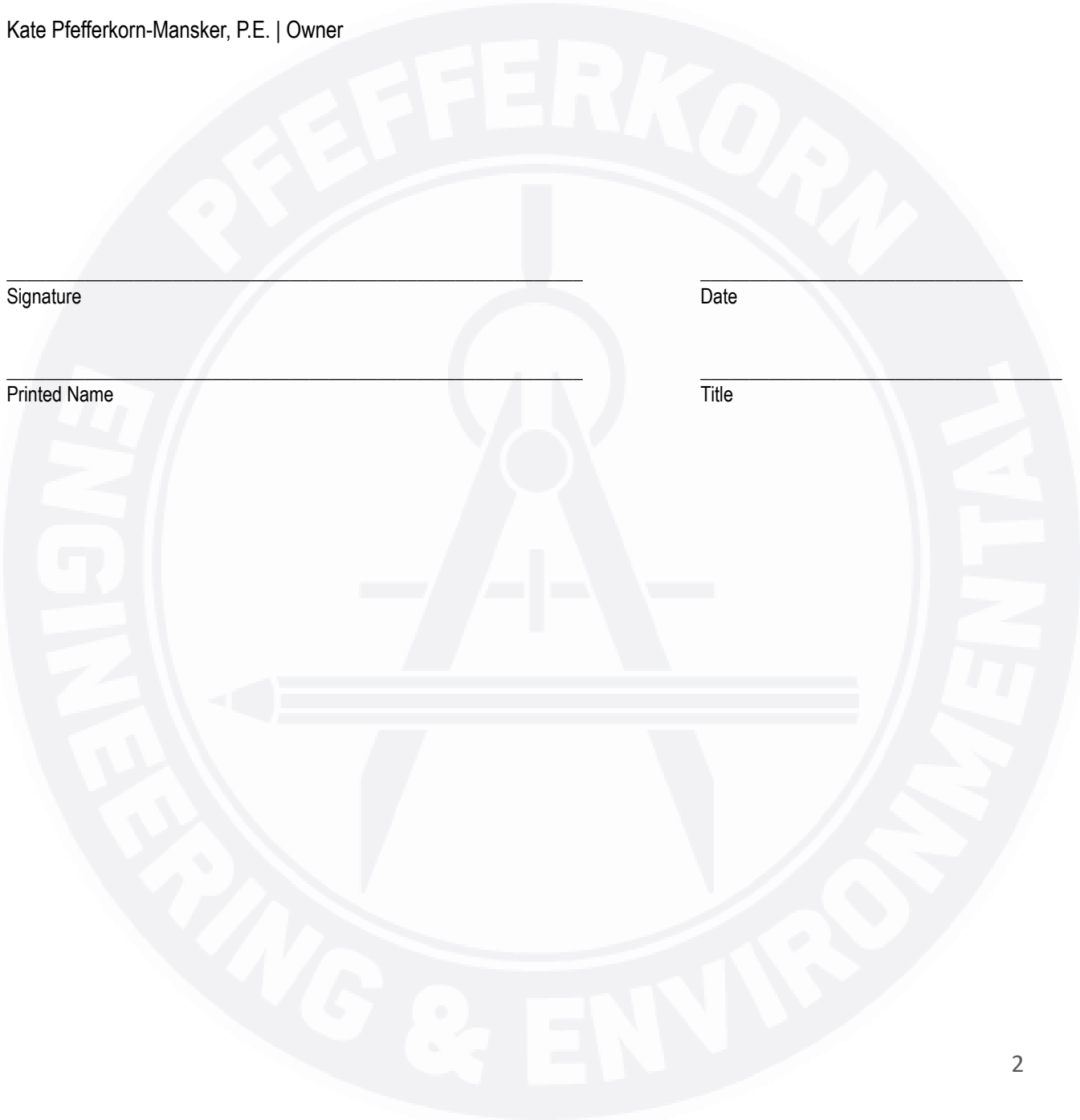
Kate Pfefferkorn-Mansker, P.E. | Owner

Signature

Date

Printed Name

Title



City of Mission	Item Number:	10
ACTION ITEM SUMMARY	Date:	March 6, 2024
Public Works	From:	Stephanie Boyce

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

RE: 2024 Public Works Capital Equipment Purchases

RECOMMENDATION: Approve the purchase of equipment for a Ford F-550 Truck in an amount not to exceed \$48,317.00

DETAILS: The 2024 budget includes \$138,000 in the Equipment Reserve and Replacement Fund to purchase two (2) Ford F-550 trucks and associated equipment. Since the original budget was approved, costs have increased, allowing for the replacement of only one truck and its associated equipment. One Ford F-550 truck was ordered in February 2024 at a total cost of \$67,805.00.

This action item includes purchase of the related equipment for that truck, including the stainless-steel dump body, lights, plow, and spreader. Once the Ford F-550 is delivered, Truck #785 will be marked as surplus and sold. Staff recommends purchasing the equipment from American Equipment at a total cost of \$48,317. The total budget for replacement of this truck is \$116,122.

Ford F-550 (1)	Vendor	Price
F-550 Crew Cab Equipment	Shawnee Mission Ford American Equipment Co.	\$ 67,805.00 (Truck) <u>\$ 48,317.00 (Equipment)</u> \$ 116,122.00

CFAA CONSIDERATIONS/IMPACTS: Developing and adhering to appropriate vehicle and equipment replacement schedules ensures Public Works staff have the tools to safely maintain public streets and sidewalks as well as park areas to promote engaging and inviting spaces and to serve residents and visitors.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	24-24-20-403-06 (\$48,317)
Available Budget:	\$70,195

American

EQUIPMENT CO.
 3250 Harvester Road
 Kansas City, Kansas 66115
 (Phone) 913-342-1450 (Fax) 913-342-1377
 sales@americanequipment.us

QUOTATION

DATE	Quotation #
2/12/2024	021224/02RK

NAME / ADDRESS
City of Mission 6090 Woodson Mission, KS 66202

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		913-262-6916(SHOP)	913-262-6916

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract # EV2959: Equipment for 2024 Ford F-450 4x4 Diesel, 84" CA: Rugby 11' 2-3 Yard Stainless Steel Dump Body: - 12 1/2" Stainless fold down sides - 3/16" AR400 steel floor - 8" formed longills - 1/4 cab shield w/window - SR4016 underbody hoist with double-acting electric/hydraulic power unit - (6) Amber/Clear LED strobes - (2) on rear posts and (2) on cabshield facing out sides and (2) on cabshield facing forward - Pull tarp system with asphalt tarp - Full size amber/clear light bar with built-in arrowstick - Hitchplate w/ 2" receiver hitch and adapter with 10 ton pintle ball combo (2 5/16" ball) - 7 pole RV style trailer plug mounted as high as possible - back-up alarm - install OEM supplied b/u camera - Installation		26,348.00	26,348.00

Quoted by Ryan Keith	Total
----------------------	--------------

American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
2/12/2024	021224/02RK

NAME / ADDRESS
City of Mission 6090 Woodson Mission, KS 66202

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		913-262-6916(SHOP)	913-262-6916
QTY	ITEM	DESCRIPTION	U/M	COST	Total
300		Boss 8' 6" Super Duty Snow Plow: - 29" 11 gauge steel moldboard - (7) vertical reinforcing ribs & (2) diagonal reinforcing ribs - (4) trip springs - (2) 1 1/2" X 10" angle cylinders - (2) adjustable cast iron shoes - Shock absorber - (2) plow markers - Smart Hitch 2 Quick Attaching System - SL-3 LED lights - JOYSTICK Controller - Rubber snow deflector - CARBIDE CUTTING EDGE WITH COVER BLADE		9,218.00	9,218.00
300		Buyers Salt Dogg- 10' Electric Stainless Steel Spreader - 3 cubic yard capacity - 14.5" wide conveyer chain - Dual electric motors (3/4 HP auger - 1/2 HP Spinner) - 2 hinged heavy duty top screens, 1/4" bars - Stainless steel inverted "V" - In-cab controller - Ratchet hold down kit with tie downs in bed - TAILGATE LATCHBAR - 18" poly spinner disk with 2 adjustable internal baffles in chute - RUBBER SIDE FLAPS with bungee strap hold downs on sides of spreader - Installation		12,751.00	12,751.00
Quoted by Ryan Keith				Total	\$48,317.00

This quote is valid for 30 days. Applicable taxes not included.

City of Mission	Item Number:	11.
DISCUSSION ITEM SUMMARY	Date:	March 6, 2024
PARKS & RECREATION	From:	Penn Almoney

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

RE: Revenue Policy for the City of Mission Parks + Recreation Department

DETAILS: A recommendation to create a Revenue Policy was included in the Feasibility Study/ Business Plan that PROS Consulting completed in 2023.

A suitable revenue policy should address:

- Differential rates
- Cost recovery levels
- Scholarship programs
- Refund/cancellation policy
- Donation policy

Staff is recommending the following policy for Council review and consideration so that the City could be in a position to proactively communicate clear expectations and requirements associated with revenue generating facilities and programs.

CFAA IMPACTS/CONSIDERATIONS: The City prioritizes transparency and proper fiscal management and seeks to develop policies which clearly communicate responsibilities and expectations for those using our amenities and a variety of recreational purposes.

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

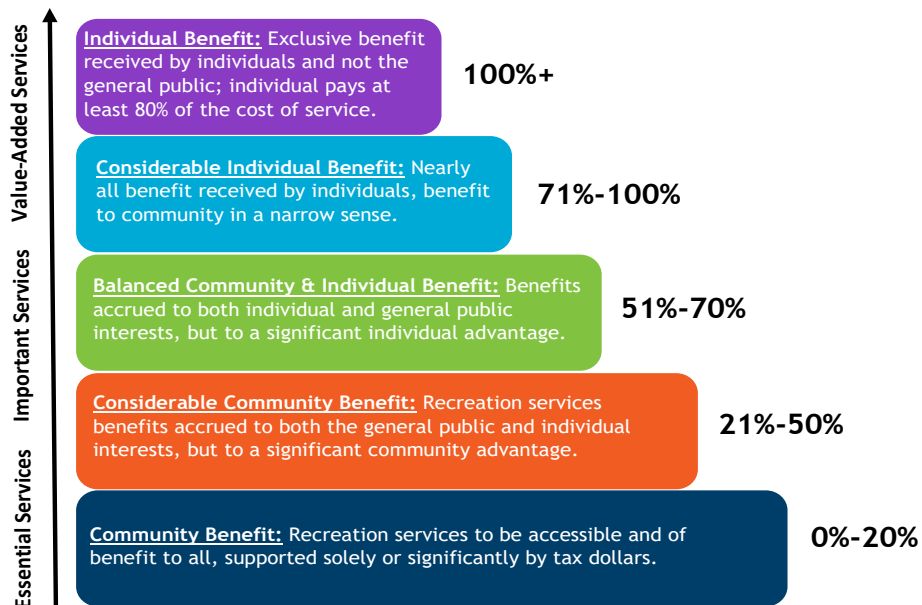
City of Mission

Parks and Recreation Revenue Guideline

The City of Mission Parks + Recreation Department is devoted to providing outstanding leisure and recreational opportunities to the citizens of Mission. The Parks + Recreation Department cannot operate programs, facilities and services solely on a tax subsidy. Other revenue-generating mechanisms tailored to the needs and circumstances of the residents are vital to ensure that there is fair and equitable use of programs, facilities and services offered by the Department.

Fees and charges are designed to supplement tax-based revenue sources, not replace them, nor will they be used to diminish the responsibility to provide public open space and leisure opportunities. Rather, fees and charges will be viewed as a method to continue to provide basic services on an equitable basis and expand where demand dictates. The establishment of fees and charges creates value for the program, facility or service. This policy is designed to allow for the delivery of quality, comprehensive Parks + Recreation programs, services and amenities that are financially feasible, sustainable and affordable. These guidelines are based on establishing fees/charges proportionate to the benefits received. Programs can be divided into three categories with sub-ranges of cost recovery to help further consider internal programming:

- Essential
- Important
- Value-Added



ESSENTIAL PROGRAMS are those that provide a community benefit. The programs, facilities and services benefit the community as a whole and contribute to quality of life within Mission. They increase property value, provide safety, address social needs and enhance quality of life for residents. The community generally pays for these basic services and facilities through taxes and are offered at minimal or no fee. A program classified as essential has these common properties:

1. It is difficult to determine benefits received by one user.
2. The service/program is equally available to everyone in the community and should benefit everyone.
3. Any fees charged shall be viewed as a method to continue to provide basic services.
4. Fees may be charged to ration limited availability.

Examples include special events, environmental stewardship programs, volunteer activities, unreserved use of parks, pavilions, playgrounds and outdoor courts/fields and the costs associated with their maintenance.

IMPORTANT PROGRAMS are those that promote individual physical and mental well-being and provide recreational skill development. These are generally more traditionally expected services and beginner instructional levels that are more self-paced and where everyone participates. They may require considerable staff planning, supervision and benefit to both the participant and community due to their education and safety value. The percentage of subsidy is based on the target user group. A program classified as important has these common properties:

1. Requires facilities, supplies, equipment and/or significant staff planning and supervision specific to the service.
2. Benefits both the participant and community due to education, cultural or physical value.
3. The service uses consumable materials.
4. The service requires added preparation or clean-up.
5. The service requires contracted services or instruction at an additional cost.

Examples include entry level physical fitness classes, swim lessons and community center memberships.

VALUE-ADDED PROGRAMS are those where the individual participant or user group enjoys the benefits of the service exclusively or a heightened level of service over the basic need. These services may also provide advanced, high levels of personal instruction, are geared at developing personal skills and may have a prerequisite skill to participate. These programs are revenue generators as they receive no subsidy. A program classified as value-added has these common properties:

1. The level of service attributable to the user is known.
2. Individuals or groups benefit more compared to the community.
3. Resource impact of the individual service is great.
4. The service requires contracted services or instruction at an additional cost.

5. Alternative providers readily available within the local market.

Examples include swim team, advanced personal training or small group classes/ rentals.

FEES + CHARGES

Programs and Special Events

Recreation programs and special events shall recover their costs in a manner that is proportional to their benefit to the general population. Recreation programs and special events will be established in a manner that the revenues collected recover costs in the following manner:

Community Benefit: 0 - 20% direct cost recovery

Considerable Community Benefit: 21 - 50% direct cost recovery

Balanced Community + Individual Benefit: 51-70% direct cost recovery

Considerable Individual Benefit: 71-100% direct cost recovery

Individual Benefit Value-Added: 100-125% direct cost recovery

Direct Cost is defined as all the specific, identifiable expenses associated with providing a service. These expenses include, but are not limited to wages and benefits, contracted services, rental of facilities and equipment directly related to the service and purchased equipment and supplies.

Most recreation programs shall be planned that the minimum enrollment shall recover costs. There shall be a nominal cost differential between resident and non-resident participants.

Differential Fees

Differential fees between resident and non-residents will be charged for memberships and rentals of facilities such as rooms, shelters and field space. The differential will be 133% of the resident fee. In addition, a commercial rate will be established for those that will be charging a fee to participants or the event will provide a level of monetary gain back to the individual or organization renting the facility. This rate will be 150% of the resident fee.

Differential fees between Powell Community Center (PCC) members and PCC non-members will be charged for programs or classes not included within a membership package. The differential will typically be \$5 for smaller programs (i.e. swim lessons) and not exceed 115% of the PCC member rate for larger programs (i.e. Mission Summer Camp).

Late Fees

Late fees will be charged for recreation programs in which the planning of the program depends on the number of registrants at the time that the advertised registration period ends since late registrations can cause disruptions and delays. The late fee must be advertised in all promotional material in which the fee is posted. The fee shall be set to incentivize early registration and will not exceed \$20.

SCHOLARSHIP POLICY

Households who desire to participate in a recreational program or membership should not be denied the opportunity due to financial hardship. A scholarship program has been created to provide residents an opportunity to participate in programs when financial hardships may otherwise prevent it.

A scholarship form is filled out requesting the head of household name, DOB, number of family members, household income, individual(s) attending the program. This data is reviewed/compared to the annual Department of Housing and Urban Development (HUD) poverty level data from Mission, KS which can be found at https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn. This program is funded by in-kind citizen donations gathered at the community center or through the Mission Charitable Fund.

PROGRAM REFUND POLICY

To maintain the highest level of customer service, full refunds will be given before the program season or class begins. Refunds will not be granted due to the administrative planning, schedule creation and equipment/ uniform ordering under the following circumstances:

- Youth Sports: No refunds after the first game
- Adult Sports: No refunds the day before the coaches' meeting

This policy will be enforced for all programs unless noted in the program description. Any exceptions due to medical emergencies or hardships will be reviewed on a case-by-case basis.

MEMBERSHIP CANCELLATION

Memberships Paid In Full

Refunds will factor in the duration of the membership. The number of complete and partial months that have passed since purchase will be subtracted from the amount paid.

Memberships on Monthly Payments

Notice of cancellation must be 7 days or more prior to the payment due date or that payment will be charged.

DONATION REQUEST POLICY

To be a good community partner with schools requesting donations for fundraising events, Mission has set aside public relations/marketing packages valued at \$2,000. Roughly \$1,000 is reserved for Mission schools and \$1,000 for schools outside of Mission who serve Mission residents. Discretion is given to the Director on the donation level ranging anywhere from one program registration or rental up to an individual PCC membership. Donations are tracked in an Excel document to ensure fair and equitable access.

CORPORATE POLICY

The PCC offers a corporate membership in order to be a good community partner with area businesses. This was created to assist employers in creating a healthier workforce by offering PCC memberships to their employees at a discounted rate.

If a local company has an active business license on file with Mission City Hall, then employees of that business need to show proof of employment from that company and will receive the membership at the Mission Resident + Mission Business Rate. <see PCC Membership Rates>

REVIEW OF FEES

Fees shall be reviewed annually considering the direct and indirect cost inputs, space limitations and rental or wage increases, and any adjustments will be communicated to the City Council.