

OSAGE CITY COUNCIL

Regular Meeting

October 28, 2025

7:00 p.m.

City Council Chambers – 221 S. 5th- Osage City, Ks

To join the meeting from your computer, tablet, or smartphone:

<https://tinyurl.com/2ajsms3b>

Meeting ID: 294 718 263 301

Passcode: UT9sw62f

Dial in by phone: 1-872-215-6905

Phone Conference ID: 352 887 245#

I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors



II. Consent Agenda

1. Approval of October 14, 2025 Regular Meeting Minutes
2. Approval of Tree City USA Proclamation
3. Approval of Brenda Smothers/Meyer to join the Osage City Tree Board

III. Business Before the Council

1. Approval of the construction contract between the City of Osage City and Murray & Sons Construction, Inc. for the addition to the Osage City Public Library (Action Required)—Brett Waggoner, Governmental Assistance Services Grant Specialist
2. Approve the construction contract with Bettis Asphalt & Construction, Inc. for the airport runway, apron, and lights project (Action Required)—Katie Hodge, City Manager

IV. Adjournment

Next Ordinance # 1707

Next Resolution # 1144

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
October 14, 2025

ROLL CALL: Now on this 14th day of October, 2025, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City at 7:00 p.m. The following members being present and participating to wit: Mayor: Brian Stromgren; Council Members: Kathy Ayers, Shirley Bausman, Mike Gilliland, Mike Handly, Cathryn Houghton, Jeannette Swarts, and Jeff Tice. Excused: Susan Smith City Staff present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Dale Schwieger, Utilities Director; Amy Woodward, City Clerk. Excused: Sadie Boos, City Treasurer.

Others Present: Michael Van Nice, Sue Billings, Stevan Billings, Pete Magarelli, Joseph Thomas.

APPROVAL OF THE AGENDA:

Motion by Swarts, second by Tice to approve the amended agenda for deleting Business Before the Council Action Item No. 1 Approval of a construction contract for the Library's addition. The motion was declared carried (7-0).

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of September 23rd, 2025 Regular Meeting Minutes

Motion by Swarts, second by Ayers to approve the consent agenda. The motion was declared carried (7-0).

BUSINESS BEFORE THE COUNCIL:

1. Deleted
2. **Approval of Task Order No. 5 for engineer-owner for Phase II Sanitary Sewer Improvements – Katie Hodge, City Manager**

Hodge reviewed the amendment to task order #5 for Phase II Sanitary Sewer Improvement project with Council.

Motion by Houghton, second by Tice to approve Amendment No. 1 to Task Order No. 5 not to exceed \$212,143.13 and authorize the Mayor to execute the agreement. The motion was declared carried (7-0).

3. Approval of task Order No. 6 for engineer-owner for Phase III Sanitary Sewer Improvements – Katie Hodge, City Manager

Hodge reviewed the amendment to task order #6 for Phase II Sanitary Sewer Improvement project with Council.

Motion made by Houghton, second by Ayers, to approve Amendment No. 1 to Task Order No. 6 not to exceed \$200,682.66 and authorize the Mayor to execute the agreement. The motion was declared carried (7-0).

4&5. Approval of Preliminary Application of the Planned Unit Development (PUD) Overlay District for the Osage Legacy Project at 13th & Brant Street – Joseph Thomas, Heartland Design+Build.

Hodge reviewed with council the background of the projects, and reason why the topic is here in Council tonight.

Thomas shared the background of the MIH grant award and the desire gain approval for an Overlay Planned Unit Development (PUD) in the Huffman II Edition & Legacy Addition.

Resident of the new Huffman II Edition, Michael Van Nice, spoke of his disapproval of the changes in lot sizes to Council.

Motion made by Houghton to table to next meeting. The motion died for lack of a second.

Motion made by Swarts to send the item back to Planning and Zoning. The motion died for lack of a second.

Motion made by Bausman, second by Houghton, to approve the Planned Unit Development (PUD) Overlay District preliminary application for housing project Huffman II, Block 1 (Huffman Addition) and authorize the submission of the final development plans or plans, request the City Attorney draw up an ordinance designating the tract with an overlay of the planned unit development, and order the official zoning map to be amended. A roll call vote was conducted.

Swarts – Nay

Handly – Yea

Ayers – Yea

Tice – Nay

Bausman – Yea

Handly – Yea

Houghton – Yea

The motion was declared carried (5-2).

Motion made by Bausman, second by Gilliland, to approve the Planned Unit Development (UD) Overlay District preliminary application for housing project Osage Legacy (13th & Brant) and authorize the submission of the final development of plan or plans, request the City Attorney draw up an ordinance designating the tract with an overlay of the planned unit development, and order the official zoning map to be amended. A roll call vote was conducted.

Swarts – Yea

Handly – Yea

Ayers – Yea

Tice – Yea

Bausman – Yea

Handly – Yea

Houghton – Yea

The motion was declared carried (7-0).

6. Review of an amendment Article No. 2 and Article No. 15 of the Planning & Zoning Regulations related to the outside storage requirements for Industrial Zoned areas within the city limits (Discussion) – Katie Hodge, City Manager

Information Only – Hodge reviewed with Council the proposed changes to the storage definition for Industrial zoned areas. The matter will be taken up for consideration on the November 18th Council meeting.

ADJOURNMENT: *At the request of Council Member Smith and on her motion, seconded by Council Member Bausman and carried unanimously, the meeting adjourned at 7:20 p.m.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk



TREE CITY USA
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Brian Stromgren, Mayor of the City of Osage City, do hereby proclaim October 21, 2025 as **ARBOR DAY** In the City of Osage City, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 21 day of October, 2025
Mayor Brian Stromgren



Number _____ OFFICIAL USE ONLY

Received _____

CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please Indicate with an (X) as many as meet your interests:

- CITY COUNCIL TERM VACANCY
- PLANNING AND ZONING COMMITTEE
- INDUSTRIAL DEVELOPMENT COMMITTEE
- COMMUNITY IMPROVEMENT COMMITTEE
- OTHER
- LIBRARY BOARD
- OSAGE CITY TREE BOARD
- PARKS AND RECREATION ADVISORY BOARD
- PUBLIC BUILDING COMMISSION

Specific Project: _____

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5th Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title Mr. Mrs. Miss Ms. Dr.

Name: Brenda Smothers / Meyer

Home Address: 700 Sunset Dr OC.

Number of Years Lived in Osage City: 30 yrs

Telephone (Cell) 785-410-4733 (Business) _____ (Email) bksmothers@gmail

Occupation Custodian Employer USD 420

Business Address _____

Education (Highest School Year, degrees, etc.) Grade 12

Prior Appointed or Elected Offices Held (if any) _____

Present and Past Community Volunteer Activities: _____

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.)

I care about our community & would love the opportunity to be a part of beautifying it with more trees.

Date: 10-21-25 Signature: Brenda Smothers

This interest form will be kept on file for two (2) years.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/28/2025

TIME
7:00 P.M.

| | | |
|---------------------------|----------------------------------|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: ADMIN | APPROVED FOR AGENDA: |
| ITEM NO. 1 | BY: Katie Hode, City Manager | BY: Katie Hodge |

ITEM:

CDBG project--Library Addition—construction contract

BACKGROUND:

The Osage City Public Library and its architect are prepared to award the construction contract for the library's CDBG-funded project. While the interlocal agreement identifies the library as financially responsible for the project, CDBG regulations stipulate that the construction contract must be executed between the City, as the official CDBG grantee, and the contractor.

FISCAL NOTE:

COUNCIL ACTION:

1. Approve the construction contract
2. Reject the construction contract
3. Table for a later discussion

STAFF RECOMMENDATION:

Approve the construction contract

MOTION:

I move to approve the contract between the City of Osage City and Murray & Sons Construction Company, Inc. in an amount not to exceed **\$683,100.00**, and to authorize the Mayor to execute the contract on behalf of the City.

DRAFT

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « 23rd » day of « September » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Osage City »« »
« Physical Address:
201 S 5th Street, Osage City, KS 66523
Mailing Address:
P.O. Box 250, Osage City, KS 66523 »
« »
« 785-528-3714 »

and the Contractor:
(Name, legal status, address and other information)

« Murray & Sons Construction Co., Inc. »« »
« 3641 SW Plass Ave C, Topeka KS 66611 »
« 785-267-1961 »
« »

for the following Project:
(Name, location and detailed description)

« Osage City Library Addition »
« 515 Main St., Osage City, KS 66523 »
« 785-528-3727 »

The Architect:
(Name, legal status, address and other information)

« Bryan Falk, AIA »« »
« Falk Architects Inc. »
« 827 N Kansas Ave., Topeka KS 66608 »
« 785-691-9958 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

| Number | Title | Date |
|--------|-------------------|-----------|
| G000 | Cover Sheet | 7-22-2025 |
| G001 | Code Plan | |
| G002 | ADA Typ | |
| AD101 | Demo Plan | |
| A010 | Site Plan | |
| A101 | Floor Plans | |
| A103 | Roof Plan & RCP | |
| A201 | Elevations | |
| A301 | Building Sections | |
| A302 | Building Sections | |
| A401 | Floor Finish Plan | |
| A402 | Wall Finish Plan | |

| | |
|---------|------------------------------|
| A403 | Enlarged Bathroom Plans |
| A404 | Casework Elevations and Dtls |
| A501 | Building Details |
| A601 | Door + Window Elev/Sched |
| S0.0 | General Notes & Typ Dtls |
| S1.1 | Structural Plans & Dtls |
| S2.0 | Framing Details |
| MPE 1.0 | Master Symbols List |
| MPE 1.1 | Master Specifications |
| M 1.1 | HVAC Plan |
| M2.1 | HVAC Dtl & Schedule |
| P 0.1 | Plumbing Plans |
| P 1.1 | Plumbing Plans |
| P2.1 | Plumbing Details |
| E 1.1 | Power Plan |
| E 2.1 | Lighting Plan |
| E 3.1 | Electrical Details |
| E4.1 | Special Systems Plan |

Specifications: All specifications except front end are on sheet

| Section | Title | Pages |
|-------------|------------------------------|-------|
| --- | Table of Contents | 1 |
| 00 1113 | Advertisement to Bidders | 1 |
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| Section B-1 | CBDG & Section 3 Compl | 2 |
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.3 addenda prepared by the Architect as follows:

| Number | Date | Pages |
|--------|-----------|-------|
| 1 | 8-4-2025 | 3 |
| 2 | 8-15-2025 | 3 |
| 3 | 8-21-2025 | 14 |
| 4 | 8-29-2025 | 8 |
| 5 | 9-2-2025 | 2 |

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« Miscellaneous attachments to addendums »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than « 224 » (« ») calendar days from the date of commencement.

[] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « 683,100 »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Contractor provided "Schedule of Values" attached.

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« Base bid - \$642,700
Add alternate #1 - \$9,400
Add alternate #2 - \$1,400
Add alternate #3 - \$5,100
Add alternate #4 - \$12,000
Add alternate #5 - \$8,300
Add alternate #6 - \$2,500
Add alternate #7 - \$1,700
»

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

« within 31 days of receipt with Contractor pay apps due the 1st of each month »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« 6 » % « annually »

ARTICLE 5 INSURANCE

Contractor shall provide their standard Certificate of Insurance for Owner review and approval. The Contractor COI will become an attachment to this agreement. The Contractor must maintain insurance described in the COI for the full duration of the project.

The Owner’s standard Certificate of Insurance is an attachment to this agreement and shall maintain this insurance for the full duration of the project.

BONDING AND INSURANCE REQUIREMENTS

A. The government-wide grants management common rule, “Uniform Administrative Requirements for Grants to State and Local Governments,” contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$100,000. The following types of bonds are required:

- A bid guarantee equal to at least five percent of the proposed contract amount, secured through a bid loan or a certified check;
- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
- A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The State of Kansas CDBG program, through adoption of the federal policy and amending it to fit the State’s program needs, extends the above bonding requirements to cover all contracts that exceed \$25,000. Allowance is made for local requirements to prevail for contracts between \$25,000 and \$100,000 as long as the bid and the subsequent contract is secured to protect the grantee and the Federal funds. CDBG also recommends some type of security on all construction contracts under \$25,000, such as a line of credit, cash deposit in bank for term of project, etc.

C. Commerce reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.

D. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

The Owner has provided the attached Tax Exemption Certificate.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« Suspension and Debarment

1. THE CONTRACTOR certifies that neither it nor any of its principals (as defined in 2 C.F.R. § 180.995) is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. THE CONTRACTOR further certifies that it will not knowingly award a subcontract to any person or entity that is debarred, suspended, proposed for debarment, or declared ineligible for the award of Federal contracts.

Pursuant to the requirements of 2 C.F.R. Part 180, Subpart C, THE CONTRACTOR agrees to check the Excluded Parties List System (EPLS) at www.sam.gov before entering into any subcontract to ensure that no subcontractor is debarred, suspended, or ineligible.

If, during the term of this contract, THE CONTRACTOR or any of its principals becomes debarred, suspended, or declared ineligible, THE CONTRACTOR agrees to immediately notify the contracting officer and take appropriate action, including possible termination of this contract.

Failure to comply with these provisions may result in the termination of the contract and any other legal remedies available to the Federal Government.

2. Conflict of Interest

CONTRACTOR covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

3. State & Federal Standards

THE CONTRACTOR agrees to Operate within Federal and State guidelines, specifically:

All Civil Rights Laws, Executive Orders and Regulations as listed in the attached Appendix A, including the following:

- Title VI of Civil Rights Act of 1964
- Title VIII of Civil Rights Act of 1968 (Fair Housing)
- Sections 503 and 504 of Rehabilitation Act of 1973, as amended
- Americans with Disabilities Act
- Architectural Barriers Act of 1968
- Section 109 of Housing and Community Development Act of 1974
- Kansas Act Against Discrimination
- Age Discrimination Act of 1975
- Executive Order 11246, as amended and Executive Order 11375
- E-Verify
- Buy America Build America Act

- (IF over \$150,000 AND funded by CDBG) Clean Air Act and Federal Water Pollution Act
- (IF over \$100,000 AND funded by CDBG) Sign and include Byrd Anti-Lobbying Certification

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)
 « »
 (Printed name and title)

CONTRACTOR (Signature)
 « Mike Gibson » « President »
 (Printed name and title)
 LICENSE NO.: 0898619
 JURISDICTION: State of Kansas

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/28/2025

TIME
7:00 P.M.

| | | |
|---------------------------|----------------------------------|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: ADMIN | APPROVED FOR AGENDA: |
| ITEM NO. 2 | BY: Katie Hode, City Manager | BY: Katie Hodge |

ITEM:

Rehabilitate Runway 17/35 & Apron, Reconstruct Runway 17/35 Lights
BIL/AIP Project No. 3-20-0120-014/015-2025, KAIP No. AV 2025-46

BACKGROUND:

This project is for the airport runway and apron rehabilitation, along with new lighting.

FISCAL NOTE:

\$1,079,263.68

Grants have been secured to cover the project.

COUNCIL ACTION:

1. Approve the contract

STAFF RECOMMENDATION:

Approve the contract with Bettis

MOTION:

I move to approve the construction contract with Bettis Asphalt & Construction, Inc. in an amount not to exceed **\$1,079,263.68**, and to authorize the City Manager to execute the contract on behalf of the City.

April 23, 2025

Katie Hodge, City Manager
City of Osage City
201 S. 5th Street
Osage City, Kansas 66523

RE: Recommendation of Award
Rehabilitate Runway 17/35 & Apron, Reconstruct Runway 17/35 Lights
Osage City Municipal Airport (53K), Osage City, Kansas
BIL/AIP Project Nos. 3-20-0120-014/015-2025, KAIP No. AV-2025-46
KM No. 2410245

Dear Ms. Hodge:

On April 11, 2025, one bid was received for the referenced project at the City. The bidder was qualified to submit a bid proposal within the requirements of the project specification and bid documents. The project was advertised in the local paper and on QuestCDN which included planrooms. Prospective bidders were sent personal notices via QuestCDN. proposal was reviewed and evaluated, including unit price extensions. The bid tabulation is attached. A summary of the Bid Results and other required information have been provided below:

Bid Results

| Bidder | Total Base Bid |
|------------------------------------|-----------------|
| Engineer's Estimate | \$ 988,758.50 |
| Bettis Asphalt & Construction Inc. | \$ 1,079,263.68 |

There were no irregularities. The low bid amount is \$90,505.18 more than the engineer's estimate.

Recommendation for Award

In accordance with the project specifications and contract documents, it is Kirkham Michael's opinion that the bid is reasonable and recommends awarding the contract to Bettis Asphalt & Construction Inc. of Topeka Kansas, on their bid proposal for the base bid of \$ 1,079,263.68. Their bid submittal is enclosed for your review.

The bidder provided a 5% bid bond.

The proposal is signed and attested.

There was no extra insurance cost for any company.

No pre-bid meeting was held for this project.

The bidder is pre-qualified.

The bidder is not disbarred.

The bidder indicated on the Buy American Certification form that they will comply with Title 49 U.S.C. Section 50101 for this project. A waiver was not requested.

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The DBE goal established for this project by the sponsor is 8.83%. The DBE goal was met.

| Bidder | Anticipated DBE Utilization |
|------------------------------------|-----------------------------|
| Bettis Asphalt & Construction Inc. | 8.86% |

Tentative List of Subcontractors

Atlas Electric – electrical
 Perry Fulsom Construction - seeding and mulching
 Cillessen & Sons - traffic control and pavement marking
 Vance Brothers - crack sealing
 HDB Trucking - DBE trucking
 Freeman Concrete - anchor replacement.

Single Bid information

Following the line items 1-4 contained within AIP Sponsor Guide 1000 for Single Bids, the following information is provided:

1. The plan holder list consisted of one Asphalt Construction company with two electrical subcontractors.
2. The project manual/specification was reviewed to determine if the project requirements unduly restricted competition. In Kirkham Michael's judgment, the project requirements were not restrictive.
3. A cost analysis was conducted by reviewing similar projects let within the same time period within the FAAs Central Region. Unit costs submitted by Bettis Asphalt & Construction Inc. are in line with other bids let at this time. Asphalt unit price came in at a higher rate than a similar project bid in the central region this year, the quantity of material and the trucking distance of 40 miles contributes to unit price increase we see on this bid price from our Engineer's Estimate and recently bid project.
4. Per Sponsor Guide 1000, an overall difference of 9.15% for the base bid items is within reasonable margins for this project.
5. The items we found to be higher than the estimate came from the electrical line items. The prime contractor indicated that they received bids from both subcontractors, this demonstrates a competitive bid environment for a portion of the project.
6. A Notice to Contractor's List is attached to this letter that lists which contractors perform this type of work. 59 contractors were sent personal Request to Bid notices using QuestCDN.com. This service reaches many other Contractors throughout a wide service area and is becoming the best resource for many Contractors to learn about various construction projects.
7. To further stimulate interest, the following plan rooms downloaded plans via QuestCDN. These locations are common for contractors to view documents for construction projects: ConstructConnect and eplan.
8. Per State and Local advertising requirements, the project was advertised in the local newspaper, Osage County Herald, in the March 27th and April 3rd publications.

Justification

After a review of the bid items and the cost comparison, it was determined that the bid Bettis Asphalt & Construction

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Inc.is justified and reasonable.

Please note that FAA must concur with the award to Bettis Asphalt & Construction Inc. before notification of the award can be issued. The Sponsor shall not enter into a contract with Bettis Asphalt & Construction Inc. until federal authorization is received.

If you have any questions or need any additional information, please contact us at 515-393-4766.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC

Cory M. Gaston, P.E.
Project Engineer

Enclosure: Notice to Contractors List
 Plan Holders List
 Bid Tabulation
 Bettis Asphalt & Construction Inc. Proposal
 Bid Bond
 DBE Letters of Intent
 Buy American Waiver

Cc w/enclosures: Andrea McKinnie-FAA

Plan Holder Report as of 04/10/2025 01:43 PM CDT

Osage City Airport Rehabilitate Runway 17/35 and Apron, Reconstruct Runway 17/35 Lights

Quest eBidDoc™ Number: 9449423

Closing Date: Fri, 04/11/2025 11:00 AM CDT Posting Type: Construction Project Owner Name: City of Osage City, Kansas Solicitor Name: Kirkham Michael Contact: Susan Beauchamp Phone: 402.366.4401 Email: sbeauchamp@kirkham.com

| <u>Company Name & Address</u> | <u>Contact Name/Email Address</u> | <u>Phone/Fax</u> | <u>Bus. Cert</u> | <u>Bus. Desig</u> | <u>Entry Date</u> | <u>Doc Type</u> | <u>Comments</u> |
|---|--|------------------------------|------------------|-------------------|-------------------|-----------------|-----------------|
| ePlan 1400 Forum Blvd Ste 7B, Columbia, MO-65203 | Eplan Reporter eplan@eplanbidding.com | 5734477130 573-355-5404 | | Plan Room | 03/24/2025 | eBidDoc | |
| Bettis Asphalt & Construction, Inc. 1800 NW Brickyard Rd, Topeka, KS-66618 | Mark Bettis mbettis@bettisasphalt.com | 785-235-8444 785-232-0078 | | Prime Bidder | 03/26/2025 | eBidDoc | |
| ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209 | Eric Mills content@constructconnect.com | 800-364-2059 866-570-8187 | | Plan Room | 03/27/2025 | eBidDoc | |
| Atlas Electric LLC 1607 N Wabash, Wichita, KS-67214 | Bryan Grosch bgrosch@atlaselectricllc.com | 316-858-1560 316-858-1564 | | Unknown | 03/27/2025 | eBidDoc | |
| L&S Electric LLC PO Box 1701, Salina, KS- 67402 | Kriston Phelps kriston.phelps@gmail.com | 785-488-7668 | Vet Pref | Subcontractor | 04/04/2025 | eBidDoc | |
| ADB Safegate 977 Gahanna Parkway, Columbus, OH-43230 | Jason Watson jason.watson@adbsafegate.com | 614-861-1304 X2200 | | Supplier | 04/08/2025 | eBidDoc | |

BID TABULATION

PROJECT:

Rehabilitate Runway 17/35 & Apron, Reconstruct Runway 17/35 Lights
Osage City (53K)

ENGINEER:

Kirkham Michael
217 North Douglas Avenue
Ellsworth, Kansas 67439

AIP GRANT NO.:

3-20-0120-014/015-2025, AV-2025-46

KM PROJECT NO.:

2410245

DATE OF BID OPENING: April 11, 2025, at 11:00 AM CST

| Description | Quantities | Units | Engineer's Estimate | | Bettis Asphalt & Construction Inc. | |
|---|------------|-------|---------------------|---------------------|------------------------------------|-----------------------|
| | | | Unit Cost | Total | Unit Cost | Total |
| BASE BID (Items 1 thru 31) | | | | | | |
| 1 Mobilization | 1 | LS | \$ 90,000.00 | \$ 90,000.00 | \$ 103,777.00 | \$ 103,777.00 |
| 2 Construction Safety Plan and Traffic Control | 1 | LS | \$ 35,000.00 | \$ 35,000.00 | \$ 74,108.00 | \$ 74,108.00 |
| 3 Asphalt Milling | 16,931 | SY | \$ 5.00 | \$ 84,655.00 | \$ 4.60 | \$ 77,882.60 |
| 4 Remove Tie Down | 12 | EA | \$ 2,500.00 | \$ 30,000.00 | \$ 604.00 | \$ 7,248.00 |
| 5 Crack Sealing (< 1.5") | 5,000 | LF | \$ 3.50 | \$ 17,500.00 | \$ 5.15 | \$ 25,750.00 |
| 6 Crack Repair (≥ 1.5") | 7,000 | LF | \$ 8.00 | \$ 56,000.00 | \$ 5.50 | \$ 38,500.00 |
| 7 Asphalt Overlay, KDOT HMA-Commercial Grade (Class A) | 2,379 | TONS | \$ 145.00 | \$ 344,955.00 | \$ 159.00 | \$ 378,261.00 |
| 8 Pavement Markings (Yellow) | 492 | SF | \$ 2.50 | \$ 1,230.00 | \$ 5.16 | \$ 2,538.72 |
| 9 Pavement Markings (White) | 4,486 | SF | \$ 2.50 | \$ 11,215.00 | \$ 5.16 | \$ 23,147.76 |
| 10 Remove Existing Runway Edge Lights | 34 | EA | \$ 300.00 | \$ 10,200.00 | \$ 70.48 | \$ 2,396.32 |
| 11 Remove Threshold Lights | 12 | EA | \$ 300.00 | \$ 3,600.00 | \$ 70.48 | \$ 845.76 |
| 12 Remove Existing Beacon Tower | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 3,393.20 | \$ 3,393.20 |
| 13 1 Way 2 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill | 5,504 | LF | \$ 4.00 | \$ 22,016.00 | \$ 9.06 | \$ 49,866.24 |
| 14 1 Way 2 Inch Schedule 80 PVC Conduit, Including Trenching and Backfill | 113 | LF | \$ 30.00 | \$ 3,390.00 | \$ 25.17 | \$ 2,844.21 |
| 15 1 Way 1-1/2 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill | 481 | LF | \$ 3.50 | \$ 1,683.50 | \$ 8.06 | \$ 3,876.86 |
| 16 Underground Secondary Service from Utility Transformer to Regulator Vault, #1/0 600v, Installed in Conduit | 481 | LF | \$ 4.00 | \$ 1,924.00 | \$ 15.10 | \$ 7,263.10 |
| 17 No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Trench, Duct or Conduit | 5,974 | LF | \$ 3.00 | \$ 17,922.00 | \$ 3.02 | \$ 18,041.48 |
| 18 No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Including Ground Rods and Connectors | 5,617 | LF | \$ 4.00 | \$ 22,468.00 | \$ 5.03 | \$ 28,253.51 |
| 19 4KW Current Regulator "Runway" | 1 | EA | \$ 12,000.00 | \$ 12,000.00 | \$ 12,586.04 | \$ 12,586.04 |
| 20 L-861E (L) MIRL, LED, 24" Tall, Base Mounted Runway Threshold Light w/Arctic Kit | 32 | EA | \$ 1,500.00 | \$ 48,000.00 | \$ 1,480.12 | \$ 47,363.84 |
| 21 L-861E (L) MIRL, LED, 24" Tall, Base Mounted Runway Edge Light w/Arctic Kit | 24 | EA | \$ 1,500.00 | \$ 36,000.00 | \$ 1,429.77 | \$ 34,314.48 |
| 22 Install Tie Down Anchor | 12 | EA | \$ 6,000.00 | \$ 72,000.00 | \$ 1,214.00 | \$ 14,568.00 |
| 23 Seeding | 1 | AC | \$ 5,000.00 | \$ 6,250.00 | \$ 2,014.00 | \$ 2,517.50 |
| 24 Mulching | 1 | AC | \$ 5,000.00 | \$ 6,250.00 | \$ 2,014.00 | \$ 2,517.50 |
| 25 L-867 Electrical Handhole, Size B, 24" Deep | 2 | EA | \$ 1,250.00 | \$ 2,500.00 | \$ 906.20 | \$ 1,812.40 |
| 26 Regulator Enclosure Electrical Work | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 4,027.53 | \$ 4,027.53 |
| 27 Fiberglass Regulator Enclosure | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 50,344.15 | \$ 50,344.15 |
| 28 New L-801A, Class I Airport Rotating Beacon, In Place | 1 | LS | \$ 8,000.00 | \$ 8,000.00 | \$ 14,096.36 | \$ 14,096.36 |
| 29 New Tip-Down Beacon Pole Tower | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 38,462.93 | \$ 38,462.93 |
| 30 L-854 PTG Airport Lighting Controller | 1 | EA | \$ 4,000.00 | \$ 4,000.00 | \$ 4,631.66 | \$ 4,631.66 |
| 31 Spare Parts | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | \$ 4,027.53 | \$ 4,027.53 |
| Total Base Bid (Items 1 thru 31) | | | | \$988,758.50 | | \$1,079,263.68 |

PROPOSAL FORM

TO: City of Osage City, Kansas
Osage City, Kansas

The undersigned, in compliance with the request for bids for construction of the following Project:

**Rehabilitate Runway 17/35 & Apron, Reconstruct Runway 17/35 Lights
Osage City Municipal Airport (53K), Osage City, Kansas
BIL/AIP Project Nos. 3-20-0120-014/015-2025, KAIP No. AV-2025-46**

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID SCHEDULE

| Bid Item | Item Description | Quantity | Unit | Unit Price | Extension |
|--------------------------------|--|----------|------|--------------|---------------|
| BASE BID (ITEMS 1 - 31) | | | | | |
| 1 | Mobilization | 1 | LS | \$103,777.00 | \$ 103,777.00 |
| 2 | Construction Safety Plan and Traffic Control | 1 | LS | \$ 74,108.00 | \$ 74,108.00 |
| 3 | Asphalt Milling | 16,931 | SY | \$ 4.60 | \$ 77,882.60 |
| 4 | Remove Tie Down | 12 | EA | \$ 604.00 | \$ 7,248.00 |
| 5 | Crack Sealing (< 1.5") | 5,000 | LF | \$ 5.15 | \$ 25,750.00 |
| 6 | Crack Repair (≥ 1.5") | 7,000 | LF | \$ 5.50 | \$ 38,500.00 |
| 7 | Asphalt Overlay, KDOT HMA-Commercial Grade (Class A) | 2,379 | TONS | \$ 159.00 | \$ 378,261.00 |
| 8 | Pavement Markings (Yellow) | 492 | SF | \$ 5.16 | \$ 2,538.72 |
| 9 | Pavement Markings (White) | 4,486 | SF | \$ 5.16 | \$ 23,147.76 |
| 10 | Remove Existing Runway Edge Lights | 34 | EA | \$ 70.48 | \$ 2,396.32 |
| 11 | Remove Threshold Lights | 12 | EA | \$ 70.48 | \$ 845.76 |
| 12 | Remove Existing Beacon Tower | 1 | EA | \$ 3,393.20 | \$ 3,393.20 |
| 13 | 1 Way 2 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill | 5,504 | LF | \$ 9.06 | \$ 49,866.24 |
| 14 | 1 Way 2 Inch Schedule 80 PVC Conduit, Including Trenching and Backfill | 113 | LF | \$ 25.17 | \$ 2,844.21 |
| 15 | 1 Way 1-1/2 Inch Schedule 40 PVC Conduit, Including Trenching and Backfill | 481 | LF | \$ 8.06 | \$ 3,876.86 |

| | | | | | |
|----|--|-------|----|--------------|--------------|
| 16 | Underground Secondary Service from Utility Transformer to Regulator Vault, #1/0 600v, Installed in Conduit | 481 | LF | \$ 15.10 | \$ 7,263.10 |
| 17 | No. 8 AWG, 5KV, L-824, Type C Cable, Installed In Trench, Duct or Conduit | 5,974 | LF | \$ 3.02 | \$ 18,041.48 |
| 18 | No. 6 AWG, Solid, Bare Counterpoise Wire, Installed In Trench, Including Ground Rods and Connectors | 5,617 | LF | \$ 5.03 | \$ 28,253.51 |
| 19 | 4KW Current Regulator "Runway" | 1 | EA | \$ 12,586.04 | \$ 12,586.04 |
| 20 | L-861E (L) MIRL, LED, 24" Tall, Base Mounted Runway Threshold Light w/Arctic Kit | 32 | EA | \$ 1,480.12 | \$ 47,363.84 |
| 21 | L-861E (L) MIRL, LED, 24" Tall, Base Mounted Runway Edge Light w/Arctic Kit | 24 | EA | \$ 1,429.77 | \$ 34,314.48 |
| 22 | Install Tie Down Anchor | 12 | EA | \$ 1,214.00 | \$ 14,568.00 |
| 23 | Seeding | 1.25 | AC | \$ 2,014.00 | \$ 2,517.50 |
| 24 | Mulching | 1.25 | AC | \$ 2,014.00 | \$ 2,517.50 |
| 25 | L-867 Electrical Handhole, Size B, 24" Deep | 2 | EA | \$ 906.20 | \$ 1,812.40 |
| 26 | Regulator Enclosure Electrical Work | 1 | LS | \$ 4,027.53 | \$ 4,027.53 |
| 27 | Fiberglass Regulator Enclosure | 1 | LS | \$ 50,344.15 | \$ 50,344.15 |
| 28 | New L-801A, Class I Airport Rotating Beacon, In Place | 1 | LS | \$ 14,096.36 | \$ 14,096.36 |
| 29 | New Tip-Down Beacon Pole Tower | 1 | EA | \$ 38,462.93 | \$ 38,462.93 |
| 30 | L-854 PTG Airport Lighting Controller | 1 | EA | \$ 4,631.66 | \$ 4,631.66 |
| 31 | Spare Parts | 1 | LS | \$ 4,027.53 | \$ 4,027.53 |

TOTAL BASE BID (NUMERAL FORMAT) \$ 1,079,263.68

TOTAL BASE BID (WRITTEN FORMAT) One million seventy nine thousand two

hundred sixty three dollars and sixty eight cents.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award through July 1, 2025.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within 80 Working Days from the commencement date specified in the Notice-to-Proceed. **The Late Start Date for construction to begin is June 1, 2026.**
- h. The undersigned acknowledges and accepts that for each and every Working Day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000.00 per Calendar/Working Day** as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **8.83%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent"
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin, or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin, or ancestry.
- l. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5;
 - 2. Has 50 or more employees;
 - 3. Is a prime contractor or first tier subcontractor;
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.
- m. The undersigned acknowledges receipt of the following addenda:

| | | |
|----------------------------|--------------------------|--------------------------------------|
| Addendum Number <u>1</u> | Dated <u>4/3/25</u> | Received <u>✓</u> |
| Addendum Number <u>2</u> | Dated <u>4/8/25</u> | Received <u>✓</u> |
| Addendum Number <u> </u> | Dated <u> / / </u> | Received <u> </u> |

REPRESENTATIONS BY BIDDER

By submittal of a Proposal (Bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

The BIDDER, as a potential federally assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification: (49 CFR Part 30)**

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

- e. **Buy American Certification: (Title 49 U.S.C. Chapter 501)**

As a condition of bid responsiveness, the bidder must show it intends to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid

must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.

f. **Lobbying and Influencing Federal Employees:**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- g. **Additional Insured.** If there is an additional charge for the insurance for naming the City of Osage City, Kansas, and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Osage City, Kansas, and the Engineer as an additional insured. \$ 0.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of bid bond for 5% of total bid.
2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Buy American Certification.
6. Completed "Bidder's List Collection Form".

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

IF A CORPORATION:

Corporation Name: Bettis Asphalt & Construction Inc.
 By: *Mark Bettis*
 (Authorized Signature)(Attach Evidence of Authority to sign)
 Name and Title: Mark Bettis - President
 Business Address: PO Box 1694
Topeka, KS 66601
 Telephone Number: 785-235-8444
 Email Address: bettis@bettisasphalt.com

(CORPORATE SEAL)

ATTEST:

By: *Margy Walter*
 (Authorized Signature)
 Name and Title: Margy Walter Executive Assistant

IF A JOINT VENTURE: (Attach copy of Joint Venture Agreement)

Joint Venture Name: _____
 By: _____
 (Authorized Signature)(Attach Evidence of Authority to sign)
 Name and Title: _____
 Business Address: _____

 Telephone Number: _____
 Email Address: _____

Joint Venture Name: _____
 By: _____
 (Authorized Signature)(Attach Evidence of Authority to sign)
 Name and Title: _____
 Business Address: _____

 Telephone Number: _____
 Email Address: _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bettis Asphalt & Construction, Inc.
PO Box 1694
Topeka, KS 66601

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

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.

OWNER:

(Name, legal status and address)

City of Osage City, Kansas
201 S. 5th Street
Osage City, KS 66523

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Rehabilitate Runway 17/35 & Apron, Reconstruct Runway 17/35 Lights, Osage City Municipal Airport (53K), Osage City, Kansas, BIL/AIP Project Nos. 3-20-0120-014/015-2025, KAIP No. AV-2025-46

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 11th day of April, 2025



(Witness)

Bettis Asphalt & Construction, Inc.

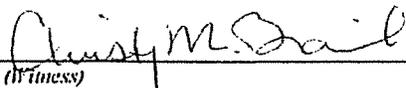
(Principal)

(Seal)

By: 

(Title) Mark Bettis

President



(Witness)

Fidelity and Deposit Company of Maryland

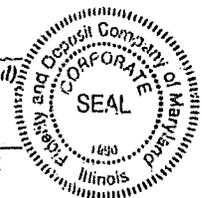
(Surety)

(Seal)

By: 

(Title) Debra J. Scarborough – Attorney-in-Fact

Surety Phone No. 847-605-6000



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAHE, Mary T. FLANIGAN, Tahitia M. FRY, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren SCOTT, Veronica LAWVER, Danielle R. CAPPs, Kristin D. THURBER, Patrick T. PRIBYL, Evan D. SIZEMORE, Jeffrey C. CAREY, Charles R. TETER, III, Hillary D. SHEPARD, Erin C. LAVIN, Mariana WALKER, all of Kansas City, Missouri, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

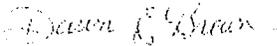
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of March, A.D., 2025.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Christopher Nolan
Vice President



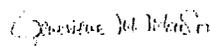
By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 11th day of March A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Malson
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of April 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECRETARY'S CERTIFICATE

I, Ashley Bettis, as Secretary of Bettis Asphalt & Construction, Inc., hereby certify that the resolutions stated herein are true, correct, and complete copies of resolutions duly adopted by the Board of Directors of said Corporation, and that such resolutions are in full force and effect as of the date of this Secretary's Certificate.

BE IT RESOLVED that the following individuals are elected to the position opposite their name to hold office until the next annual meeting of the Board of Directors or until their respective successors are duly elected and qualified.

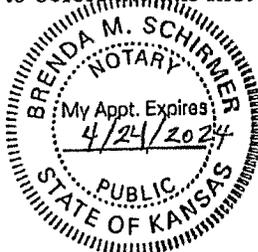
Mark Bettis – President
Eric Bettis – Vice-President and Treasurer
Ashley Bettis – Secretary

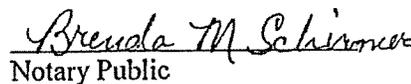
BE IT RESOLVED that Mark Bettis, as President, or Eric Bettis, as Vice-President/Treasurer, or Ashley Bettis as Secretary is hereby authorized and empowered, for and on behalf of the Corporation, to submit bids and enter into binding contracts on behalf of the Company, including any amendments or modifications of the same, and all such other instruments, documents, and certificates as may be necessary and desirable in order to procure work contracts for the Corporation.

February 1, 2023
Date


Ashley Bettis, Secretary

Subscribed and sworn to before me, this first day of February 2023




Notary Public

My Appointment Expires:

4/24/2024

Qualification Statement:

KANSAS DEPARTMENT OF TRANSPORTATION
PRE-QUALIFIED CONTRACTORS
April 09, 2025

BERKEL & COMPANY CONTRACTORS INC & SUBSIDIARIES

PO BOX 335
BONNER SPRINGS, KS 66012
PHONE: (913)422-3588
FAX: (913)422-5746
VENDOR ID: 01691
QUALIFICATION DATE: 9/1/2024
EXPIRATION DATE: 9/1/2025
WORK TYPES: Y
tdanner@berkelandcompany.com
mruiis@berkelandcompany.com

BETTIS ASPHALT & CONSTRUCTION INC

PO BOX 1694
TOPEKA, KS 66601-1694
PHONE: (785)235-8444
FAX: (785)232-0078
VENDOR ID: 00090
QUALIFICATION DATE: 9/1/2024
EXPIRATION DATE: 9/1/2025
WORK TYPES: ABCDEIJKLMNOPU
X
mbettis@bettisasphalt.com
khockins@bettiscompanies.com
bettis@bettisasphalt.com
chorton@bettisasphalt.com

BETTIS KOSS CONSTRUCTION JOINT VENTURE

PO BOX 751263
TOPEKA, KS 66675
PHONE: (785)228-2928
FAX: (785)228-2927
VENDOR ID: 10750
QUALIFICATION DATE: 9/1/2024
EXPIRATION DATE: 9/1/2025
WORK TYPES: ABCDEFGHIJKLMNO
PUXZ
mbettis@bettisasphalt.com
ebettis@bettisasphalt.com
twg@kossconstruction.com

BETZEN TRENCHING INC

2060 TULSA ST E
P O BOX 13095
WICHITA, KS 67213
PHONE: (316)269-9331
FAX:
VENDOR ID: 10662
QUALIFICATION DATE: 4/1/2025
EXPIRATION DATE: 4/1/2026
WORK TYPES: Y
bblue@bergkampconstruction.com
csnook@bergkampconstruction.com
mbolz@betzentrenching.com

BLEVINS ASPHALT CONSTRUCTION COMPANY INC

PO BOX 230
MT VERNON, MO 65712-0230
PHONE: (417)466-3758
FAX: (417)466-7914
VENDOR ID: 02406
QUALIFICATION DATE: 7/1/2024
EXPIRATION DATE: 7/1/2025
WORK TYPES: MOZ
aboswell@blevinsasphalt.com
ashaw@blevinsasphalt.com

BLOOMSDALE EXCAVATING COMPANY INC

PO BOX 86
BLOOMSDALE, MO 63627-0086
PHONE: (573)483-2564
FAX: (573)483-9474
VENDOR ID: 02418
QUALIFICATION DATE: 9/1/2024
EXPIRATION DATE: 9/1/2025
WORK TYPES: AB
bloomsdale@blex.com

LIST OF SUBCONTRACTORS

AIP Project: 3-20-0120-014/015-2025

Airport: Osage City Municipal Airport

Location: Osage City, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

| SUBCONTRACTOR | WORK TO BE PERFORMED | APPROXIMATE DOLLAR |
|--------------------------------|---|----------------------|
| 1. <u>Freeman Concrete</u> | <u>Remove & Replace Anchors</u> | <u>\$ 21,672.00</u> |
| 2. <u>Atlas Electric</u> | <u>All Electrical Items</u> | <u>\$1364,741.00</u> |
| 3. <u>Vance Brothers</u> | <u>Crack Sealing</u> | <u>\$ 80,000.00</u> |
| 4. <u>Cillessen & Sons</u> | <u>Traffic devices & Pavement Marking</u> | <u>\$ 58,137.36</u> |
| 5. <u>Perry Fulson Const.</u> | <u>Seeding & Mulching</u> | <u>\$ 6,000.00</u> |
| 6. <u>HDB Trucking</u> | <u>DBE Trucking</u> | <u>\$ 2,000.00</u> |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |
| 11. _____ | _____ | _____ |

SIGNED Bryon Punched

PRINTED NAME Bryon Punched

COMPANY Bettis Asphalt & Construction, Inc.

BY _____

DATE 4-11-25

UTILIZATION STATEMENT
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box)

- The bidder/offeror is committed to a minimum of 8.83% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 8.83%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bettis Asphalt & Construction, Inc
Bidder's/Offeror's Firm Name

Bryan Paulson
Signature

4-10-25
Date

DBE UTILIZATION SUMMARY

| | <u>Contract Amount</u> | <u>DBE Amount</u> | <u>Contract Percentage</u> |
|----------------------|------------------------------|---------------------|----------------------------|
| DBE Prime Contractor | \$ _____ x 1.00 = | \$ _____ | _____ % |
| DBE Subcontractor | \$ _____ x 1.00 = | \$ <u>87,809.36</u> | <u>8.14</u> % |
| DBE Supplier | \$ <u>13,000.00</u> x 0.60 = | \$ <u>7,800.00</u> | <u>.72</u> % |
| DBE Manufacturer | \$ _____ x 1.00 = | \$ _____ | _____ % |
| Total Amount DBE | | \$ <u>95,609.36</u> | <u>8.86</u> % |
| DBE Goal | | \$ <u>95,300.31</u> | <u>8.83</u> % |

Note: If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Bett's Asphalt & Construction, Inc
 Address: PO Box 1694
 City: Topeka State: KS Zip: 66601

DBE Firm: DBE Firm: Cillessen and Sons, Inc
 Address: 2300 Tigua St
 City: Kechi State: KS Zip: 67067

DBE Contact Person: Name: Paula Cillessen Phone: (316) 682-2400

DBE Certifying Agency: KS Dept. of Transportation Expiration Date: 02/27/2026

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

| Work Item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|---|--|----------|-------------|
| 1 | Mobilization | Lump Sum | \$10,650.00 |
| 2 | Construction Safety Plan and Traffic Control | Lump Sum | \$22,000.00 |
| 8 | Pavement Markings (Yellow) SF | 492 | \$2,159.04 |
| 9 | Pavment Markings (White) SF | 4,486 | \$22,968.32 |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 58,137.36 Percent of total contract: 5.39 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Paula Ullmer President
 (Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Acting Secretary
Doria Watson, Chief



Phone: 785-296-7940
Fax: 785-296-0119
KDOT.CivilRights@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

February 27, 2023

Ms. Paula Cillessen
Cillessen and Sons, Inc.
2300 E Tigua
Kechi, KS 67067

pcillessen@cillessen.us

Dear Ms. Cillessen:

The Kansas Statewide Certification Program (KSCP) is pleased to notify you that your firm has met the requirements for certification as a bona fide Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE) in accordance with KSCP policies and procedures, and Title 49 Part 26 of the Code of the Federal Regulations. Your firm will be listed with the following work type(s). If you wish to expand your scope of business, you must make a written request to the KSCP for review and determination.

237310 - Highway, Street, and Bridge Construction; 484110 - General Freight Trucking, Local;
484220 - Specialized Freight (except Used Goods) Trucking, Local

Attached is the KSCP DBE certificate that reflects the effective date of your certification. To maintain your certification with the KSCP, you must submit an annual update. Notification will be sent to you at least 30 days prior to the renewal date of your certification. It is your responsibility to ensure that your certification is kept up to date by submitting the required documentation as necessary.

If there is any change in the ownership or control of your firm, you must notify the certifying agency immediately. Failure to report any of these changes to this office or violation of the rules of the DBE Program may result in the revocation of your certification or other possible legal actions as set forth by Title 49 Part 26 of the Code of Federal Regulations.

Your firm's name will appear in the KSCP DBE directory. This directory is distributed to all KSCP joint agencies, outside agencies, developers, general contractors, and suppliers. The directory can also be accessed via the internet at: www.ksdot.org.

Sincerely,

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

Doria Watson
Civil Rights Administrator
Attachment

KANSAS STATEWIDE CERTIFICATION PROGRAM



CERTIFIES

Cillessen and Sons, Inc.

Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE)

NAICS Code/Work type(s):

- 237310 - Highway, Street, and Bridge Construction;
- 484110 - General Freight Trucking, Local;
- 484220 - Specialized Freight (except Used Goods) Trucking, Local

February 27, 2023

Effective Date

Rhonda Harris

Rhonda Harris, Director
Office of Minority & Women Business
Kansas Department of Commerce

Doria Watson

Doria Watson, Administrator
Office of Civil Rights Compliance
Kansas Department of Transportation

LETTER OF INTENT
 Disadvantaged Business Enterprise
 (This page shall be submitted for each DBE firm)

Bidder/Offer Name: Bettis Asphalt & Construction, Inc
 Address: PO Box 1694
 City: Topeka State: KS Zip: 66601

DBE Firm: Freeman Concrete Construction, LLC
 Address: 8351 Monticello Rd
 City: Shawnee State: KS Zip: 66227

DBE Contact Person: Name: Monte Freeman Phone: 913 915 6340

DBE Certifying Agency: KDOT Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

| Work item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|-------------------------------------|--------------------------|----------|----------|
| Remove + Replace | Tie downs | 12 | \$21,402 |
| | | | |
| | | | |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 21,402 Percent of total contract: 2.01 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] manager
 (Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary
Doria Watson, Chief



Phone: 785-296-7940
Fax: 785-296-0119
Hearing Impaired - 711
KDOT.CivilRights@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

January 2, 2025

Nicole Knop
Freeman Concrete Construction, LLC
8357 Monticello Road
Shawnee, KS 66227

nicki@freemanconcreteconst.com

Dear Nicole Knop:

Subject: Annual Affirmation for DBE Status

Thank you for your continued interest in the DBE Program and your cooperation in reaffirming your firm's DBE eligibility with the Kansas Department of Transportation (KDOT) Office of Civil Rights Compliance. Our office has reviewed and approved the materials you sent.

As always, keep in mind that our office needs notification within 30 days of any changes to your firm.

Again, thank you for participating in our DBE program. Please feel free to contact us at any time if we can be of any assistance to you.

Sincerely,

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

Doria Watson
Civil Rights Administrator

LETTER OF INTENT

Disadvantaged Business Enterprise
 (This page shall be submitted for each DBE firm)

Bidder/Offer Name: Bettis Asphalt & Construction, Inc.
 Address: PO Box 1694
 City: Topeka State: KS Zip: 66601

DBE Firm: DBE Firm: Centrex Electrical Supply Corp.
 Address: 3900 Washington Blvd.
 City: St. Louis State: MO Zip: 63108

DBE Contact Person: Name: Dana Scott Phone: 314 535-3900

DBE Certifying Agency: KDOT Expiration Date: N/A

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

| Work item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|-------------------------------------|--------------------------|----------|-----------------------|
| Provide material | Provide material | | \$13,000.00x.6 usable |
| | | | |
| | | | |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 7,800.00 Percent of total contract: .72 %

AFFIRMATION:
 The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Dana R. Scott Account Manager
 (Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Bettis Asphalt & Construction, Inc.
 Address: 1800 NW Brickyard Road
 City: Topeka State: KS Zip: 66618

DBE Firm: DBE Firm: HDB Construction, Inc.
 Address: 2040 NE Meriden Road
 City: Topeka State: KS Zip: 66608

DBE Contact Person: Name: Alonzo Harrison Phone: 785 232-5444

DBE Certifying Agency: KDOT Expiration Date: N/A

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

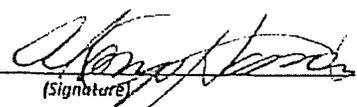
| Work item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|-------------------------------------|--------------------------|----------|-----------|
| Truck Haul | Trucking | | \$2000.00 |
| | | | |
| | | | |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 2000.00 Percent of total contract: .19 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  President
 (Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, P.E., Secretary
Doria Watson, Chief

Kansas
Department of Transportation
Office of Civil Rights

Phone: 785-296-7940
Fax: 785-296-0119
Hearing Impaired - 711
KDOT.CivilRights@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

July 31, 2024

Alonzo Harrison
HDB Construction, Inc.
1028 Cheyenne Avenue
Kansas City, KS 66105

info@hdbconstruction.com

Dear Alonzo Harrison:

Subject: Annual Affirmation for DBE Status

Thank you for your continued interest in the DBE Program and your cooperation in reaffirming your firm's DBE eligibility with the Kansas Department of Transportation (KDOT) Office of Civil Rights Compliance. Our office has reviewed and approved the materials you sent.

As always, keep in mind that our office needs notification within 30 days of any changes to your firm.

Again, thank you for participating in our DBE program. Please feel free to contact us at any time if we can be of any assistance to you.

Sincerely,



Doria Watson
Civil Rights Administrator

KANSAS STATEWIDE CERTIFICATION PROGRAM

CERTIFIES

HDB Construction, Inc.

Disadvantaged Business Enterprise (DBE)/Minority Business Enterprise (MBE)

NAICS Code/Work type(s):

237310 - Highway, Street, and bridge Construction; 237110 - Water and Sewer Line and Related Structures Construction; 237120 - Oil and Gas Pipeline and Related Structures Construction; 237130 - Power and Communication Line and Related Structure Construction; 237990; 238110; 238910; 484110

February 28, 2023

Effective Date



Rhonda Harris
Rhonda Harris, Director
Office of Minority & Women Business
Kansas Department of Commerce

Doria Watson
Doria Watson, Administrator
Office of Civil Rights Compliance
Kansas Department of Transportation

LETTER OF INTENT
 Disadvantaged Business Enterprise
 (This page shall be submitted for each DBE firm)

Bidder/Offer Name: Bettis Asphalt & Construction, Inc
 Address: PO Box 1694
 City: Topeka State: KS Zip: 66601

DBE Firm: Perry Fulson Construction
 Address: 858 Blackjack
 City: Grenola State: KS Zip: 67340

DBE Contact Person: Name: Perry Fulson Phone: 620-218-5011 cell
620-758-2828 office

DBE Certifying Agency: KDOT Expiration Date: n/a

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

| Work item(s) to be performed by DBE | Description of Work Item | Quantity | Total |
|-------------------------------------|-------------------------------|----------|-------|
| | <u>mob, seeding, mulching</u> | | |
| | <u>refer to quote</u> | | |
| | | | |

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 6,000⁰⁰ Percent of total contract: .56 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Piuscella Melton secretary
 (Signature) (Title)
for Perry Fulson

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

KANSAS STATEWIDE CERTIFICATION PROGRAM



CERTIFIES

Perry Fulsom Construction, Inc.

Disadvantaged Business Enterprise (DBE)/Minority Business

Enterprise (MBE)

NAICS Code/Work type(s):

561730 - Landscaping Services

May 6, 2024

Effective Date

Taylor Overton, Director
Office of Minority & Women Business Development
Kansas Department of Commerce

Handwritten signature of Taylor Overton in cursive.

Doria Watson, Administrator
Office of Civil Rights Compliance
Kansas Department of Transportation

Handwritten signature of Doria Watson in cursive.

Certification of Compliance with FAA Buy American Preference Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

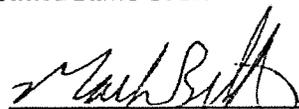
Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4-10-25
Date

Bettis Asphalt & Construction, Inc
Company Name


Signature

President
Title

