



## **COMMUNITY DEVELOPMENT COMMITTEE AGENDA**

**WEDNESDAY, JULY 9, 2025 at 7:30 p.m.**

**MISSION CITY HALL  
6090 Woodson Street**

**Meeting In Person and Virtually via Zoom**

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

### **PUBLIC COMMENTS**

#### **PLANNING COMMISSION ACTION ITEMS**

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

### **PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

#### **ACTION ITEMS**

1. Acceptance of the June 4, 2025 Community Development Committee Minutes – Robyn Fulks ([page 3](#))

Draft minutes of the June 4, 2025 Community Development Committee meeting are included for review and acceptance.

1. Contract Award Hodges Localized Stormwater Project – Brent Morton ([page 8](#))

Staff recommends awarding a contract to G-B Construction, LLC for the 2025 Localized Stormwater Project at 61st Terrace and Hodges Drive, with a corrected bid amount not to exceed \$32,575. This project, part of the City's ongoing stormwater CIP program, addresses neighborhood-level maintenance and infrastructure repairs, including new stormwater pipe and inlet installation to improve drainage. Bids were opened on June 13, 2025, and G-B Construction, LLC submitted the lowest and most responsive bid, coming in 22.8% below the engineer's estimate. Construction is expected to begin in August 2025 with funding from the Stormwater Utility Fund.

## **DISCUSSION ITEMS**

### **OTHER**

2. Department Updates - Laura Smith

**Cheryl Carpenter-Davis, Chairperson**  
**Mary Ryherd, Vice-Chairperson**

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	July 9, 2025
<b>Administration</b>	From:	Robyn Fulks

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

**RE:** June 4, 2025 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the June 4, 2025 minutes of the Community Development Committee.

**DETAILS:** Minutes of the June 4, 2025 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

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

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

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



## **MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE**

June 4, 2025

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, June 4, 2025. The following Committee members were present: Mayor Sollie Flora, Brian Schmid, Debbie Kring, Lea Loudon, Ben Chociey, Wanda Vaughn, Mary Ryherd, and Cheryl Carpenter-Davis. Councilmember Chociey appeared via Zoom. Councilmember Carpenter-Davis called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, City Clerk Robyn Fulks, Deputy City Administrator Justin Carroll, Deputy City Administrator Brian Scott, Public Works Director Stephanie Boyce, and Parks and Recreation Director Penn Almoney.

### **Public Comments**

Councilmember Ryherd reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group. Public comments are limited to three minutes per person.

There were no public comments.

### **Planning Commission Items**

There were no items from the Planning Commission.

### **Public Presentations/Informational Items**

There were no public presentations.

### **Action Items**

#### **Acceptance of the May 7, 2025 Community Development Committee Minutes**

Minutes of the May 7, 2025 Community Development Committee were provided to the Committee.

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

There were no discussion items.

### **Department Updates**

Public Works Director Stephanie Boyce provided updates on the 2025 Street Reconstruction Projects. Pavement removal has taken place along 61<sup>st</sup> Street near Target and the Post Office and construction has begun. Anticipated construction time is three weeks. Pavement removal at other sites will begin once that street is completed. Along Beverly Drive, box culvert work is being done. Once that is completed the reconstruction work will begin.

The 2025 CARS project along 63<sup>rd</sup> Street begins on June 19 with pavement removal, and street striping has begun and night work will continue until completion. The new traffic signal along Roe as part of the 2024 CARS project has arrived and base work will begin to get to installation. That base work will take about a month.

Ms. Boyce also thanked the Council for their attendance at the Public Works Open House event in May. She appreciated the good turnout from the public and got good feedback from attendees. Her team appreciates the community's support. She also shared that the Safe Streets for All project is in the engagement planning period. Once it goes live, residents will be able to interact with a mapping tool and a survey. 3-4 community engagement events are also planned throughout the summer at the Mission Market beginning with the June 26 market.

### **Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 6:36 p.m.

Respectfully submitted,

---

Robyn L. Fulks, City Clerk

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	July 9, 2025
<b>Public Works</b>	From:	Brent Morton

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

**RE:** Contract Award Hodges Localized Stormwater Project

**RECOMMENDATION:** Approve a contract with G-B Construction, LLC for construction of the Hodges Localized Stormwater Project in an amount not to exceed \$32,575.00.

**DETAILS:** During discussion and development of the Stormwater CIP program in 2022, Staff initiated two distinct funding streams to address repair and maintenance projects. The first stream, totaling approximately \$150,000 annually, aims to promptly address urgent issues such as sinkholes or system failures. Additionally, another \$250,000 has been allocated annually since 2023 to proactively tackle repair neighborhood level stormwater maintenance projects. This allocation primarily focuses on planned corrugated metal pipe (CMP) replacements, some of which are linked with street projects, and offers flexibility to address persistent stormwater challenges in neighborhoods and other areas of the City.

In an April 2023 work session, Staff presented a methodology to review, rate, and prioritize localized stormwater projects that are not deemed emergencies. This presentation included initial rankings and cost estimates for various stormwater projects that have been identified by Staff or residents. Since 2023, the City has completed approximately four projects identified through this process. For 2025, the 61st Terrace and Hodges Drive project is now ready to move to construction and the next localized stormwater project (Apollo) is currently being designed.

The 61st Terr and Hodges Drive project scope entails preconstruction surveys, removal of existing structures, and installation and/or repair of new structures. Construction involves installing stormwater infrastructure including partial driveway replacement, 1 new area inlet, and new pipe since currently runoff in this area drains directly onto the public Right-of-Way (ROW). Bids for the project were opened on June 13, 2025. Among the four bidders, G-B Construction, LLC submitted the lowest and most responsive bid. Details of the bid results are provided in the table below:

**2025 Localized Stormwater Project – 61st Terr/Hodges Drive**

<b>Bidder</b>	<b>Base Bid</b>
<b>Engineer’s Estimate</b>	\$42,170.00
Tunks Construction	\$52,519.00
SB Wyatt Contracting	\$60,004.50
Infrastructure Solutions, LLC	\$67,500.00
G-B Construction, LLC	\$32,800.00 (org)/\$32,575 (corrected)

It should be noted the submitted bid total was corrected from \$32,800 to \$32,575 due to a calculation

Related Statute/City Ordinance:	NA
Line Item Code/Description:	22-61-407-05 Stormwater Utility Fund
Available Budget:	\$124,000

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	July 9, 2025
<b>Public Works</b>	From:	Brent Morton

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

error, but G-B Construction, LLC remains the lowest and most responsive bidder. The Engineer's estimate was \$42,170, and the low bid came in 22.8% below the engineer's estimate.

Staff recommends approval of a contract with G-B Construction, LLC in an amount not to exceed \$32,575. Construction is anticipated to begin in the fall of 2025.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	22-61-407-05 Stormwater Utility Fund
Available Budget:	\$124,000



# MISSION *Kansas*

**Invitation to Bid / Request for Proposals / Project Manual**

for

## **DRAINAGE IMPROVEMENTS (61<sup>ST</sup> TERRACE & HODGES DRIVE)**

Proposals Due: June 13, 2025 – 2:00 PM



BID

**DRAINAGE IMPROVEMENTS (61<sup>st</sup> TERRACE & HODGES DRIVE)**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	MOBILIZATION	LS	1	2,450 <sup>00</sup>	2,450 <sup>00</sup>
2	REMOVAL OF EXISTING STRUCTURES	LS	1	3,750 <sup>00</sup>	3,750 <sup>00</sup>
3	UNCLASSIFIED EXCAVATION	CY	65	50 <sup>00</sup>	3,250 <sup>00</sup>
4	CONCRETE DRIVEWAY (6")	SY	40	110 <sup>00</sup>	4,400 <sup>00</sup>
5	CURB AND GUTTER, COMBINED (TYPE A)	LF	44	55 <sup>00</sup>	2,420 <sup>00</sup>
6	SOD (TURF TYPE FESCUE)	SY	385	12 <sup>50</sup>	4,812 <sup>50</sup>
7	TOPSOIL	CY	65	69 <sup>00</sup>	4,515 <sup>00</sup>
8	EROSION CONTROL	LS	1	500 <sup>00</sup>	500 <sup>00</sup>
9	TREE PROTECTION	EA	2	250 <sup>00</sup>	250 <sup>00</sup>
10	TRAFFIC CONTROL	LS	1	1,200 <sup>00</sup>	1,200 <sup>00</sup>
11	FORCE ACCOUNT	LS	1	\$5000	\$5000

TOTAL BID \$ 32,800<sup>00</sup>

*Remainder of page intentionally left blank.*

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work prior to September 26, 2025, subject to the conditions set forth in paragraph SP-18, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Provisions.

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

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

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

Enclosed is a certified check, cashier's check or bid bond in the amount of 5%

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

DATED in Kansas this 13<sup>th</sup> day of June, 2025.

(SEAL)

G-B Construction LLC  
Contractor

[Signature]  
Signature

Bob Babin  
Printed Name

CFD  
Title

PO Box 1305  
Street Address or P.O. Box

Louisburg Mo 66053  
City, State, Zip

913 7093101  
Telephone Number

\_\_\_\_\_  
Fax Number

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**OWNER:**

(Name, legal status and address)

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

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

**PROJECT:**

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

Drainage Improvements 61st Ter at Hodges Dr

**SURETY:**

(Name, legal status and principal place of business)

National American Insurance Company  
PO Box 9  
Chandler, OK 74834

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

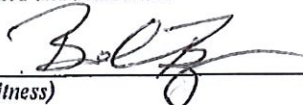
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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


Signed and sealed this 13th day of June 2025

  
(Witness)

G-B Construction, LLC  
(Principal)  (Seal)

(Title)  
National American Insurance Company

  
(Witness) Shawn Byrne

(Surety)  (Seal)  
(Title) Vickie J. Nickel, Attorney-in-Fact

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

Int.

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NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: Bid Bond

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

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

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

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

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

National American Insurance Company does hereby make, constitute and appoint

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

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

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

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



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

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



*Crystal East*

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

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

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

Signed and Sealed at the City of Chandler.

Dated the 13th day of June, 2025



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN  
CITY OF MISSION, KANSAS  
AND CONTRACTOR

**DRAINAGE IMPROVEMENTS (61<sup>st</sup> TERRACE & HODGES DRIVE)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Mission, Kansas, hereinafter the "City", and \_\_\_\_\_, hereinafter the "Contractor".

WITNESSETH:

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **DRAINAGE IMPROVEMENTS (61<sup>st</sup> TERRACE & HODGES DRIVE )** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas

and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

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

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract prior to September 26, 2025, subject to the conditions set forth in paragraph SP-18, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Provisions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

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

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

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

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

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

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

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

CITY OF MISSION, KANSAS

ATTEST:

By \_\_\_\_\_  
Laura Smith  
City Administrator

\_\_\_\_\_  
Robyn Fulks  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Martin  
City Attorney

\_\_\_\_\_  
Contractor

(SEAL)

By \_\_\_\_\_  
Title \_\_\_\_\_ President \_\_\_\_\_

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