

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday August 4, 2025

	Page
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated July 21, 2025	2-7
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
 OLD BUSINESS:	
 NEW BUSINESS:	
1. Incentive Pay for Employees – Gordon Fell	8-9
 ENGINEER:	
1. Agreement with Apex Excavating for Main “A” Sanitary Sewer Phase 4	10-39
2. Agreement with PSE for English Park Pedestrian Bridge	40-68
3. Project Review and Update	69-70
 LAND BANK:	
1. Approval of Minutes dated 6-16-25	71-72
2. Set Budget Public Hearing Date	
 CITY STAFF:	
City Clerk	
City Administrator	
1. Finance Report for June	73
City Attorney	
 CONSENT AGENDA:	74-79
1. Payroll dated 8/1/25 – \$282,205.09	
2. City Utility Bills for June - \$23,891.24	
3. Purchase of Road Oil from Vance Brothers - \$14,833.50	
4. Pearson Construction Pay App. #2 - Emerald Valley 2 nd Addn. - \$169,761.76	
 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Monday, August 18, 2025 – 6:00 p.m.	
 ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

July 21, 2025

6:00 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 6:00 p.m. Presiding was Mayor Brent Allen, who called the meeting to order.

COUNCIL MEMBERS PRESENT: Grant Leach, Trish Gerber, Todd Leeds, Kurt Westfall, Tim Huntley.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Chris Young, Marsha Landis, Jennifer Sanders, Matthew Tucker, Jeanette Moore, Gordon Fell.

PLEDGE OF ALLEGIANCE: All stood for the Pledge of Allegiance led by Mayor Allen.

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Gerber to approve the Regular meeting minutes dated July 7, 2025. MOTION approved unanimously.

CORRESPONDENCE: Councilmember Leeds had concerns regarding tree limbs being hauled to the Sports Complex and leaving a mud-pit once they are burned off. It was suggested to bring in gravel for the area.

There were also concerns about the truck traffic tearing up Webb Rd. between 111th and 103rd due to the new housing developments. It was advised that the road belongs to the County.

Councilmember Huntley asked about the timeline for the completion of Third St. from the Main “A” Sewer Project and having it done by Old Settler’s. City Engineer, Chris Young, advised there have been delays due to rain, and will get an update.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS:

1. Dear Neighbor Day Proclamation: Mayor Allen read a Proclamation declaring August 9th as Dear Neighbor Day honoring the sisters who have faithfully served the City of Mulvane for 75 years through their ministry at Villa Maria. The Proclamation was presented to Marsha Landis and Jennifer Sanders.

The council was invited to attend the 75th Anniversary Celebration at the Villa Maria on Saturday, August 9th.

OLD BUSINESS

None

NEW BUSINESS

1. Engagement Letter with FORVIS for 2024 Audit:

City Clerk, Debra Parker, reviewed this item with the council. Every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. At the 8/1/22 City Council meeting the council accepted the proposal from FORVIS, LLP to provide annual city audit services through 2025. In accordance with the bid submitted by FORVIS, the fee for the City's 2024 annual audit is \$43,225.

In order to comply with the cash basis and budget laws of the State of Kansas, an annual engagement letter must be signed for these audit services.

MOTION by Huntley, second by Westfall to approve the engagement letter from FORVIS Mazars, LLP for the 2024 annual City audit in the amount of \$43,225.00.

MOTION approved unanimously.

2. Special Event Request from Mulvane Chamber for MOS:

Planning & Zoning Director, Joel Pile, presented this item to the council. The 152nd Annual Mulvane Old Settlers Celebration (MOS) will be held August 21-24, 2025. On Friday, August 22 & Saturday, August 23, 2025, the City, Chamber of Commerce, Twin Valley and Kansas Star Casino will jointly sponsor two Downtown Street Dances. The Mulvane Chamber of Commerce has made application to the City for a "Special Event" to offer for sale, sell, and serve alcoholic liquor and cereal malt beverages on Friday, August 22 & Saturday, August 23, 2025 from 12:00 noon to 12:00 midnight each day in a designated area consisting of the 200 block of West Main Street east to and including portions of 4th Street, Prather Street, Nessly Auto Park, Main Street Park and Cobb Family Historical Park.

The Special Event Premises includes public property owned by the City which requires a designation of a "Special Event" to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane. City Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during "Special Events" of a specified time, place, and duration, upon approval by the governing body of the City.

Mayor Allen wanted to make sure that the consumption area was clearly marked with signage. Pile advised there will be signs posted, and the area will be patrolled. Public Safety Director, Gordon Fell, advised that no problems are anticipated. Staff is working on traffic issues at First and Main and making sure it is blocked off.

Approving a Resolution would designate the MOS Downtown Street Dance as a "Special Event" and authorize the Mulvane Chamber of Commerce and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on the Special Event Premises during the specified time and duration of the event.

MOTION by Leach, second by Gerber to approve Resolution No. 2025-5 authorizing a Special Event Premises on public property in connection with the community's Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Main Street, 4th Street and Prather Street to vehicular traffic during the specified Special Event.

MOTION approved unanimously.

RESOLUTION NO. 2025-5

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE COMMUNITY'S OLD SETTLERS DAYS CELEBRATION FOR THE SALE AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR WITHIN THE CITY LIMITS AND STREET CLOSING.

3. Accept Dedications to Plat for 111th Estates:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. This plat is a small tract (10.82 acres) outside the city limits, but within three miles of the city limits. The final plat was reviewed by the Subdivision Committee on June 6, 2025. The Mulvane Planning Commission voted to recommend approval of the 111th Estates Final Plat on July 10, 2025. The governing body must agree to accept the dedications, if any, shown on the plat or refer the plat back to the Planning Commission.

Councilmember Huntley, asked about the method of sewage disposal. It was advised that this will have an alternative on-site sewer system. The plat is required to go before the Sedgwick County Commission for review and acceptance.

Having reviewed the final plat for 111th Estates filed as S/D/ 2025-01.

MOTION by Gerber, second by Leach to accept the dedications, if any, shown on this plat and authorize the Mayor to sign.

MOTION approved unanimously.

4. Funding for Main "A" Sanitary Sewer Phase 4:

City Attorney, J.T. Klaus, reviewed this item with the council. On July 7, 2025 the City Council approved a Notice of Award to Apex Excavating for constructing Phase 4 of the Main "A" Sanitary Sewer Improvement Project at an estimated cost of \$1,690,445. A Resolution has been prepared authorizing the construction of the Phase 4 Improvements and authorizing the issuance of General Obligation Bonds for the purpose of paying for the Project.

MOTION by Huntley, second by Gerber to adopt Resolution No. 2025-6 authorizing the construction of sanitary sewer improvements in the City of Mulvane, Kansas and authorizing general obligation bonds to be issued to pay certain costs of the improvements in an amount not to exceed the costs of such improvements.

MOTION approved unanimously.

RESOLUTION NO. 2025-6

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS AND AUTHORIZING GENERAL OBLIGATION BONDS TO BE ISSUED TO PAY CERTAIN COSTS OF THE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED THE COSTS OF SUCH IMPROVEMENTS.

ENGINEER

1. Styx Creek Boundary Survey Agreement with BHC:

As part of the Drainage Study of Styx Creek recommendations were made to reconstruct Styx Creek from the Arkansas River to Bridge St. The Drainage Study recommends improving the downstream portion of Styx Creek as a first phase to improving drainage in the creek. City staff requested proposals from surveyors for a property boundary survey to establish the location of the western line of the existing BNSF rail right-of-way as it extends south from K-53 Highway to the Arkansas River. The intent is to establish the location of the rail limits for future reference when considering drainage improvements to benefit the City. The area will be evaluated for future drainage improvements after the rail boundary is established. The City's long-term goal would be to increase the capacity of stormwater in Styx Creek.

At the June 16, 2025 meeting, the City Council reviewed the two (2) proposals received for the project. It was the consensus of the council to proceed with the preparation of an agreement with Brungardt Honomichl & Company P.A. (BHC). The agreement is now ready for council consideration.

MOTION by Leach, second by Huntley to approve an agreement from BHC in the amount of \$19,500.00 for boundary survey services as requested and authorize the Mayor to sign.
MOTION approved unanimously.

2. English Park Pedestrian Bridge Notice of Award:

The City is planning to construct a pre-manufactured steel pedestrian bridge to replace an existing wooden bridge damaged during flooding in 2016. Sealed bids for the construction of the English Park Pedestrian Bridge were received by the City on July 8, 2025. Two bids were received:

PSE Contractors, LLC - \$280,512.50
Dondlinger & Sons - \$396,490.90

Staff recommends accepting the low bid from PSE Contractors, LLC and issue a Notice of Award. A 330-calendar day contract was specified in the bid documents. It was noted that due to the lead time of the project the grading work for the bridge in Styx Creek for bank stabilization would be done by the end of the year to help acquire points for the City's MS4 stormwater permit.

MOTION by Leeds, second by Huntley to issue a Notice of Award to PSE Contractor's LLC and authorize the City Administrator to sign.
MOTION approved unanimously.

3. Emerald Valley 2nd Addition – Change Order #1 from Pearson Construction:

During the pre-construction meeting, the City requested to delay the start of street construction to allow time for Public Works crews to complete electric installation inside street ROW. Above average rainfall was then experienced in June further impacting the street construction schedule. To ensure the quality of work without compromising efficiency or workmanship, Pearson is requesting an extension of additional working days, extending their Substantial Completion date from July 5th to July 31st. Staff recommend approving the additional 26-calendars days for street construction.

MOTION by Huntley, second by Leach to approve Change Order No. 1 with Pearson Construction, LLC as presented for additional contract time and authorize the Mayor to sign.

MOTION approved unanimously.

4. Emerald Valley 2nd Addition – Change Order #2 from Pearson Construction:

Storm sewer inlets were constructed by McCullough Excavating as part of the Grading and Utility Improvements for the development. Inlet tops were set on flat grades, similar to other installations. The street Contractor, Pearson Construction, suggested adjusting the inlet tops to match the adjacent pavement slope. The Contractor indicated this would provide a better appearance in the transition from curb and gutters to the inlet top. Public Works agrees and recommends the proposed inlet adjustments. A change order has been prepared to adjust the six (6) inlet tops for a total of \$10,000.

MOTION by Gerber, second by Westfall to approve Change Order No. 2 with Pearson Construction, LLC as presented for adjusting inlet tops for the total amount of \$10,000 and authorize the Mayor to sign.

MOTION approved unanimously.

5. Project Review and Update:

Main “A” Sanitary Sewer Improvements Phase 3 – Apex has completed all Phase 3 SS and MH installations. Warranty work on pavements at Bridge St. and Boxelder began on 7/16/25. Westbound traffic on Bridge St. will be closed from 7/16/25 to approximately 7/28/25. Third Street replacement needs to be completed.

Phase 1 Harvest Point – Kansas Paving has completed all punch-list work. McCullough Excavation has begun re-work associated with site grading.

Emerald Valley Estates 2nd Addition – A final walk-through inspection and substantial completion certificate was prepared for the grading and utility improvements performed by McCullough Excavation. Pearson Construction has completed finish grading in the ROW, pavement sub-grades and the AC pavement base lift for all streets.

English Park Pedestrian Bridge – Notice of Award previously approved for PSE Contractor’s LLC.

Water Distribution System Study – Additional water consumption reports have been provided. Water modeling of the City’s existing distribution system has been successfully performed. Pressure transducers will be placed on the fire hydrants to monitor pressure.

CITY STAFF

City Clerk: None

City Administrator: Austin St. John attended the Sedgwick County Association of Cities meeting. There was discussion about partnering with cities to file their MS4 reports and permits with KDHE.

Austin St. John attended the District Collaboration Board where the Register of Deeds spoke about the Property Fraud Alert program that Sedgwick County property owners can register for to monitor their property.

City Attorney: J.T. Klaus advised we should not underestimate the nature of the change in sponsorship of the Villa Maria. The Sister Adorers of the Blood of Christ have owned and operated the Villa Maria for 75 years and they transferred that sponsorship to the Catholic Care Center in Wichita. That is a tremendously big deal when you think about the impact on our community and what the corporation has provided this community over the last 75 years.

CONSENT AGENDA ITEMS:

MOTION by Leach, second by Gerber to approve consent agenda items 1-3.

1. Payroll Dated 7/18/25 - \$291,589.60
2. June Warrant Register - \$2,217,181.50
3. Purchase of Ferric Chloride from Brenntag - \$19,000

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

There will be no Council Workshop for July.

Next City Council Meeting – Monday, August 4, 2025 – 6:00 p.m.

ADJOURNMENT:

MOTION by Huntley, second by Westfall to adjourn the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 6:42 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

City Council Meeting
August 4, 2025

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Incentive Pay

ACTION: Approval of Incentive Pay

Background:

In recent discussions regarding city finances, it has become evident that maintaining a sustainable balance between budget feasibility and workforce compensation is a critical priority. The need to absorb necessary expenditures while ensuring competitive pay and benefits has led to a broader evaluation of our approach to benefits, employee retention and recruitment. As workforce expectations evolve and competition for skilled professionals increases, it is imperative to implement strategies that not only sustain but enhance our ability to attract and retain top talent. This requires a proactive approach to compensation planning, ensuring that salary structures and benefits remain aligned with industry standards and economic conditions.

Analysis:

Over the last year we have discussed different methods to provide an incentive to members of public safety. We have discussed the unique issues facing each division. Tonight, the challenge of maintaining competitive wages for law enforcement personnel remains a pressing issue, particularly following significant pay increases and hiring incentives in the Kansas City Metro Area. Many communities initially utilized ARPA funds to provide incentives for public safety personnel who served during the pandemic. This led to a wave of wage competition, particularly in larger metropolitan areas, where substantial salary increases, benefit changes and hiring bonuses attracted officers away from surrounding regions.

Agencies in South Central Kansas, including the Wichita Metro Area, have experienced continuous increases in starting wages to remain competitive. These increases have often been implemented at an accelerated pace to meet immediate staffing needs, creating challenges for long-term workforce stability.

As I have said before, finding a starting point is challenging, given the numerous areas we need to address while considering the overall financial projections of the city. Striking a balance between what is feasible and the necessary annual increases to sustain our current position on salaries and benefits is critical. This discussion has naturally evolved into a broader conversation about compensation and benefits. As strong advocates for competitive pay and benefits, our focus must remain on both retention and recruitment to ensure a stable and highly qualified workforce citywide.

I recommend the following hourly incentive pay:

- (PD/Communications)
 - Shift Differential PD/Communications \$1.00 (Nights (2nd/ 3rd Shift, Weekends)
- (All hourly employees)
 - Education Pay \$0.25 hour per degree (Associate \$0.25, Bachelor \$0.50, Master .75, Any Degree doesn't have to be specific field) Max of \$0.75
 - Bilingual Pay \$0.25 per certified language Max of \$0.75
 - Military Pay \$0.25 (active guard/reserve or honorable discharge from service commitment)

Financial Considerations:

Departmental Payroll Budget

Legal Considerations:

The handbook will be updated with a policy regarding each incentive.

Recommendation:

Motion to approve the addition of hourly incentive pay for non-exempt employees: Shift Differential (PD, Communications) in the amount of \$1.00, Education Pay \$0.25 per degree (Associate \$0.25, Bachelor \$0.50, Master \$0.75, Any Degree doesn't have to be specific field) Max of \$0.75; Bilingual Pay \$0.25 per certified language Max of \$0.75; Military Pay \$0.25 (active guard/reserve or honorable discharge) effective 8-9-2025.

**CITY COUNCIL
MEETING
MULVANE, KANSAS
August 4, 2025**

TO: Mayor and City Council
SUBJECT: Phase 4 - Main A Sanitary Sewer Improvements
FROM: Chris Young, City Engineer/Young & Associates, PA
ACTION: Review/Approve Apex Construction Agreement for Phase 4 Main A SS Improvements

Background:

The (4) phases of the Main A SS project are shown in the “Project Phasing Map” below. Phases 1 and 2 were completed and placed into service in September of 2023 and April of 2024, respectively. A NTP with Phase 3 was approved with Apex Excavating on January 6, 2025 and is currently scheduled to be completed in July of 2025.

Apex was the low bidder and selected contractor on all (3) phases of the Main A SS project and was one of only two bidders on Phases 2 and 3. To date, Apex has completed each phase within the contract time and under the contract bid amount.

On June 9th, final design plans and estimated material quantities were completed and sent to Apex for pricing. On June 16th, Apex submitted pricing and an estimated timeline for constructing Phase 4 and on July 7th the City Council approved a Notice of Award to Apex for the Phase 4 of the Main A project.

Analysis:

Construction agreement and bond forms were provided to Apex for execution. These contract documents are substantially similar to previous Main A construction agreements with Apex.

Financial Considerations:

Apex’s contract price for Phase 4 construction totals \$1,690,445.00 (including Base Bid and Alternate Bid Items). Adding an estimated 25% for project expenses places the total Phase 4 project costs at \$2,113,056.25. The project is being financed by General Obligation Bonds.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Based on Apex’s contract documents submitted, City staff recommends approving a construction agreement with Apex Excavating for the Phase 4 Main A SS project as outlined in the following sample motion:

SAMPLE MOTION:

I move the City approve the construction agreement with Apex Excavating for constructing Phase 4 of the Main A Sanitary Sewer Improvement project and authorize the Mayor to sign.



Main “A” Sanitary Sewer Improvements - Project Phasing Map

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year **20__** by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and **APEX EXCAVATING, LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 South Georgie, Derby, KS 67037.**

Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6 and Paragraph 7, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by

OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER TWO HUNDRED FIFTY DOLLARS (\$250.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

Article 4. CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Unit Price Bid as attached.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, which have been recommended by the ENGINEER and submitted to OWNER prior to the 1st day of each month, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

Article 6. INTEREST

All moneys not paid within thirty (30) days of when due, as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all physical conditions which are identified on the plans.
- 7.3 CONTRACTOR has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of 8 pages.

8.4 General Conditions, consisting of **64** pages.

8.5 Special Conditions, consisting of **2** pages.

8.6 Specification bearing the title:

**PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS,
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

8.7 Drawings, consisting of sheets numbered **1** through **15** inclusive, bearing the following titles:

<u>Sheet No.</u>	<u>Sheet Name</u>
1.	Title Sheet
2.	Key Map and General Notes
3.	Coordinate Control and Construction Sequencing
4.-8.	Sanitary Sewer Line No. 2 – Plan & Profile
9.	Pavement Replacement Plan
10.	Miscellaneous Details
11.	Standard Pavement Details
12.	Standard Precast Manhole Details
13.	Manhole Frame & Cover Details
14.	Sanitary Sewer Riser Assembly & Clean-Out Details
15.	Erosion Control Plan
16.	Erosion Control Details

8.8 Addendum No's _____

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-8, inclusive).

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions

8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on _____, 20____.

OWNER: THE CITY OF MULVANE, KANSAS

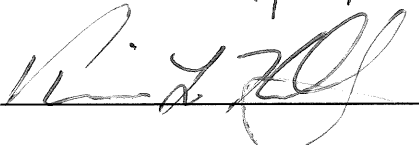
By: _____
Brent Allen, Mayor

ATTEST: _____
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.
Mulvane, Kansas 67110

CONTRACTOR: Apex Excavating, LLC

By: 

ATTEST: _____

Address for giving notices:

BID FORM

PROJECT IDENTIFICATION: **PHASE 4 - MAIN "A" SANITARY SEWER
IMPROVEMENTS, CITY OF MULVANE,
SEDGWICK-SUMNER COUNTY, KANSAS**

This Bid is submitted to: **THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

ADDENDA NO. / DATE

ADDENDA NO. / DATE

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the

Special Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Special Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.2.1. and 4.2.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Document with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
- f. BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Note: Bids shall include all applicable sales taxes and fees.
For tax-exempt status, see Section 01060.

PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS (BASE BID):

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
1.	372	LF	18" Sanitary Sewer Pipe, complete in place per linear foot.	\$145.00	\$53,940.00
2.	290	LF	16" (Certa-Lok) Sanitary Sewer Pipe, complete in place per linear foot.	\$245.00	\$71,050.00
3.	1,603	LF	15" Sanitary Sewer Pipe, complete in place for per linear foot.	\$140.00	\$224,420.00
4.	1,701	LF	12" Sanitary Sewer Pipe, complete in place per linear foot.	\$120.00	\$204,120.00
5.	252	LF	30" Boring and Steel Encasement, complete in place for per linear foot.	\$1,295.00	\$326,340.00
6.	1	LS	Connect to Existing Manhole, complete in place per lump sum.	\$4,220.00	\$4,220.00
7.	2	EA	Standard Sanitary Sewer Manhole (5' Dia.), complete in place per each.	\$17,345.00	\$34,690.00
8.	11	EA	Standard Sanitary Sewer Manhole (4' Dia.), complete in place per each.	\$13,095.00	\$144,045.00
9.	3,401	SY	Existing AC Pavement Removal, complete in place per square yard.	\$25.00	\$85,025.00
10.	204	LF	Existing Concrete Curb & Gutter Removal, complete in place per linear foot.	\$30.00	\$6,120.00

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
11.	142	SY	Existing Concrete Valley Gutter Removal, complete in place per square yard.	\$40.00	\$5,680.00
12.	354	SF	Existing Concrete Flume Removal, complete in place per square foot.	\$15.00	\$5,310.00
13.	1,668	LF	Flushed and Vibrated Sand Backfill, complete in place per linear foot.	\$115.00	\$191,820.00
14.	10	EA	6" Steel Pipe Bollard, complete in place per lump sum.	\$1,310.00	\$13,100.00
15.	1	LS	Seeding and Erosion Control, complete in place per lump sum.	\$9,870.00	\$9,870.00
16.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$85,245.00	\$85,245.00

TOTAL BASE BID \$1,464,995.00

ALTERNATE BID ITEMS:

Item No.	Approx. Quantity	Unit	Item Description (written in words)	Unit Price	Amount
A.1	3,450	SY	Construct 5" AC Pavement on 5" Crushed Rock Reinforced Base, complete in place per square yard.	\$55.00	\$189,750.00
A.2	205	SY	Construct 7" Reinforced Concrete Valley Gutter, complete in place per square yard.	\$50.00	\$10,250.00
A.3	131	LF	Construct Concrete Curb & Gutter, complete in place per linear foot.	\$140.00	\$18,340.00
A.4	474	SF	Construct 4" Concrete Flume, complete in place per square foot.	\$15.00	\$7,110.00

TOTAL ALTERNATE BID ITEMS \$225,450.00

TOTAL BASE BID with ALTERNATE BID ITEMS \$1,690,445.00
(add Base Bid to above Alternate Bid amounts)

5. Quantities are not guaranteed. Final payment will be based on actual quantities.
6. BIDDER agrees that the work identified in the above "BASE BID" will be substantially complete within Two Hundred (200) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.
7. BIDDER agrees that the work identified in the above "BASE BID with ALTERNATE BID ITEMS" will be substantially complete within Two Hundred Forty (240) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.
8. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of N/A.
 - b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
 - c. Required BIDDER'S Qualification Statement with supporting data.
 - d. (Add other documents as pertinent).
10. Communications concerning this Bid shall be addressed:
Edgardo Flores - edgardof@apexexc.com
Kent Burgess - kentb@apexexc.com
11. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
12. To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:
 - a. Previous experience of similar construction detail completed in the past five (5) years. List five (5) projects including work performed by BIDDER.

1. Phase 1 Main A SS Improvements
2. Phase 2 Main A SS Improvements
3. Phase 3 Main A SS Improvements
4. Prairie Hills Addition Ph 7
5. Mies Addition Ph 2

- b. List of all Subcontractors to be used on this Project.

Subcontractor's Name	Type of Work
Mayer	Testing, Zebtron Liner
Atkinson Boring	Bore & Jack
Commercial Lawn Mgmt	Erosion Control/Seeding
Cillessen	Traffic Control
Kansas Paving	Paving

- c. Provide a description of BIDDERS approach to completing the work, including, but not limited to, construction sequencing, traffic control and equipment/material storage.

Install traffic control, construct line 2 18" & 15", perform boring under K-15, construct line 2 12", and then abandon existing SS.

This report is an integral part of the proposal and must be submitted with Bid.

Date: June 16, 2025

By: Jennifer Sparks

Title: Sr. Estimator/PM

CERTIFICATIONS:

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

SUBMITTED ON June 16, 2025.
IF BIDDER IS:

A CORPORATION

By: _____ (Seal)
(Corporation Name)

(Name of person authorized to sign)

(Title)

ATTEST: _____
(Secretary)

Business address: _____

Phone No.: _____

A PARTNERSHIP

By: Apex Excavating, LLC (Seal)
 (Firm Name)
Travis Kelly
 (General Partner)

Business address: 302 W 61st Street N
Park City, KS 67204

Phone No.: 316.943.0774

A JOINT VENTURE

By: _____
(Name)

Business address: _____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

An INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Apex Excavating LLC,
hereinafter called Principal, and

Employers Mutual Casualty Company

(Name of Surety)

717 Mulberry St, Des Moines, IA 50309

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of ONE MILLION SIX HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND 00/100 (\$1,690,445.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS,
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demand incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS

accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: Apex Excavating LLC
Principal

Travis L. Kelly By [Signature] (s)
Principal Secretary

(SEAL)

[Signature] 302 W. 61st St. N.
(Witness as to Principal) (Address)
Pat V. City, KS 67204

Employers Mutual Casualty Company
Surety

ATTEST:

[Signature] By [Signature]
Witness as to Surety Chandler Lamm Attorney-in-Fact
9415 E. Harry St. Suite #503 9415 E Harry St. Suite #503
Address Address
Wichita, KS 67207 Wichita, KS 67207

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Chandler Lamm

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Apex Excavating, LLC

Obligee:
City of Mulvane

S053790

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

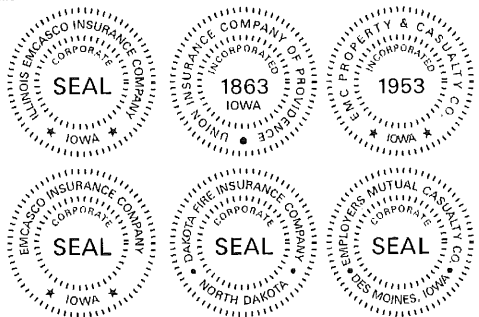
AUTHORITY FOR POWER OF ATTORNEY

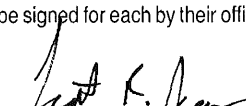
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

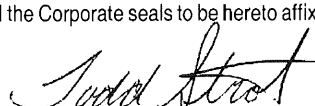
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

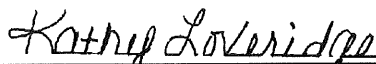



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.


Ryan J. Springer
Vice President

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Apex Excavating LLC,
a (Individual / Partnership / Corporation / Joint Venture) hereinafter called
Principal and
Employers Mutual Casualty Company

(Name of Surety)

717 Mulberry St, Des Moines, IA 50309

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of ONE MILLION SIX HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND 00/100 (\$1,690,445.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

**PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS,
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms

of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Apex Excavating LLC
Principal

Travis L. Kelly
(Principal) Secretary

(SEAL)

By [Signature] (s)

302 W. 61st St. N.
(Address)

Park City, KS 67204

[Signature]
Witness as to Principal

302 W. 61st St. N.
(Address)

Park City, KS 67204

ATTEST:

Employers Mutual Casualty Company

Surety

By [Signature]

Attorney-in-Fact

Chandler Lamm

[Signature]
Witness as to Surety

9415 E. Harry St. Suite #503

Address Wichita, KS 67207

9415 E. Harry St. Suite #503 Wichita KS 67207

Address

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Chandler Lamm

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Apex Excavating, LLC

Obligee:
 City of Mulvane

S053790

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

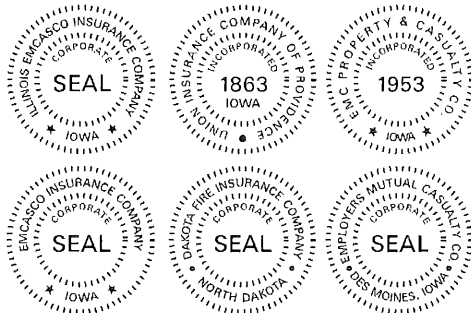
AUTHORITY FOR POWER OF ATTORNEY

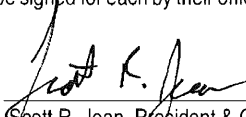
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

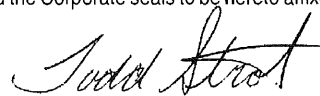
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals

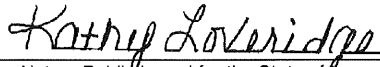



 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.


 Vice President

COPY

STATUTORY BOND

SG-2025-SB-000222

**PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS,
CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

KNOW ALL MEN BY THESE PRESENTS, That we, Apex Excavating LLC
as CONTRACTOR, and Employers Mutual Casualty Company with General
Offices in the City of Des Moines a Corporation
organized under the laws of the State of Iowa and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound
unto the STATE OF KANSAS, in the penal sum of ONE MILLION SIX HUNDRED
NINETY THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND 00/100
(\$1,690,445.00) lawful money of the United States of America for the payment of
which sum well and truly to be made, we bind ourselves, and our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said CONTRACTOR has on the _____ day of _____
entered into contract with the aforesaid OWNER for furnishing all tools,
equipment, materials and supplies, performing all labor, and constructing public
improvements described in the said Contract, all in accordance with
specifications and other contract documents on file in the office of:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

NOW THEREFORE, if the said CONTRACTOR shall pay all indebtedness
incurred for supplies, materials, or labor furnished, used or consumed in
connection with, or in or about the construction or making of, the above
described improvement, including gasoline, lubricating oils, fuel oil, grease, coal
and similar items used or consumed directly in furtherance of such public
improvement, this obligation shall be void; otherwise it shall remain in full force
and effect.

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

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

on this _____ day of _____, 20____.

Apex Excavating LLC

CONTRACTOR

By  (Seal)

Travis L. Kelly

Member

Official Title

Employers Mutual Casualty Company

SURETY COMPANY

By 

Attorney-in-Fact Chandler Lamm

By _____

State Representative

1. Do Not Date
2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).
3. Extra copy to be filed in WICHITA, SEDGWICK COUNTY, KANSAS with Clerk of District Court. Provide receipt to Mulvane City Clerk's Office.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Chandler Lamm

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Apex Excavating, LLC

Obligee:
City of Mulvane

S053790

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

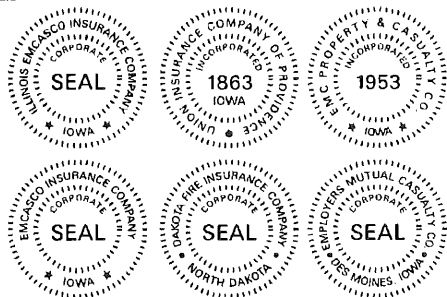
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Ryan J. Springer
Vice President

OFFICIAL RECEIPT
State of Kansas- Sedgwick County District Court

Payor
Apex Excavating LLC

Receipt No.
SG-2025-012479

Transaction Date
07/22/2025

Description	Amount Paid
Apex Excavating LLC	
SG-2025-SB-000222	
In the Matter of the Statutory Bond of Apex Excavating LLC and The City of Mulvane	
Statutory Bond Docket Fee	36.00
SUBTOTAL	36.00
Remaining Balance Due: \$0.00	

Convenience Fee	0.86
PAYMENT TOTAL	36.86

Credit/Debit Card (Ref #19847994724) Tendered	36.00
Total Tendered	36.00
Change	0.00

07/22/2025	Cashier	Audit
08:53 AM	Station SG016CV	60407830

OFFICIAL RECEIPT

NOTICE OF AWARD

TO: Apex Excavating, LLC
302 W 61st Street N
Park City, KS 67204

**PROJECT: PHASE 4 - MAIN "A" SANITARY SEWER IMPROVEMENTS
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

You are notified that your bid dated June 16, 2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above PROJECT.

The Contract Price of your contract is One Million Six-Hundred Ninety Thousand Four Hundred Forty-Five Dollars and 00/100 (\$1,690,445.00) (=Total Base Bid with Add Alternate Bid).

Three copies of each proposed Contract Documents (except Drawings and Specifications Manuals) accompany this Notice of Award. Three (3) sets of the Drawings and Specifications Manuals will be delivered separately or otherwise made available to you at your request.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by July 17, 2025.


1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.


Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.


Dated this 7th day of July, 2025.

City of Mulvane, Kansas
OWNER

By: 
Austin St. John
City Administrator

ACCEPTANCE OF AWARD


CONTRACTOR

By: 

Title: Member

Date: 7/21/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC 301 Oak Ridge Circle Waverly IA 50677	CONTACT NAME: PHONE (A/C, No, Ext): 319-365-8611 E-MAIL ADDRESS: certs@acceladvantage.com FAX (A/C, No): 319-365-6919
INSURED Apex Excavating LLC 302 W 61st St N Park City KS 67204	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Insurance Co. INSURER B: Kansas Builders Insurance Group INSURER C: Illinois Union Ins. Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1661580273**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	B625752	4/1/2025	4/1/2026 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B625752	4/1/2025	4/1/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			B625752	4/1/2025	4/1/2026 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	2025-2595	1/1/2025	1/1/2026 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution <input type="checkbox"/> Leased/Rented			CPY G47474425 001 B625752	7/8/2024 4/1/2025	7/8/2026 4/1/2026 \$1M Ea/\$2M Agg Leased/Rented \$10,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Phase 1 Main A Sanitary Sewer Improvements Certificate holder continued: Young & Associates, PA

Certificate Holder is listed as Additional Insured on the above General Liability & Business Auto Policy per attached form WB1482, WB1135

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Mulvane
211 N Second Ave
Mulvane KS 67110

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CITY COUNCIL MEETING
MULVANE, KANSAS
August 4, 2025

TO: Mayor and City Council
SUBJECT: Pedestrian Bridge Replacement in English Park
FROM: Young & Associates, PA - City Engineer
ACTION: Review / Approve Construction Agreement with PSE Contractors, LLC

Background:

On November 15, 2024 conceptual plans to construct a pre-manufactured steel pedestrian bridge in English Park and a KDA-DWR permit application were completed and submitted for State approval. The bridge will span ±58-ft and will be set approx. 2-ft above the 100-year BFE (per FEMA’s 2017 floodway study). An approved KDA-DWR permit was obtained on January 14, 2025. Final bridge design plans and construction documents were completed on June 16, 2025 and advertised to local contractors for bids. Construction bids were received on July 8, 2025 and on July 21st a Notice of Award was approved with PSE Contractors, LLC.



Styx Creek – English Park, Photo taken May 2007

Analysis:

PSE Contractors have prepared and submitted the construction agreement, bond forms and insurance certificate for the project. Outlined below is a tentative time-line for the project. Long lead-times are anticipated for bridge manufacturing.



“Express” style pre-manufactured pedestrian bridge, CONTECH Bridge Solutions, a Continental Bridge brand

Approve Const. Agreement..... Aug. 4, 2025
Notice to Proceed (30-day late start)... Sept. 4, 2025
Complete Shop Drawings..... Sept. 15, 2025
Perform Site Works..... Dec., 2025
Receive and Install Bridge..... May, 2026
Complete (120-calendar days)..... June, 2026

Financial Considerations:

The low bid received from PSE Contractor totals \$280,512.50. Adding 35% project expenses totals an estimated \$378,692 in project costs. The project will be funded through the current 1% sales tax for infrastructure and drainage improvements.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends approving the construction agreement with PSE Contractors, LLC as outlined in the following sample motion:

Sample Motion -

I move the City enter into a construction agreement with PSE Contractors, LLC, for the *Pedestrian Bridge Replacement in English Park* and authorize the Mayor to sign.

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year **20__** by and between **CITY OF MULVANE, KANSAS** (hereinafter called OWNER) and **PSE Contractors, LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

**PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK, CITY OF
MULVANE, SEDGWICK COUNTY, KANSAS**

Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 South Georgie, Derby, KS 67037.**

Article 3. CONTRACT TIME

- 3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if complete acceptable Work is not completed on time.

Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER THREE HUNDRED DOLLARS (\$300.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

Article 4. CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Unit Price Bid as attached.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, which have been recommended by the ENGINEER and submitted to OWNER prior to the 1st day of each month, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

Article 6. INTEREST

All moneys not paid within thirty (30) days of when due, as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all physical conditions which are identified on the plans.
- 7.3 CONTRACTOR has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)
- 8.2 Exhibits to this Agreement.
- 8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of **8** pages.
- 8.4 General Conditions, consisting of **64** pages.
- 8.5 Special Conditions, consisting of **2** pages.

8.6 Specification bearing the title:

**PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK,
CITY OF MULVANE, SEDGWICK COUNTY, KANSAS**

8.7 Drawings, consisting of sheets bearing the following titles:

PART A – MASS GRADING AND DETENTION POND IMPROVEMENTS

<u>Sheet No.</u>	<u>Sheet Name</u>
<u>(Site Civil Plans)</u>	
C1	Title Sheet
C2	Topographic Survey & General Notes
C3	Key Map and General Notes
C4	Site Plan
C5	Cross Sections
C6	Miscellaneous Details
C7	Standard Type 1A Curb Inlet Details
C8	Manhole Frame & Cover Details
C9	Back of Curb Protection, Curb Inlet Protection & Construction Entrance Details
C10	Silt Fence Ditch Check & Barrier Details
<u>(Site Structural Plans)</u>	
S1	General Notes
S2	Bridge Foundation Plan and Details

8.8 Addendum No's 1 and 2

8.9 CONTRACTOR'S Bid (pages 00300-1 to 00300-8, inclusive).

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions

8.12 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER: THE CITY OF MULVANE, KANSAS

By: _____
Brent Allen, Mayor

ATTEST: _____
Debra Parker, City Clerk

Address for giving notices:

211 N. Second Ave.
Mulvane, Kansas 67110

CONTRACTOR: PSE Contractors LLC

By: 
Jason R. Phillips - President

ATTEST: 
Patrick Shane Phillips - Vice President

Address for giving notices:

PSE Contractors LLC
3512 W. Pawnee Street
Wichita, KS 67213

BID FORM

PROJECT IDENTIFICATION: **PEDESTRIAN BRIDGE IMPROVEMENTS TO
SERVE, ENGLISH PARK, CITY OF
MULVANE, SEDGWICK COUNTY, KANSAS**

This Bid is submitted to: **THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledge):

ADDENDA NO. / DATE

#1 / 07/02/2025

#2 / 07/03/2025

ADDENDA NO. / DATE

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Special Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Special

Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 4.2.1. and 4.2.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Document with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
- f. BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Note: Bids shall include all applicable sales taxes and fees.
For tax-exempt status, see Section 01060.

PEDESTRIAN BRIDGE IMPROVEMENTS:

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
1.	1	LS	Truss Pedestrian Bridge, complete in place per lump sum.	<u>\$142,950.00</u>	<u>\$ 142,950.00</u>
2.	1	LS	Channel Grading, complete in place per lump sum.	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
3.	20	LF	24" RCP Storm Sewer, complete in place per linear foot.	<u>\$ 220.00</u>	<u>\$ 4,400.00</u>
4.	1	EA	24" RCP End Section, complete in place per each.	<u>\$ 2,200.00</u>	<u>\$ 2,200.00</u>
5.	1	EA	Curb Inlet, Type 1-A (L=5', W=3'), complete in place per each.	<u>\$ 9,900.00</u>	<u>\$ 9,900.00</u>
6.	15.3	SY	Light-Type Stone Rip-Rap on Geotextile Liner, complete in place per square yard.	<u>\$ 100.00</u>	<u>\$ 1,530.00</u>
7.	4,316	SF	Turf Mat Reinforcement, complete in place per square foot.	<u>\$ 2.50</u>	<u>\$ 10,790.00</u>
Per Addendum #2 8.	155.7 856.6	LF	4" Concrete Sidewalk with Thickened Edges, complete in place per linear foot.	<u>\$ 150.00</u>	<u>\$ 23,355.00</u>
9.	1	LS	Detectable Warning for Curb Ramp (Truncated Domes), complete in place per lump sum.	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
10.	188.8	LF	Ground Mounted Steel Hand Rail, complete in place per linear foot	<u>\$ 125.00</u>	<u>\$ 23,600.00</u>
11.	23.6	LF	2'-6" Combined Curb & Gutter (3-5/8" Roll-Back), complete in place per linear foot.	<u>\$ 75.00</u>	<u>\$ 1,770.00</u>

Addendum No. 1

00300 - 3

Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
12.	659.2	SF	Concrete Sidewalk Removal, complete in place per square foot.	\$ <u>5.00</u>	\$ <u>3,296.00</u>
13.	48	SF	Concrete Pad Removal, complete in place per square foot.	\$ <u>5.00</u>	\$ <u>240.00</u>
14.	32.5	SY	Asphalt Pavement Removal, complete in place per square yard.	\$ <u>45.00</u>	\$ <u>1,462.50</u>
15.	30	LF	Concrete Curb & Gutter Removal, complete in place per linear foot.	\$ <u>5.00</u>	\$ <u>150.00</u>
16.	48	SF	Concrete Flume Removal, complete in place per square-foot.	\$ <u>5.00</u>	\$ <u>240.00</u>
17.	47.8	SY	Gravel Surfacing Removal and Replacement, in kind, complete in place per square yards.	\$ <u>55.00</u>	\$ <u>2,629.00</u>
18.	1	LS	Seeding and Erosion Control, complete in place for per lump sum.	\$ <u>9,500.00</u>	\$ <u>9,500.00</u>
19.	1	LS	Site Clearing and Restoration, complete in place per lump sum.	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
TOTAL BASE BID				\$	<u>280,512.50</u>

5. Quantities are not guaranteed. Final payment will be based on actual quantities.
6. BIDDER agrees that the work will be substantially complete within Three Hundred Thirty (330) calendar days, and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates, or within the number of calendar days indicated herewith.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of Bid Bond - Attached.
 - b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.
 - c. Required BIDDER'S Qualification Statement with supporting data.
 - d. (Add other documents as pertinent).
8. Communications concerning this Bid shall be addressed:

Jason R. Phillips - President jason@pse-contractors.com / 316-945-6500
John Gumeringer - Project Manager johng@pse-contractors.com / 316-945-6500
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
10. To evaluate the BIDDERS qualifications for acceptance on this project, the OWNER requires the following:
 - a. Previous experience of similar construction detail completed in the past five (5) years. List five (5) projects including work performed by BIDDER.
 1. 24-25 City of Wichita - Edgemoor Park - Plaza Renovation & Sidewalks - \$243,845.90
 2. 24-300 KDOT Cowley Co., Winfield Pedestrian & Bike Path - \$212,686.20
 3. 24-360 KDOT Sumner Co., Belle Plaine Pedestrian & Bike Path - \$610,649.00
 4. 25-180 City of Wichita MacArthur Bridge - Expansion & Joint Replacement - \$289,300.00
 5. 25-230 City of Wichita 3rd & Wabash - Stormwater Improvement - \$47,490.00
 - b. List of all Subcontractors to be used on this Project.

Subcontractor's Name	Type of Work
<u>Self-Perform</u>	

- c. Provide a description of BIDDERS approach to completing the work, including, but not limited to, construction sequencing, traffic control and equipment/material storage.

Once issued the Notice to Proceed we will complete abutment construction, grading, drainage and surfacing. We will seed and install erosion items. Then when the bridge structure arrives, install and pour deck.

This report is an integral part of the proposal and must be submitted with Bid.

Date: July 8, 2025

By: Jason R. Phillips

President

Title: _____

CERTIFICATIONS:

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

SUBMITTED ON July 8, 2025.

IF BIDDER IS:

A CORPORATION

By: PSE Contractors LLC (Seal)
(Corporation Name)

Jason R. Phillips

(Name of person authorized to sign)

President

(Title)

ATTEST:

(Witness) John Gumeringer - Project Manager

Business address: 3512 W. Pawnee Street

Wichita, KS 67213

Phone No.: 316-945-6500

A PARTNERSHIP

By: _____ (Seal)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A JOINT VENTURE

By: _____
(Name)

Business address: _____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

An INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that PSE Contractors, LLC,
hereinafter called Principal, and

Fidelity and Deposit Company of Maryland
(Name of Surety)

1299 Zurich Way, 10th Floor, Schaumburg, IL 60196
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of Two Hundred Eighty Thousand Five Hundred Twelve Dollars and 50/100 (\$280,512.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

**PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK, CITY
OF MULVANE, SEDGWICK COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demand incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS

accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST: PSE Contractors, LLC


Principal Secretary

By Patrick Shane Phillips (s)

(SEAL)

(Witness as to Principal)
JASON R. Phillips - President
3512 W. Pawnee St., Wichita, KS 67213

3512 W. Pawnee St.
(Address)

Wichita, KS 67213

Fidelity and Deposit Company of Maryland
Surety

ATTEST:


Witness as to Surety Todd Rambo


Attorney-in-Fact Alicia Marie Hosbener

P.O. Box 2992
Address

Wichita, KS 67201

1299 Zurich Way, 10th Floor
Address

Schaumburg, IL 60196

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that PSE Contractors, LLC,
a (~~Individual / Partnership / Corporation / Joint Venture~~) Limited Liability Company
hereinafter called Principal and
Fidelity and Deposit Company of Maryland
(Name of Surety)

1299 Zurich Way, 10th Floor, Schaumburg, IL 60196
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

Hereinafter called OWNER, in the penal sum of Two Hundred Eighty Thousand Five Hundred Twelve Dollars and 50/100 (\$280,512.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2025, a copy of which is hereto attached and made a part hereof for the construction of:

**PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK, CITY
OF MULVANE, SEDGWICK COUNTY, KANSAS**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the

SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

PSE Contractors, LLC
Principal


(Principal) Secretary

(SEAL)

By Patrick Shane Phillips (s)

3512 W. Pawnee St.
(Address)

Wichita, KS 67213



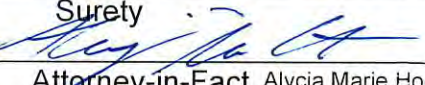
Witness as to Principal


Jason R. Phillips - President
3512 W. Pawnee St.
(Address)

Wichita, KS 67213

ATTEST:

Fidelity and Deposit Company of Maryland
Surety

By 
Attorney-in-Fact Alycia Marie Hoebener
1299 Zurich Way, 10th Floor


Witness as to Surety Todd Rambo
P.O. Box 2992, Wichita, KS 67201
Address

Schaumburg, IL 60196
Address

NOTE: Date of BOND must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

STATUTORY BOND

(K.S.A. 60-1111, as amended)

PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS, That we, PSE Contractors, LLC as CONTRACTOR, and Fidelity and Deposit Company of Maryland with General Offices in the City of Schaumburg, IL a Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the STATE OF KANSAS, in the penal sum of Two Hundred Eighty Thousand Five Hundred Twelve Dollars and 50/100 (\$280,512.50) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said CONTRACTOR has on the _____ day of _____ 2025 entered into contract with the aforesaid OWNER for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of:

**THE CITY OF MULVANE
211 N. SECOND AVE.
MULVANE, KANSAS 67110**

NOW THEREFORE, if the said CONTRACTOR shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in or about the construction or making of, the above described improvement, including gasoline, lubricating oils, fuel oil, grease, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise it shall remain in full force and effect.

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

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may

bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said CONTRACTOR has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

Wichita, KS

on this _____ day of _____, 20 25.

PSE Contractors, LLC
CONTRACTOR

By  (Seal)

Official Title

Fidelity and Deposit Company of Maryland
SURETY COMPANY

By 
Attorney-in-Fact Alycia Marie Hoebener

By _____
State Representative

1. Do Not Date
2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).
3. Extra copy to be filed in WICHITA, SEDGWICK COUNTY, KANSAS with Clerk of District Court. Provide receipt to Mulvane City Clerk's Office.

**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 **Clara R. NAVARRO ABELA, Myriah A. ANDERSON, Todd Alan RAMBO, Desiree E. WESTMORELAND, Timothy Craig SMITH, Alycia Marie HOEBENER of Wichita, Kansas**, 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 29th day of May, 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 29th day of May, 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, deposeth 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. Maison
Notary Public
My Commission Expires January 27, 2029



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



CONSIDER IT DONE

PLEASE NOTE:

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.

Alycia Marie Hoebener
Surety Account Manager
IMA Bond Department
(316) 266-6343

NOTICE OF AWARD

TO: PSE Contractors, LLC
3512 W. Pawnee St.
Wichita, Kansas 67213

PROJECT: PEDESTRIAN BRIDGE IMPROVEMENTS TO SERVE, ENGLISH PARK, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

You are notified that your bid dated July 8, 2025 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is Two Hundred Eighty Thousand Five Hundred Twelve Dollars and 50/100 (\$280,512.50) (Total Base Bid).

Three copies of each proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by July 31, 2025.


1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Dated this 21 day of July, 2025.


City of Mulvane, Kansas
OWNER

By: 
Austin St. John
City Administrator

ACCEPTANCE OF AWARD

PSE Contractors LLC

CONTRACTOR

By: 
Jason R. Phillips

Title: President

Date: 07/21/2025

00490 - 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	CONTACT NAME: IMA Wichita Team PHONE (A/C, No. Ext): 316-267-9221 FAX (A/C, No): E-MAIL: certs@imacorp.com ADDRESS: certs@imacorp.com
INSURED PSE Contractors, LLC 3512 W. Pawnee St. Wichita, KS 67213	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Company of Hartford INSURER B: Valley Forge Insurance Company INSURER C: The Continental Insurance Company INSURER D: American Casualty Company of Reading, INSURER E: INSURER F:
License#: PC-1210733 PHILSOU-02	NAIC # 20478 20508 35289 20427

COVERAGES

CERTIFICATE NUMBER: 1164106232

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7094696911	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7094696925	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7094696908	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7094696939	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Automobile Physical Damage			7094696925	11/1/2024	11/1/2025	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Physical Damage: Comprehensive Deductible \$1,000 and Collision Deductible \$1,000 for New Vehicles Costing under \$50,000;
Comprehensive Deductible \$2,000; Collision Deductible \$2,000 for New Vehicles Costing \$50,000 - \$100,000;
Comprehensive Deductible \$5,000; Collision Deductible \$5,000 for New Vehicles Costing \$100,000.

Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability and Umbrella Liability Policies and Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability, and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mulvane
211 N. Second Ave.
Mulvane KS 67110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IMA, Inc. - Wichita		NAMED INSURED PSE Contractors, LLC 3512 W. Pawnee St. Wichita , KS 67213	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions. Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions. RE: Pedestrian Bridge Improvements to serve, English Park, City of Mulvane, Sedgwick County, Kansas.

CITY COUNCIL MEETING
MULVANE, KANSAS
August 4, 2025

TO: The Honorable Mayor and City Council
SUBJECT: Engineer's Report on Infrastructure Projects
FROM: Christopher R. Young, PE, City Engineer
ACTION: Status Updates on City Infrastructure Projects

Outlined below is a list of City projects currently under design, review, and/or construction followed by a brief status report for each project.

Project Name/Description	Project Status
Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> Apex has completed all Phase 3 SS and MH installations and all flow has been transferred into the new line. Westbound traffic on Bridge St. is open and pavement has been completed.</p> <p><u>Remaining Work:</u> Complete 3rd Ave. street replacement (added by Change Order) and site clean-up. APAC is scheduled to install sub-grade materials in 3rd Ave. on 7/31/25, and plans to install asphalt and concrete pavements after sub-grade is installed. The City has advised Apex that all work in 3rd Ave. must be completed no later than 8/16/25.</p> <p><u>Contract Status:</u> Apex Excavating's current contract amount, including Change Order No. 3 is \$1,294,286.07. Pay App. No. 2 was submitted on 6/17/25 in the amount of \$166,504.50 which represents 30.2% of the total current contract amount. Approx. 90.0% of the work has been completed.</p>
Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> <i>(no change)</i> A final walk-through inspection and substantial completion certificate (dated 2/4/25) was prepared for the grading and utility improvements performed by McCullough Excavation. A final walk-through inspection and substantial completion certificate (dated 5/6/25) was prepared for the street improvements performed by Kansas Paving.</p> <p><u>Remaining Work:</u> <i>(no change)</i> Kansas paving has completed all punch-list work. McCullough Excavation has begun re-work associated with site grading.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount of \$1,672,980.25 has been paid, less 10% retainage. Kansas Paving's current contract amount, including Change Order No. 1, is \$524,585.00 has been paid, less 10% retainage.</p>
Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> A final walk-through inspection and substantial completion certificate (dated 7/7/25) was prepared for the grading and utility improvements performed by McCullough Excavation. Pearson Construction has completed the AC pavement base lift and all concrete work for streets.</p> <p><u>Remaining Work:</u> McCullough Excavation is working on punch-list items including seeding, erosion control and general clean-up. The final surface lift of AC pavement should be completed the week of 8/4/25.</p> <p><u>Contract Status:</u> McCullough Excavation's current contract amount is \$1,174,970.00. Pay App. No. 5 was submitted on 4/30/25 in the amount \$178,371.51. Total billed, including Pay App No. 5, represents approx. 94.2% of the total contract amount. Approx. 95.0% of the work has been completed. Pearson's current contract amount is \$389,969.30, including Change Order No's. 1 and 2. Pay App. No. 2 was submitted on 7/18/25 in the amount of \$169,761.76 which represents 72.5% of the total current contract amount. Approx. 73.6% of the work has been completed.</p>

Engineer's Report on Infrastructure Projects

August 4, 2025

Page 2 of 2

English Park Pedestrian Bridge <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> On 7/21/25 the City Council approved a Notice of Award for PSE Contractors, LLC. A construction agreement, bonds and insurance have been prepared and submitted to the City (see attached CC memorandum). <u>Remaining Work:</u> Conduct a pre-construction meeting, schedule project task items, prepare/review shop drawings, issue a Notice to Proceed and begin construction. <u>Contract Status:</u> TBD.
Water Distribution System Study <i>(Water Fund)</i>	<u>Completed to Date:</u> The EPANET water model has been prepared and test modeling of the City's existing water distribution system has been run. Field pressure data recorders have been delivered to the City to initiate pressure monitoring. <u>Remaining Work:</u> Receive pressure test data and calibrate the water model to field measured conditions, develop and analyze proposed water system improvements, prepare cost opinions and draft study. <u>Project Schedule:</u> Project milestones include; complete and calibrate water system model (Aug 2025), complete water system improvement recommendations (Oct. 2025) and prepare draft study (Dec. 2025).

August 4, 2025
Mulvane Land Bank Trustee Meeting

TO: Chair and Land Bank Trustees
FROM: Land Bank Staff
RE: Business Related to the Mulvane Land Bank
ACTION: Set the 2026 Budget Public Hearing Date

The City Council also serves as the Board of Trustees of the Mulvane Land Bank (the “Land Bank”). The Land Bank Board of Trustees must approve all land acquisition-related invoices and bills. The Land Bank is required to have an annual budget.

Motion to recess the August 4, 2025 City Council Meeting and convene as the Mulvane Land Bank.

Motion to approve the Land Bank Trustee Meeting Minutes dated June 16, 2025.

Motion that the Mulvane Land Bank Trustees set the public hearing for the 2026 Land Bank Budget for Wednesday, September 3, 2025, at 6:00 p.m. at City Hall.

Motion to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

MULVANE LAND BANK
6/16/25
Board of Trustees Meeting Minutes

Present: Brent Allen, Tim Huntley, Trish Gerber, Grant Leach, Kurt Westfall, Todd Leeds.

The City Council is also the Mulvane Land Bank – Board of Trustees. All land acquisition-related invoices and bills need to be approved and paid for by the Land Bank Board of Trustees.

MOTION by Huntley, second by Westfall to recess the June 16, 2025 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Leach, second by Westfall to approve the May 5, 2025 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Westfall, second by Gerber to approve the invoice from Triplett Woolf Garretson Law Firm for \$1,500 for Land Bank matters.

MOTION approved unanimously.

MOTION by Gerber, second by Westfall to adjourn the meeting of the Mulvane Land Bank Board of Trustees and reconvene as the Mulvane City Council.

MOTION approved unanimously.

Minutes by:

Debra M. Parker, Secretary

Approved by the Mulvane Land Bank _____.

CASH & BUDGET STATEMENT

June 2025

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	4,892,787.34	1,061,437.24	377,802.39	5,575,099.05	9,297,059	3,821,115.67	4,268,227.62	5,028,831.38	45.91%
Administration			52,763.20		3,065,250		1,541,376.35	1,523,873.65	50.29%
Public Works			93,529.52		1,101,035		650,066.46	450,968.54	59.04%
Police			86,711.04		2,645,396		927,948.98	1,717,447.02	35.08%
Fire			32,784.75		605,188		270,099.65	335,088.35	44.63%
Ambulance			101,921.80		1,730,340		809,047.45	921,292.55	46.76%
Planning & Zoning			10,092.08		149,350		69,688.73	79,661.27	46.66%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	1,077,211.80	888,925.83	146,263.34	1,823,915.75	2,549,800	2,069,824.73	953,435.97	1,596,364.03	37.39%
Debt Service	1,355,886.54	1,287,972.00	-	2,643,858.54	2,825,541	2,742,645.77	209,950.15	2,615,590.85	7.43%
Capital Improvements	632,541.13	482.98	-	633,024.11	426,000	1,029.06	-	426,000.00	0.00%
Special Liability	221,281.73	710.04	-	221,991.77	187,400	4,951.34	6,935.94	180,464.06	3.70%
Industrial Development	187,016.88	199.96	-	187,216.84	134,600	444.62	-	134,600.00	0.00%
Library	12,939.22	245,419.14	140,000.00	118,358.36	602,800	561,201.32	454,418.11	148,381.89	75.38%
Special Alcohol	41,439.26	-	645.44	40,793.82	37,141	-	2,521.50	34,619.50	6.79%
Swimming Pool	(20,849.90)	27,749.56	57,613.57	(50,584.84)	189,000	36,747.11	93,665.98	95,334.02	49.56%
Sr. Center	(45,942.67)	11,982.84	16,517.85	(50,477.68)	126,200	39,343.41	95,609.13	30,590.87	75.76%
Library Sales Tax	119,359.35	-	10,210.71	109,148.64	132,282	-	48,534.58	83,747.42	36.69%
1% Sales Tax	1,850,920.08	81,516.24	412.50	1,928,553.82	1,489,701	512,738.76	109,996.50	1,379,704.50	7.38%
Special Highway	504,728.74	16,937.01	-	521,665.75	398,459	125,713.14	37,765.56	360,693.44	9.48%
Special Parks	228,304.42	35,830.60	1,698.26	262,436.76	219,865	70,088.47	64,592.51	155,272.49	29.38%
Transient Guest Tax	896,322.31	-	2,000.00	894,322.31	843,828	287,780.64	58,002.93	785,825.07	6.87%
Mulvane Land Bank	18,996.10	-	1,500.00	17,496.10	17,740	-	1,614.40	16,125.60	9.10%
Electric	6,981,363.47	505,166.22	405,593.57	6,971,353.96	7,069,853	2,565,343.13	2,176,200.58	4,893,652.42	30.78%
Water	1,021,807.71	111,350.92	78,674.42	1,043,659.65	1,688,544	559,458.93	644,372.92	1,044,171.08	38.16%
Wastewater	1,772,091.35	159,707.50	86,766.29	1,828,455.55	2,242,522	913,998.06	808,778.18	1,433,743.82	36.07%
Storm Sewer	501,788.93	6,393.24	722.50	506,912.76	205,000	28,607.80	5,787.82	199,212.18	2.82%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	-
ARPA	31,786.49	-	-	31,786.49	0	-	-	-	-
TOTAL	22,744,840.01	4,441,781.32	1,326,420.84	25,722,047.24	30,683,335	14,341,031.96	10,040,410.38	20,642,924.62	32.72%

City of Mulvane Utility Bills

Due: 8/05/25

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Sports Complex	Park	Special Parks	Fire	Ambul 1	Ambul 2	Pool			
ES Building - 910 E. Main	01-3665-02	\$	945.00											\$ 472.50	\$ 472.50			\$ 945.00		
Splash Park- 105 W. Main	04-0720-00	\$	5,001.72										\$ 5,001.72					\$ 5,001.72		
Band Shell - 117 E. Main	04-8770-01	\$	23.91									\$ 23.91						\$ 23.91		
Main St. Park - 117 E. Main	04-8780-01	\$	118.76									\$ 118.76						\$ 118.76		
Pix Center - 101 E Main	04-8800-02	\$	334.82									\$ 334.82						\$ 334.82		
Public Works Building - 410 W. Bridge	05-0001-02	\$	389.27	\$ 48.66	\$ 48.66	\$ 97.32				\$ 194.64								\$ 389.27		
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	51.98							\$ 51.98								\$ 51.98		
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25			\$ 1.25												\$ 1.25		
Maintenance Shop - 124 Boxelder	05-0015-02	\$	216.93	\$ 21.69	\$ 21.69	\$ 21.69	\$ 21.69			\$ 108.47								\$ 216.93		
Utility Shop - 120 Boxelder	05-0025-02	\$	253.18	\$ 42.20	\$ 42.20	\$ 84.39	\$ 42.20	\$ 42.20										\$ 253.18		
Lift Station - 0 Industrial Dr.	05-0070-02	\$	8.48					\$ 8.48										\$ 8.48		
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,112.08			\$ 2,112.08												\$ 2,112.08		
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	5,463.18			\$ 5,463.18												\$ 5,463.18		
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	231.59					\$ 231.59										\$ 231.59		
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,161.03			\$ 1,161.03												\$ 1,161.03		
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	35.39			\$ 35.39												\$ 35.39		
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	1,389.94		\$ 1,389.94													\$ 1,389.94		
Lift Station -1900 N Rock Road - B	05-0605-01	\$	14.44				\$ 14.44											\$ 14.44		
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.36		\$ 6.36													\$ 6.36		
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	16.14						\$ 8.07					\$ 4.04	\$ 4.04			\$ 16.14		
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25														\$ 1.25		
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	301.89								\$ 301.89							\$ 301.89		
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	16.46								\$ 16.46							\$ 16.46		
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	4,003.87														\$ 4,003.87	\$ 4,003.87		
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	120.36		\$ 120.36													\$ 120.36		
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	8.48						\$ 8.48									\$ 8.48		
City Building - 211 N. Second	06-9955-01	\$	376.51					\$ 376.51										\$ 376.51		
City Building - 211 1/2 N. Second	06-9960-01	\$	27.33					\$ 27.33										\$ 27.33		
Parks Department - 507 N. First	12-7500-02	\$	22.25									\$ 22.25						\$ 22.25		
Parks Department - 507 N. First	12-7550-02	\$	81.15									\$ 81.15						\$ 81.15		
Parks Department - 507 N. First	12-7600-01	\$	31.37									\$ 31.37						\$ 31.37		
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	103.76				\$ 103.76											\$ 103.76		
Lift Station - 0 Trail Dr.	16-7975-01	\$	41.66				\$ 41.66											\$ 41.66		
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	36.20													\$ 36.20		\$ 36.20		
Police Department-420 E Main	01-1680-04	\$	36.20						\$ 36.20									\$ 36.20		
Police Department-410 E Main	01-1690-07	\$	907.05						\$ 907.05									\$ 907.05		
		\$	23,891.24	\$ 113.80	\$ 112.55	\$1,721.31	\$ 8,835.57	\$ 463.82	\$ 403.84	\$ 959.80	\$ 355.08	\$ 318.35	\$ 612.26	\$ 5,001.72	\$ 476.54	\$ 476.54	\$ 36.20	\$4,003.87	\$23,891.24	\$23,891.24

101-01-511	\$	403.84
101-02-511	\$	1,285.69
101-03-511	\$	476.54
101-04-511	\$	959.80
101-18-511	\$	512.74
219-00-617	\$	5,001.72
220-00-511	\$	4,003.87
511-09-511	\$	113.80
511-10-511	\$	112.55
512-13-511	\$	1,721.31
513-11-511	\$	8,835.57
513-12-511	\$	463.82
	\$	23,891.24

CITY COUNCIL MEETING
August 4th, 2025

TO: Mayor and City Council

SUBJECT: Purchase of Road Oil – Slurry Sealing

FROM: Melissa Hudson – Utility & Public Works Purchasing Agent

ACTION: Consent to the Purchase of Road Oil

Background:

Each year the Public Works Department purchases road oil for the purpose of slurry sealing city streets. Slurry sealing is a street maintenance process consisting of coating the street surface with CSS-1H Road Oil, Type II chat, Portland Cement, and water. The slurry seal adds life to the street surface and repairs minor imperfections in the pavement surface. The process is generally repeated every 5 to 6 years depending on the street condition/rating and traffic volume.

Analysis:

We typically purchase 3 to 4 loads of oil each year, depending on available funds, weather conditions, and overall workload. The goal is to finish the slurry sealing of city streets before the end of September. This is the first load of road oil for 2025.

Each year this product is purchased in addition to several thousand pounds of Portland cement, and several hundred tons of Type II chat. We aim to patch and seal coat approximately 130,000 square yards of city streets each year.

The road oil is trucked in from Vance Brothers out of Kansas City, MO. Vance Brothers is the nearest refinery that offers a consistent quality product at the best market price that no other refinery offers within a reasonable distance can offer, *therefore adhering to the Procurement Policy*. Mulvane has come to depend on Vance Brothers Oil products for more than 20 years. They are a major supplier to municipalities and private contractors in a very large region, across many states. The quality of this product has always been exceptional.

Financial Consideration:

Funds from Special Highway – Line Item 210-02-519 Road Oil and Asphalt. *Procurement Policy standards have been met with this purchase.*

Legal Consideration: None

Recommendation/Action/Consent:

Consent the purchase of 5,034 gallons of CSS-1H road oil from Vance Brothers in the amount of \$14,833.50.



www.vancebrothers.com

800.821.8549 or 816.923.4325

Remit To: PO Box 877366
Kansas City, MO 64187-7366

Bill To: City of Mulvane, KS
EMAIL
410 W Bridge St
Mulvane KS 67110

Ship To:
410 W Bridge Street
Mulvane KS 67110

Invoice

Page	Invoice #
1/1	ZL00069442

Order Date	Invoice Date
7/18/2025	7/24/2025
Due Date	Payment Terms
8/23/2025	NET30

Customer ID	BOL #	Master #	Purchase Order #	Site ID	Address ID	Shipping Method
3156	63191	154,849	84478	0106	410	VANCE DELIVERED
Item #	UOM	Description	Ordered	Unit Price	Ext. Price	
464G	GAL	CSS-1H SLURRY	5,034.00	\$2.7500	\$13,843.50	
9908	EACH	FREIGHT OUTBOUND - VB	1.00	\$990.0000	\$990.00	

DELIVER 7-21-2025 6:30-7AM
5,000 GAL MAX

MELISSA 316-777-0191

Subtotal	\$14,833.50
Tax	\$0.00
Total	\$14,833.50

If you have any questions about this invoice, please contact
Jennifer Segura, 816-922-8057, jsegura@vancebrothers.com



July 29, 2025

Mr. Austin St. John, City Administrator
CITY OF MULVANE – CITY HALL
211 North Second Street
Mulvane, Kansas 67110

Re: **Street Improvements to serve,**
Emerald Valley Estates 2nd Addition, Mulvane, Sedgwick County, Kansas
Y&A Project No. 24-504

Dear Mr. St. John:

Transmitted herewith is a signed PDF copy of Payment Application No. 2 from Pearson Construction, LLC for the above referenced project. Based on field observations performed on July 28, 2025 we concur with the amount of \$169,761.76 as requested.

Payment Application No. 1 represents 72.5% of the total contract amount. We estimate approx. 73.6% of the total work as been completed to date. Per the contract documents, 10% of the value of the work has been retained.

Pending your approval, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at engineering@yngpa.com.

Very truly yours,
YOUNG & ASSOCIATES, PA

Christopher R. Young, PE
City Engineer

Attachments

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: City of Mulvane
211 N. Second Ave.
Mulvane, KS 67110

PROJECT: Street Imp. To serve
Emerald Valley Estates 2nd

FROM CONTRACTOR: Pearson Construction LLC
2901 N. Mead
Wichita, KS 67219

VIA ENGINEER: Young & Assoc.

CONTRACT FOR: Street Improvements

APPLICATION NO: 2

PERIOD TO: 7/18/25

PROJECT NOS:

CONTRACT DATE: 5/6/2025

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	379,969.30
2. Net change by Change Orders	\$	10,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	389,969.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	275,554.98
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	27,555.50
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	27,555.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	247,999.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	78,237.72
8. CURRENT PAYMENT DUE	\$	\$169,761.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	141,969.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$10,000.00	
TOTALS	\$10,000.00	\$0.00
NET CHANGES by Change Order	\$10,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Pearson Construction LLC

By: Michael O'Gorman, PM Date: 7/18/2025

State of: Kansas

County of: Sedgwick

Subscribed and sworn before me this 18th day of July, 2025.

Notary Public:

My Commission expires: 2/15/2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 169,761.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: CA. W Date: 7/29/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

2

APPLICATION DATE:

07/18/25

PERIOD TO:

07/17/25

PROJECT NUMBER:

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT VALUE	QUANTITIES PREVIOUSLY COMPLETED	QUANTITIES COMPLETE THIS PERIOD	TOTAL QUANTITIES COMPLETE TO DATE	TOTAL VALUE TO DATE	RETAINAGE (IF VARIABLE RATE)
1	5" Asphaltic Concrete Pavement	7106.7	SY	\$24.00	\$170,560.80	0	4264.02	4264.02	\$102,336.48	\$10,233.65
2	5" Reinforced Crushed Rock Sub-Grade	8903.9	SY	\$8.00	\$71,231.20	8903.9	0	8903.9	\$71,231.20	\$7,123.12
3	8" Reinforced Crushed Rock Sub-Grade	257.2	SY	\$12.00	\$3,086.40	0	257.2	257.2	\$3,086.40	\$308.64
4	2"-6" Comb. C&G (6" Std),	136.3	LF	\$26.00	\$3,543.80	0	136.3	136.3	\$3,543.80	\$354.38
5	2"-6" Comb. C&G (3-5/8") roll back	4364.5	LF	\$13.00	\$56,738.50	0	4364.5	4364.5	\$56,738.50	\$5,673.85
6	7" Reinf. Concrete Valley Gutter	241.7	SY	\$70.00	\$16,919.00	0	241.7	241.7	\$16,919.00	\$1,691.90
7	Earthwork	1	LS	\$12,000.00	\$12,000.00	0.5	0.5	1	\$12,000.00	\$1,200.00
8	Existing AC Pvm. Removal	20	SY	\$30.00	\$600.00	20	0	20	\$600.00	\$60.00
9	Existing C&G Removal	8.3	LF	\$12.00	\$99.60	8.3	0	8.3	\$99.60	\$9.96
10	Type 1A Curb Inlet Hookups	8	EA	\$650.00	\$5,200.00	0		0	\$0.00	\$0.00
11	Street Signs	8	EA	\$725.00	\$5,800.00	0		0	\$0.00	\$0.00
12	Handicap Ramps	6	EA	\$1,050.00	\$6,300.00	0		0	\$0.00	\$0.00
13	Seeding & Erosion Control	1	LS	\$9,890.00	\$9,890.00	0		0	\$0.00	\$0.00
14	Site Clearing & Restoration	1	LS	\$18,000.00	\$18,000.00	0.5	0	0.5	\$9,000.00	\$900.00
15	CO#2-Adjust Inlet Tops	1	LS	\$10,000.00	\$10,000.00	0		0	\$0.00	\$0.00
16					\$0.00	0		0	\$0.00	\$0.00
17					\$0.00	0		0	\$0.00	\$0.00
GRAND TOTALS					\$389,969.30				\$275,554.98	\$27,555.50