AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
July 07, 2026 7:00 PM

I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ___ Tyler Dehn ___ Emily Hamburg ___
Brandon McIntosh ___ Mike Proctor ___

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the June 16, 2026 City Council meeting.**

B. **Receive, for information only, Change Orders Nos. 1, 2, and 3, for the 2026 Street Maintenance & Repairs Project with Kansas Paving. The original contract amount was $675,243.00. The cumulative amount of the executed change orders is $8,808.33, resulting in a revised total contract amount of $684,051.33.**

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion _______ Second _______ Vote _______

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance No. 26-12 in the amount of $1,533,157.08.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-12.

Motion ________ Second ________ Vote ________

VIII. CITY REQUESTED APPEARANCES: None

IX. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

X. REPORTS

A. Council Member Reports

B. Mayor's Report

C. City Attorney Report

D. City Manager Report

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. **Consideration of a Resolution Setting the Date, Time, and Place, for a Public Hearing Regarding the City's Intent to Levy a Property Tax Exceeding the Revenue Neutral Rate and the Notice of Intent to the Sedgwick County Clerk of the City's Intent to Exceed the Revenue Neutral Rate.**

Action: Motion to (Adopt / Deny / Table) a Resolution setting a public hearing on the Revenue Neutral Rate for September 1, 2026 at 7pm at Bel Aire City Hall; authorize publication of the formal public hearing notices; authorize staff to notify the Sedgwick County Clerk of the City's intent to exceed the revenue neutral rate, and authorize the Mayor to sign the necessary documents.

Motion _______ Second _______ Vote _______

B. **Consideration of a Resolution Authorizing a Donation to Friends of McConnell, an Affiliate Organization of the Wichita Regional Chamber of Commerce in the Amount of $500.00, $1,000.00, $2,500.00, or $5,000.00.**

Action: Motion to (Adopt / Deny / Table) a Resolution authorizing a $_________ donation to the Friends of McConnell, and authorize the Mayor to sign.

Motion _______ Second _______ Vote _______

C. **Consideration of Ratification of Change Order No. 1 for the Multi-Use Path on East 53rd Street Project, Increasing the Original Contract Price of $588,362.04 by $3,932.25 for a total contract price of $592,294.29.**

Action: Motion to (Approve / Deny / Table) Ratification of Change Order No. 1, for the Multi-Use Path on East 53rd Street Project, increasing the contract price by $3,932.25, and authorize the Mayor to sign.

Motion _______ Second _______ Vote _______

D. **Consideration of Change Order No. 2 for the Multi-Use Path on East 53rd Street Project, Decreasing the Current Contract Price of $592,294.29 by $87,582.75 for a total contract price of $504,711.54.**

Action: Motion to (Approve / Deny / Table) Change Order No. 2, for the Multi-Use Path on East 53rd Street Project, decreasing the current contract price by $87,582.75, and authorize the Mayor to sign.

Motion _______ Second _______ Vote _______

E. **Consideration of Change Order No. 3 for the Multi-Use Path on East 53rd Street Project, Increasing the Current Contract Price of $504,711.54 by $86,165.00 for a total contract price of $590,876.54.**

Action: Motion to (Approve / Deny / Table) Change Order No. 3, for the Multi-Use Path on East 53rd Street Project, increasing the current contract price by $86,165.00, and authorize the Mayor to sign.

Motion _______ Second _______ Vote _______

F. **Consideration of an Agreement with The Arnold Group, LLC, for a Classification and Compensation Study at $16,560.00.**

Action: Motion to (Approve / Deny / Table) the Agreement with The Arnold Group, LLC, for a Classification and Compensation Study, in an amount not to exceed $16,560.00, and authorize the Mayor to sign.

Motion ________ Second ________ Vote ________

XII. EXECUTIVE SESSION

A. **No executive session**

XIII. DISCUSSION AND FUTURE ISSUES

A. **Discussion of Closure of 53rd and Rock Intersection (2026 Street Maintenance Program)**

B. **Discussion of four-way stops at 53rd and Oliver, and 53rd and Webb**

C. **Reminder: City Council Workshop to be held on July 14, 2026 at 7:00 p.m.**

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _______ Second _______ Vote _______

Additional Attachments:

A. City Manager's Report - July 7, 2026

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is *excluded from these areas during these times. Video of this meeting can be streamed at www.belaireks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.*

MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 16, 2026 7:00 PM

I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Councilmembers Greg Davied, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. Councilmember Tyler Dehn was absent.

City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel were present.

III. OPENING PRAYER: Michael Wearda provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Approval of Minutes of the June 2, 2026 City Council meeting.

MOTION: Councilmember McIntosh moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-11 in the amount of $1,325,449.02.

MOTION: Councilmember Hamburg moved to approve Appropriations Ordinance No. 26-11. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

(continued, next page)

VIII. CITY REQUESTED APPEARANCES

A. Randy White - Friends of McConnell program: Mr. White gave a presentation about how the program supports servicemen and their families. He asked the Council to consider donating to the program.

B. Kent Koehler - Sedgwick County Fire District No. 1: Mr. Koehler reported that he was elected as Vice Chairman at the June 2026 meeting of the Steering Council for the fire district. He gave a brief report on recent actions of the Steering Council and upcoming issues.

C. Ken Lee, Garver - 45th Street and 53rd Street Sidewalk updates

Mr. Lee gave an update on the two projects and took questions from City Council.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Proctor attended the latest Bel Aire Chamber social; he reported positive feedback about the Chamber's renewed focus on Chamber issues rather than running events.

Councilmember Hamburg attended the K-254 open house and a recent meeting with EPA and CCUA representatives about water reuse. They hope to have a follow-up meeting regarding water reuse soon. Councilmember Hamburg mentioned a recent conversation with a citizen about bringing bus service to Bel Aire; she noted that a few years ago a WAMPO study concluded that it was not feasible.

B. Mayor's Report

Mayor Benage reported he attended the monthly WAMPO meeting, the LKM City forum at WSU, and the ribbon cutting for a new Bel Aire business, Walk Your Plans. He also worked with Kechi Mayor Joanie Harris to draft the K-254 letter that the Council will discuss later tonight.

C. City Attorney Report

City Attorney Maria Schrock reported that she is now regularly attending Tree Board meetings. The Tree Board is considering updating their by-laws. In other matters, a wall owned by Bel Aire Heights HOA will be affected by the 45th street construction. The HOA Board is meeting this Thursday; Maria will update the Council if she learns of any new developments regarding this matter.

D. City Manager Report

City Manager Ted Henry reported on upcoming events: National Night Out and the fireworks show for America's 250th birthday will be held at City Hall on July 11th; and a memorial tree dedication in honor of Art Tenbrink will be held on June 27th at Denise Park. He also reported on upcoming street maintenance on Farmstead, Farmstead Ct and Perryton; the City's communications director will notify residents as soon as plans are received.

Mayor Benage requested a motion for Item XII A. Executive Session.

EXECUTIVE SESSION

A. **MOTION:** Councilmember McIntosh to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney, and City Engineer. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 8:23 p.m. Councilmember Proctor seconded the motion. ***Motion carried 4-0.***

The Council then recessed for executive session. Mayor Benage called meeting back to order at 8:25 pm. No binding action taken.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of (2) Alternatives for the Woodlawn Roadway Project in Change Order No. 26 with Pearson Construction, LLC., at $1,039,880.00 or $712,024.00.

Bob Henthorn, Vice President of Geotech for PEC, spoke to the Council and took questions about the two recommended options for the change order.

MOTION: Councilmember Proctor moved to approve Change Order No. 26 with Pearson Construction, LLC., for the Woodlawn Roadway Project, and authorize the necessary signatures, for Alternative 2: Use Lime Treated Subgrade with geogrid in an amount not to exceed $712,024.00, mainly because it takes less cash and less time for the community. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

B. Consideration of a Fireworks Display Permit Application from Waz Up Fireworks for a Fireworks Display on June 27, 2026 at 9745 East 50th Street North and Applicant's Request for Waiver of the $250.00 Public Display Permit Fee.

MOTION: Councilmember Davied moved to approve the Fireworks Display Permit Application from Waz Up Fireworks; and approve the Applicant's Request for Waiver of the $250.00 Public Display Permit Fee; and authorize city staff to execute the necessary documents. Councilmember Proctor seconded the motion. ***Motion carried 4-0.***

C. Consideration of a Fireworks Display Permit Application from the City of Bel Aire for a Fireworks Public Display on July 11, 2026 at the Southwest Corner of 53rd and Rock Road.

MOTION: Councilmember Proctor moved to approve the Fireworks Display Permit Application and the Request for Waiver of the $250.00 Public Display Permit Fee;

authorize city staff to execute the necessary documents. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

D. Consideration of Bids and Contract for Construction of Street Paving Improvements to serve the Chapel Landing 7th Addition.

MOTION: Councilmember Davied moved to approve the bid from Kansas Paving, in an amount not to exceed $574,081.45; approve the contract as presented and authorize the Mayor and city staff to sign all necessary documents. Councilmember Hamburg seconded the motion. ***Motion carried 3-0-1*** with Councilmember Proctor abstaining from the vote.

E. Consideration of an Encroachment Agreement with Phillips 66 Pipeline, LLC, for the 53rd Street Multi-Use Path Project currently under construction along the south side of 53rd Street from Oliver to Woodlawn.

MOTION: Councilmember Hamburg moved to approve the Encroachment Agreement with Phillips 66 Pipeline, LLC, for the 53rd Street Multi-Use Path Project, and authorize the Mayor to sign. Councilmember Proctor seconded the motion. ***Motion carried 3-1*** with Councilmember McIntosh voting against the motion.

F. Consideration of an Encroachment Agreement with KPC Pipeline, LLC for the 53rd Street Multi-Use Path Project currently under construction along the south side of 53rd Street from Oliver to Woodlawn.

MOTION: Councilmember Davied moved to approve the Encroachment Agreement with KPC Pipeline LLC, for the 53rd Street Multi-Use Path Project, and authorize the Mayor to sign. Councilmember Proctor seconded the motion. ***Motion carried 3-1*** with Councilmember McIntosh voting against the motion.

XII. EXECUTIVE SESSION: *This item was addressed earlier in the meeting.*

XIII. DISCUSSION AND FUTURE ISSUES

A. Draft letter regarding K-254

The Council discussed the draft letter and provided feedback. No official action was taken.

B. Reminder: A City Council Budget Workshop will be held immediately after this meeting (June 16th)

XIV. ADJOURNMENT

MOTION: Councilmember Davied moved to adjourn. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

(continued, next page)

Approved by the City Council this _____ day of _______________, 2026.

____
Jim Benage, Mayor

ATTEST:

____
Melissa Krehbiel, City Clerk

(Published at www.belaireks.gov on May, 20th, 2026.)

RESOLUTION NO. R-2026-15

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE CONSTRUCTION PROJECT.

WHEREAS, the 2026 Street Maintenance Project consists of pavement patching, curb and gutter replacement, milling, and overlaying of certain streets within the city limits. This type of work routinely entails the need to make contract modifications for field conditions, quantity adjustments, and other alternations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional city staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, timely execution of that work is in the best interest of the public and nearby commercial and residential property owners; and

WHEREAS, an increase in the level of change orders allowed without council approval, will allow responsible project management to continue without costly and inconvenient construction delays;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. The City Council for the City of Bel Aire, Kansas hereby adopts and approves a one-time modification to the Purchasing Policy dated July 11, 2024, governing council approval of purchases above $10,001. This modification grants the City Manager and Mayor authority to approve and execute change orders up to $150,000, only for the 2026 Street Maintenance Project.

Section 2. Such change orders will be presented to city council at the next regularly scheduled meeting for information only, since the City Manager and Mayor are authorized to approve the change order without formal approval by the city council.

Section 3. This policy is effective only for the 2026 Street Maintenance Project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable after it has been passed and approved, to be published on the City's website as the designated official city newspaper.

[Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas on the 3rd day of June, 2025.

APPROVED by the Mayor on the 20th day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

City of
Bel Aire

AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, have published the attached notice on the City of Bel Aire website, www.belaireks.gov, which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Resolution R-2026-15

is a true copy thereof and was published on such website beginning on the 20th day of

May, 2026.

Melissa Krehbiel
Signature

SUBSCRIBED AND SWORN to before me this 22nd day of May, 2026.

AMY L. GUHR
Notary Public - State of Kansas
My Appt. Expires 8-18-29

Amy L. Guhr
Notary Public

(seal)

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue
Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov

(Published at www.belaireks.gov on May, 20th, 2026.)

RESOLUTION NO. R-2026-15

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE CONSTRUCTION PROJECT.

WHEREAS, the 2026 Street Maintenance Project consists of pavement patching, curb and gutter replacement, milling, and overlaying of certain streets within the city limits. This type of work routinely entails the need to make contract modifications for field conditions, quantity adjustments, and other alternations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional city staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, timely execution of that work is in the best interest of the public and nearby commercial and residential property owners; and

WHEREAS, an increase in the level of change orders allowed without council approval, will allow responsible project management to continue without costly and inconvenient construction delays;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. The City Council for the City of Bel Aire, Kansas hereby adopts and approves a one-time modification to the Purchasing Policy dated July 11, 2024, governing council approval of purchases above $10,001. This modification grants the City Manager and Mayor authority to approve and execute change orders up to $150,000, only for the 2026 Street Maintenance Project.

Section 2. Such change orders will be presented to city council at the next regularly scheduled meeting for information only, since the City Manager and Mayor are authorized to approve the change order without formal approval by the city council.

Section 3. This policy is effective only for the 2026 Street Maintenance Project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable after it has been passed and approved, to be published on the City's website as the designated official city newspaper.

[Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas on the 3rd day of June, 2025.

APPROVED by the Mayor on the 20th day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

City of Bel Aire

CHANGE ORDER (CO) FORM

Contractor: Conspec Inc. dba Kansas Paving
Engineer: Professional Engineering Consultants, PA
Agreement Name: 2026 Street Maintenance & Repairs
Agreement Scope: Woodlawn, Rock Road, 53rd St, Bel Aire Heights, and Edgemoor
Agreement Date: 4/08/2026
Agreement Price: $675,243.00 Agreement Time: Final Completion 8/31/2026

Change Order No: 01 **Date of Issuance: 6/11/2026**

Additional Work as shown on the Map (Exhibit A):
Full depth repair on Farmstead Ct. (Exhibit A)

Reason for Additional Work (Exhibit B):
This section is requested due to severe cracking. It is 69.67 SY. (Exhibit B)

Agreement Time (Change or No Change):
There is No Change to the Agreement Time.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 675,243.00	Original Contract Times: Substantial Completion: August 17, 2026 Ready for Final Payment: August 31, 2026
Previously approved Change Orders No. 1 to No. __: $ N/A	Previously approved Change Orders No. 1 to No. __: Substantial Completion: N/A Ready for Final Payment:
Contract Price prior to this Change Order: $ 675,243.00	Contract Times prior to this Change Order: Substantial Completion: ____ Ready for Final Payment:
(Increase/Decrease) this Change Order: $ 5,225.00	(Increase/Decrease) this Change Order: Substantial Completion: ____ Final Completion:
Contract Price this Change Order: $ 680,468.00	Contract Times with all approved Change Orders: Substantial Completion: ____ Ready for Final Payment:

Summary Of Costs as of Date of Issuance for this Change Order:
See Table above.

In accordance with the terms of the Agreement referred to on page 1, the City hereby authorizes the change to the Agreement, as referenced in this Change Order. Exhibits A and B, and this Change Order, shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The additional work for this Change Order is to be performed at a cost not to exceed **$5,225.00 .**

The additional work for this Change Order cannot be completed until approved by all parties on the next page.

[*Remainder of this page intentionally left blank*]

~~This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas, on the __ day of _______, 2025.~~ 6-15-26 MAS.

Recommended and Approved:

6-12-2026

Terry Hacker, Project Manager — Date
Contractor (Authorized Signature)

Recommended and Approved:

6/12/2026

Tim Aziere, PE, PTOE, Project Engineer — Date
Engineer (Authorized Signature)

Recommended and Approved:

June 15, 2026

Anne Stephens, City Engineer — Date

Approved:

6.12.26

Ted Henry, City Manager — Date

Approved as to Form Only:

6-15-26

Maria A. Schrock, City Attorney — Date

Jim Benage, Mayor — Date
Owner (Authorized Signature)

Attest:

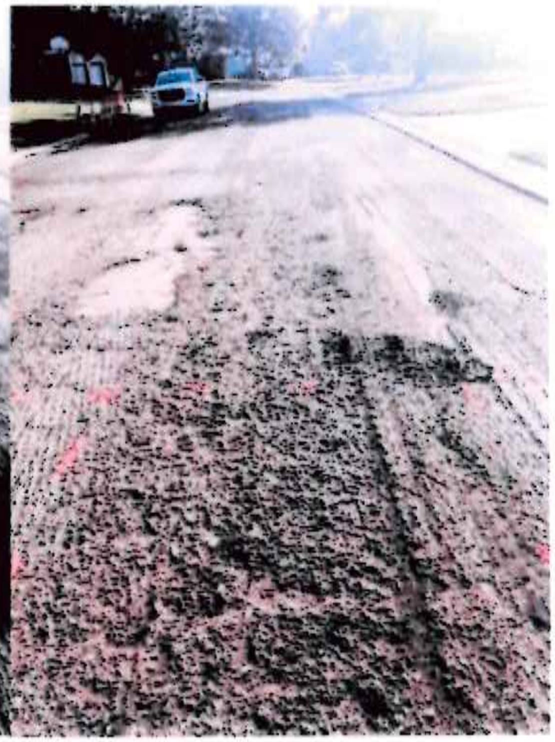
Melissa Krehbiel, City Clerk

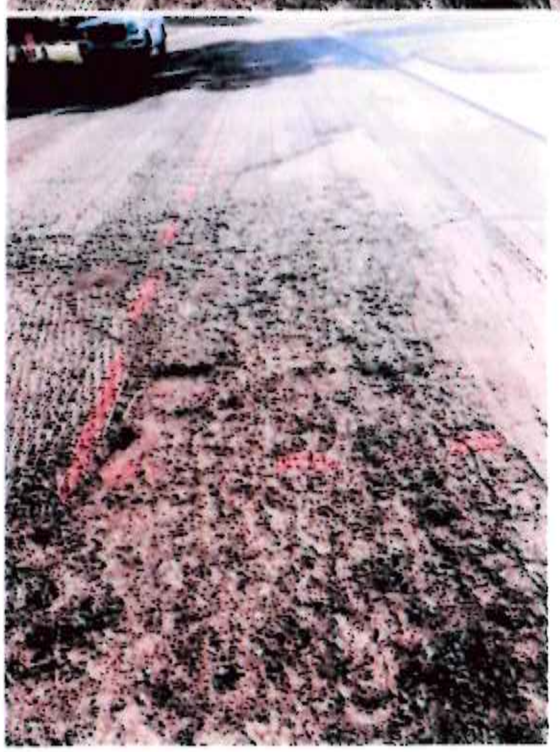
Pursuant to Resolution No. R-2026-15, this Change Order is presented to the Governing Body of the City of Bel Aire, Kansas, for information only, on this 7th day of July, 2026.

EXHIBIT A

ADDED AREA	ROADWAY	LENGTH (ft)	WIDTH (ft)	FACTOR	AREA ft^2)	AREA (SY^2)	AREA % OF TOTAL 1389	ACCUM	PAVEMENT REMOVAL $12	8" BASE REINFORCED $18	FULL DEPTH REPAIR $45	AREA COST	ACCUM COST
AA-1	A Farmstead Ct	62.7	10	1	627	69.67	5.0%	5.0%	$836.00	$1,254.00	$3,135.00	$5,225.00	$5,225.00

EXHIBIT B





City of Bel Aire

CHANGE ORDER (CO) FORM

Contractor: Conspec Inc. dba Kansas Paving
Engineer: Professional Engineering Consultants, PA
Agreement Name: 2026 Street Maintenance & Repairs
Agreement Scope: Woodlawn, Rock Road, 53rd St, Bel Aire Heights, and Edgemoor
Agreement Date: 4/08/2026
Agreement Price: $675,243.00 Agreement Time: Final Completion 8/31/2026

Change Order No: 02 **Date of Issuance: 6/15/2026**

Additional Work as shown on the Map (Exhibit A):
Full depth repair on Farmstead Ct. (Exhibit A)

Reason for Additional Work (Exhibit B):
This section is requested due to severe cracking. It is 103 SY. (Exhibit B)

Agreement Time (Change or No Change):
There is No Change to the Agreement Time.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 675,243.00	Original Contract Times: Substantial Completion: August 17, 2026 Ready for Final Payment: August 31, 2026
Previously approved Change Orders No. 1 to No. 1: $ 5,225.00	Previously approved Change Orders No. 1 to No. __: Substantial Completion: N/A Ready for Final Payment:
Contract Price prior to this Change Order: $ 680,468.00	Contract Times prior to this Change Order: Substantial Completion: ________ Ready for Final Payment:
(Increase/Decrease) this Change Order: $ 2,500.00	(Increase/Decrease) this Change Order: Substantial Completion: ________ Final Completion:
Contract Price this Change Order: $ 682,968.00	Contract Times with all approved Change Orders: Substantial Completion: ________ Ready for Final Payment:

Summary Of Costs as of Date of Issuance for this Change Order:
See Table above.

In accordance with the terms of the Agreement referred to on page 1, the City hereby authorizes the change to the Agreement, as referenced in this Change Order. Exhibits A and B, and this Change Order, shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The additional work for this Change Order is to be performed at a cost not to exceed **$2,500.00.**

The additional work for this Change Order cannot be completed until approved by all parties on the next page.

[*Remainder of this page intentionally left blank*]

~~This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas, on the ___ day of ________, 2026.~~ 6-15-26 MAS

Recommended and Approved:

6.15.2026

Terry Hacker, Project Manager   Date
Contractor (Authorized Signature)

Recommended and Approved:

6/15/26

Tim Aziere, PE, PTOE, Project Engineer   Date
Engineer (Authorized Signature)

Recommended and Approved:

June 15, 2026

Anne Stephens, City Engineer   Date

Approved:

6.15.26

Ted Henry, City Manager   Date

Approved as to Form Only:

Maria A. Schrock   6-15-26

Maria A. Schrock, City Attorney   Date

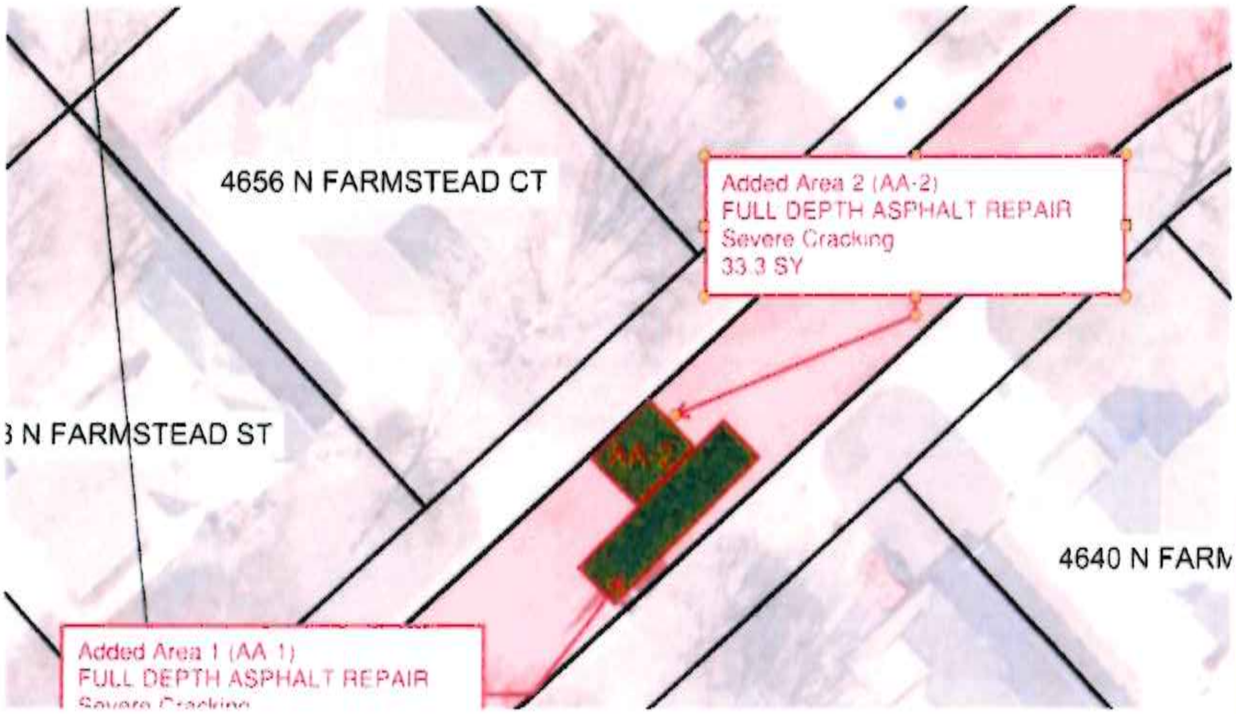
Jim Benage, Mayor   Date
Owner (Authorized Signature)

Attest:

Melissa Krehbiel, City Clerk

Pursuant to Resolution No. R-2026-15, this Change Order is presented to the Governing Body of the City of Bel Aire, Kansas, for information only, on this 7th day of July, 2026.

EXHIBIT A



ADDED AREA	ROADWAY	LENGTH (ft)	WIDTH (ft)	FACTOR	AREA ft^2)	AREA (SY^2)	AREA % OF 1380	ACCUM TOTAL	PAVEMENT REMOVAL $12	8" BASE REINFORCED $18	FULL DEPTH REPAIR $45	AREA COST	ACCUM COST
~~AA-1 A~~	~~Farmstead Ct~~	~~62.7~~	~~10~~	~~1~~	~~627~~	~~69.67~~	~~5.0%~~	~~5.0%~~	~~$836.00~~	~~$1,254.00~~	~~$3,135.00~~	~~$5,225.00~~	~~$5,225.00~~
AA-2	Farmstead Ct	25	12	1	300	33.33	2.4%	7.4%	$400.00	$600.00	$1,500.00	$2,500.00	$7,725.00

EXHIBIT B





City of Bel Aire

CHANGE ORDER (CO) FORM

Contractor: Conspec Inc. dba Kansas Paving
Engineer: Professional Engineering Consultants, PA
Agreement Name: 2026 Street Maintenance & Repairs
Agreement Scope: Woodlawn, Rock Road, 53rd St, Bel Aire Heights, and Edgemoor
Agreement Date: 4/08/2026
Agreement Price: $675,243.00 Agreement Time: Final Completion 8/31/2026

Change Order No: 03 **Date of Issuance: 6/16/2026**

Additional Work as shown on the Map (Exhibit A):
Full depth repair on Farmstead St. (Exhibit A)

Reason for Additional Work (Exhibit B):
This section is requested due to severe cracking and soft base. It is 14.44 SY. (Exhibit B)

Agreement Time (Change or No Change):
There is No Change to the Agreement Time.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 675,243.00	Original Contract Times: Substantial Completion: August 17, 2026 Ready for Final Payment: August 31, 2026
Previously approved Change Orders No. 1 to No. 1: $ 7,725.00	Previously approved Change Orders No. 1 to No. __: Substantial Completion: N/A Ready for Final Payment: ________
Contract Price prior to this Change Order: $ 682,968.00	Contract Times prior to this Change Order: Substantial Completion: ________ Ready for Final Payment: ________
(Increase/Decrease) this Change Order: $ 1,083.33	(Increase/Decrease) this Change Order: Substantial Completion: ________ Final Completion: ________
Contract Price this Change Order: $ 684,051.33	Contract Times with all approved Change Orders: Substantial Completion: ________ Ready for Final Payment: ________

Summary Of Costs as of Date of Issuance for this Change Order:
See Table above.

In accordance with the terms of the Agreement referred to on page 1, the City hereby authorizes the change to the Agreement, as referenced in this Change Order. Exhibits A and B, and this Change Order, shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The additional work for this Change Order is to be performed at a cost not to exceed **$1,083.33.**

The additional work for this Change Order cannot be completed until approved by all parties on the next page.

[Remainder of this page intentionally left blank]

This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas, on the ___ day of _______, 2026. 6-16-26 TH

Recommended and Approved:

6-16-2026

Terry Hacker, Project Manager Date
Contractor (Authorized Signature)

Recommended and Approved:

6/16/26

Tim Aziere, PE, PTOE, Project Engineer Date
Engineer (Authorized Signature)

Recommended and Approved:

June 22, 2026

Anne Stephens, City Engineer Date

Approved:

6.16-26

Ted Henry, City Manager Date

Approved as to Form Only:

Maria A. Schrock 6-19-26

Maria A. Schrock, City Attorney Date

Jim Benage, Mayor Date
Owner (Authorized Signature)

Attest:

Melissa Krehbiel, City Clerk

Pursuant to Resolution No. R-2026-15, this Change Order is presented to the Governing Body of the City of Bel Aire, Kansas, for information only, on this 7th day of July, 2026.

EXHIBIT A

ADDED AREA	ROADWAY	LENGTH (ft)	WIDTH (ft)	FACTOR	AREA ft^2)	AREA (SY^2)	AREA % OF TOTAL 1389	ACCUM % OF TOTAL	PAVEMENT REMOVAL $12	8" BASE REINFORCED $18	FULL DEPTH REPAIR $45	AREA COST	ACCUM COST
~~AA 1~~	~~Farmstead Ct~~	~~52.7~~	~~10~~	~~1~~	~~527~~	~~[illegible]~~	~~5.0%~~	~~5.0%~~	~~$836.00~~	~~$1,254.00~~	~~$3,135.00~~	~~$5,225.00~~	~~$5,225.00~~
~~AA 2~~	~~Farmstead St~~	~~26~~	~~12~~	~~1~~	~~300~~	~~33.33~~	~~2.4%~~	~~7.4%~~	~~$400.00~~	~~$600.00~~	~~$1,500.00~~	~~$2,500.00~~	~~$7,725.00~~
AA 3	Farmstead	13	10	1	130	14.44	1.0%	8.5%	$173.33	$260.00	$650.00	$1,083.33	$8,808.33

EXHIBIT B

City of Bel Aire, KS

AP ORDINANCE
By Vendor Name

Payment Dates 6/9/2026 - 6/30/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 2122 - AIR CAPITOL EXTERMINATING					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		37.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		22.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		45.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		45.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		12.75
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		7.65
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		15.30
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/11/2026	06/12/2026		15.30
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		37.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		22.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		45.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		45.00
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		12.75
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		7.65
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		15.30
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT…	06/23/2026	06/24/2026		15.30
				Vendor 2122 - AIR CAPITOL EXTERMINATING Total:	**402.00**
Vendor: 1993 - ANNE STEPHENS					
ANNE STEPHENS	PER DIEM-KSPA ANNUAL CON…	06/10/2026	06/12/2026		281.15
				Vendor 1993 - ANNE STEPHENS Total:	**281.15**
Vendor: 3086 - ANYTIME LAB TESTING, INC.					
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	06/11/2026	06/19/2026		21.00
ANYTIME LAB TESTING, INC.	EMPLOYMENT DRUG TESTING	06/11/2026	06/19/2026		21.00
				Vendor 3086 - ANYTIME LAB TESTING, INC. Total:	**42.00**
Vendor: 2790 - ARC PHYSICAL THERAPY PLUS					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	06/10/2026	06/12/2026		140.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	06/10/2026	06/12/2026		70.00
				Vendor 2790 - ARC PHYSICAL THERAPY PLUS Total:	**210.00**
Vendor: 0054 - AT&T					
AT&T GLOBAL NETWORK	INTERNET BACKUP	06/17/2026	06/28/2026		170.00
				Vendor 0054 - AT&T Total:	**170.00**
Vendor: 0498 - B & B ELECTRIC MOTOR CO.					
B & B ELECTRIC MOTOR CO.	VEH/EQUIP REPAIRS & MAINT	06/11/2026	06/12/2026		1,244.00
				Vendor 0498 - B & B ELECTRIC MOTOR CO. Total:	**1,244.00**
Vendor: 0174 - BANK OF NEW YORK MELLON TRUST					
BANK OF NEW YORK MELLON …	05/26 O&M/DEBT SVC	06/24/2026	06/15/2026		60,412.79
BANK OF NEW YORK MELLON …	05/26 O&M/DEBT SVC	06/24/2026	06/15/2026		47,227.39
BANK OF NEW YORK MELLON …	05/26 O&M/DEBT SVC	06/24/2026	06/15/2026		35,254.90
BANK OF NEW YORK MELLON …	05/26 O&M/DEBT SVC	06/24/2026	06/15/2026		104,551.48
				Vendor 0174 - BANK OF NEW YORK MELLON TRUST Total:	**247,446.56**
Vendor: 0472 - BEALL & MITCHELL, LLC					
BEALL & MITCHELL, LLC	06/26 JUDGE TERRY BEALL/C…	06/10/2026	06/12/2026		1,237.98
				Vendor 0472 - BEALL & MITCHELL, LLC Total:	**1,237.98**
Vendor: 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC					
ARK VALLEY NEWS	BREEZE AD	06/17/2026	06/19/2026		500.00
ARK VALLEY NEWS	PUBLICATIONS	06/17/2026	06/19/2026		785.00
ARK VALLEY NEWS	PUBLICATIONS	06/17/2026	06/19/2026		160.00
ARK VALLEY NEWS	PUBLICATIONS	06/17/2026	06/19/2026		160.00
				Vendor 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC Total:	**1,605.00**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 1486 - BLUE CROSS & BLUE SHIELD OF KS					
BLUE CROSS & BLUE SHIELD O…	07/26 HEALTH INSURANCE	06/24/2026	06/24/2026		56,746.60
BLUE CROSS & BLUE SHIELD O…	07/26 TY'S HEALTH INSURANCE	06/24/2026	06/24/2026		1,651.80
BLUE CROSS & BLUE SHIELD O…	07/26 HEALTH INSURANCE	06/24/2026	06/24/2026		3,376.62
BLUE CROSS & BLUE SHIELD O…	07/26 HEALTH INSURANCE	06/24/2026	06/24/2026		4,313.32
BLUE CROSS & BLUE SHIELD O…	07/26 HEALTH INSURANCE	06/24/2026	06/24/2026		8,897.44
			Vendor 1486 - BLUE CROSS & BLUE SHIELD OF KS Total:		**74,985.78**
Vendor: T0910 - BOWERS PLUMBING COMPANY					
BOWERS PLUMBING COMPA…	PLUMBING MAINT/REPAIRS	06/24/2026	06/24/2026		704.00
			Vendor T0910 - BOWERS PLUMBING COMPANY Total:		**704.00**
Vendor: 2650 - BURNS & MCDONNELL ENGINEERING					
BURNS & MCDONNELL ENGIN…	ENGINEERING SERVICES	06/16/2026	06/19/2026		876.00
			Vendor 2650 - BURNS & MCDONNELL ENGINEERING Total:		**876.00**
Vendor: 2095 - CENTRAL MECHANICAL WICHITA,LLC					
CENTRAL MECHANICAL WICHI…	HVAC REPAIR - REC	06/18/2026	06/24/2026		180.00
			Vendor 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:		**180.00**
Vendor: 0170 - CHISHOLM CREEK UTILITY AUTH.					
CHISHOLM CREEK UTILITY AU…	05/26 CCUA CONTINGENCY	06/22/2026	06/24/2026		3,000.00
CHISHOLM CREEK UTILITY AU…	05/26 CCUA CONTINGENCY	06/22/2026	06/24/2026		2,820.00
			Vendor 0170 - CHISHOLM CREEK UTILITY AUTH. Total:		**5,820.00**
Vendor: 0383 - CITY OF BEL AIRE					
CITY OF BEL AIRE	PERMIT DUPLICATE CHARGE R…	05/13/2026	06/12/2026		194.00
CITY OF BEL AIRE	WATER REBATE CREDIT TO UB…	06/18/2026	06/24/2026		822.17
			Vendor 0383 - CITY OF BEL AIRE Total:		**1,016.17**
Vendor: 3118 - COLTER D. THOMA					
COLTER D. THOMA	VARIANCE CASE EXPENSE REF…	06/10/2026	06/12/2026		535.00
			Vendor 3118 - COLTER D. THOMA Total:		**535.00**
Vendor: 2062 - CORE & MAIN					
CORE & MAIN	WATER METER SUPPLIES	06/10/2026	06/12/2026		33,383.25
CORE & MAIN	WATER METER SUPPLIES	06/10/2026	06/12/2026		38.00
CORE & MAIN	WATER METER SUPPLIES	06/23/2026	06/24/2026		9,533.70
CORE & MAIN	WATER METER SUPPLIES	06/23/2026	06/24/2026		11,337.50
			Vendor 2062 - CORE & MAIN Total:		**54,292.45**
Vendor: 0050 - COX COMMUNICATIONS, INC					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	06/05/2026	06/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	06/05/2026	06/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	06/05/2026	06/16/2026		63.70
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	06/05/2026	06/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	06/11/2026	06/16/2026		193.69
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	06/11/2026	06/14/2026		154.95
			Vendor 0050 - COX COMMUNICATIONS, INC Total:		**603.50**
Vendor: 1798 - CRAFCO, INC					
CRAFCO, INC	MATERIALS/SUPPLIES-STREET…	06/19/2026	06/24/2026		1,820.00
CRAFCO, INC	MATERIALS/SUPPLIES-STREET…	06/19/2026	06/24/2026		3,282.00
			Vendor 1798 - CRAFCO, INC Total:		**5,102.00**
Vendor: 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC					
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PD	06/10/2026	06/12/2026		23.00
CULLIGAN OF WICHITA / WICH…	WATER SERVICE-CH	06/10/2026	06/12/2026		42.00
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/10/2026	06/12/2026		11.45
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/10/2026	06/12/2026		11.45
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/10/2026	06/12/2026		11.45
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/10/2026	06/12/2026		11.45
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PD	06/16/2026	06/19/2026		23.00
CULLIGAN OF WICHITA / WICH…	WATER SERVICE-CH	06/16/2026	06/19/2026		42.00
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/16/2026	06/19/2026		9.09
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/16/2026	06/19/2026		9.08
CULLIGAN OF WICHITA / WICH…	WATER SERVICE - PW	06/16/2026	06/19/2026		9.09

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CULLIGAN OF WICHITA / WICH...	WATER SERVICE - PW	06/16/2026	06/19/2026		9.09
		Vendor 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:			**212.15**
Vendor: 0291 - CUMMINS INC/CUMMINS SALES & SERVICE					
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/11/2026	06/12/2026		1,500.09
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/10/2026	06/12/2026		-104.66
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/19/2026	06/24/2026		1,275.80
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/23/2026	06/24/2026		751.81
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/23/2026	06/24/2026		1,533.51
CUMMINS SALES & SERVICE	GENERATOR / LIFT STATION ...	06/23/2026	06/24/2026		1,364.02
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/23/2026	06/24/2026		1,015.71
		Vendor 0291 - CUMMINS INC/CUMMINS SALES & SERVICE Total:			**7,336.28**
Vendor: 1746 - DARRELL ATTEBERRY					
DARRELL ATTEBERRY	PER DIEM-2026 FBINAA TRAIN...	06/23/2026	06/24/2026		840.60
DARRELL ATTEBERRY	PER DIEM-2026 FBINAA TRAIN...	06/23/2026	06/24/2026		582.79
		Vendor 1746 - DARRELL ATTEBERRY Total:			**1,423.39**
Vendor: 1802 - EMPOWER RETIREMENT 457					
EMPOWER RETIREMENT 457	457 CITY MANAGER	06/18/2026	06/18/2026		577.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	06/18/2026	06/18/2026		612.00
		Vendor 1802 - EMPOWER RETIREMENT 457 Total:			**1,189.00**
Vendor: 0046 - EVERGY KANSAS CENTRAL INC					
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/11/2026	06/19/2026		32.54
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/11/2026	06/19/2026		58.42
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/11/2026	06/18/2026		117.59
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/11/2026	06/15/2026		8,445.99
		Vendor 0046 - EVERGY KANSAS CENTRAL INC Total:			**8,654.54**
Vendor: 0118 - EWING OUTDOOR SUPPLY/IRRIGATION PRODUCTS					
EWING OUTDOOR SUPPLY/IRR...	SPRINKLER SYSTEM REPAIRS/...	06/10/2026	06/12/2026		991.18
EWING OUTDOOR SUPPLY/IRR...	SPRINKLER SYSTEM REPAIRS/...	06/10/2026	06/12/2026		19.43
EWING OUTDOOR SUPPLY/IRR...	SPRINKLER SYSTEM REPAIRS/...	06/10/2026	06/12/2026		280.03
EWING OUTDOOR SUPPLY/IRR...	RECREATIONAL EQUIP/SUPPLI...	06/23/2026	06/24/2026		171.09
		Vendor 0118 - EWING OUTDOOR SUPPLY/IRRIGATION PRODUCTS Total:			**1,461.73**
Vendor: 2654 - EXPERT AUTO CENTER					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	06/17/2026	06/19/2026		2,881.66
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/17/2026	06/19/2026		38.20
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/17/2026	06/19/2026		38.20
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/17/2026	06/19/2026		38.21
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/17/2026	06/19/2026		38.20
		Vendor 2654 - EXPERT AUTO CENTER Total:			**3,034.47**
Vendor: 0587 - FEDEX - FEDERAL EXPRESS CORPORATION					
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	06/10/2026	06/12/2026		82.11
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	06/17/2026	06/19/2026		71.91
		Vendor 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:			**154.02**
Vendor: 0010 - FICA/FEDERAL W/H					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/18/2026	06/18/2026		14,705.74
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/18/2026	06/18/2026		306.48
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/18/2026	06/18/2026		1,959.08
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/18/2026	06/18/2026		938.04
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/18/2026	06/18/2026		7,988.74
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/18/2026	06/18/2026		149.53
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/18/2026	06/18/2026		1,263.42
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/18/2026	06/18/2026		523.08
FICA/FEDERAL W/H	MEDICARE/FICA	06/18/2026	06/18/2026		3,439.30
FICA/FEDERAL W/H	MEDICARE/FICA	06/18/2026	06/18/2026		71.68
FICA/FEDERAL W/H	MEDICARE/FICA	06/18/2026	06/18/2026		458.18
FICA/FEDERAL W/H	MEDICARE/FICA	06/18/2026	06/18/2026		219.38
		Vendor 0010 - FICA/FEDERAL W/H Total:			**32,022.65**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 0068 - GALLS					
GALLS	UNIFORMS	06/10/2026	06/12/2026		131.54
GALLS	UNIFORMS	06/11/2026	06/12/2026		450.00
GALLS	UNIFORMS	06/23/2026	06/24/2026		65.77
				Vendor 0068 - GALLS Total:	**647.31**
Vendor: 0175 - HASTY AWARDS					
HASTY AWARDS	SPORTS AWARDS	06/23/2026	06/24/2026		189.40
				Vendor 0175 - HASTY AWARDS Total:	**189.40**
Vendor: 0241 - HAWKS INTER-STATE PESTMASTERS					
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	06/17/2026	06/19/2026		92.76
HAWKS INTER-STATE PESTMA...	POOL-HAWKS PEST CONTROL	06/10/2026	06/19/2026		145.76
HAWKS INTER-STATE PESTMA...	CH-HAWKS PEST CONTROL	06/17/2026	06/19/2026		107.76
				Vendor 0241 - HAWKS INTER-STATE PESTMASTERS Total:	**346.28**
Vendor: 2470 - IDEATEK TELECOM					
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		32.10
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		118.12
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		103.85
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		1,006.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		103.86
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		103.85
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	06/17/2026	06/19/2026		103.85
				Vendor 2470 - IDEATEK TELECOM Total:	**1,572.45**
Vendor: 2582 - IMAGINE IT INC					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		326.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		163.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		489.61
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		489.61
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		326.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		326.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		244.80
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		2,612.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		734.41
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		163.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		163.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		815.72
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		163.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		815.72
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/17/2026	06/19/2026		815.72
				Vendor 2582 - IMAGINE IT INC Total:	**8,650.29**
Vendor: 2715 - INFOSEND INC					
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		39.33
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		39.33
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		39.32
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		58.99
INFOSEND INC	UTILITY BILLS	06/10/2026	06/12/2026		771.01
INFOSEND INC	UTILITY LATE NOTICES	06/10/2026	06/12/2026		205.25
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		9.83
INFOSEND INC	UTILITY BILLS	06/10/2026	06/12/2026		771.01
INFOSEND INC	UTILITY LATE NOTICES	06/10/2026	06/12/2026		205.26
INFOSEND INC	UTILITY INSERT	06/10/2026	06/12/2026		9.83
				Vendor 2715 - INFOSEND INC Total:	**2,149.16**
Vendor: 2786 - JAY C HINKEL, ATTORNEY AT LAW					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	06/18/2026	06/24/2026		3,210.90
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	06/18/2026	06/24/2026		1,344.75
				Vendor 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:	**4,555.65**
Vendor: 0196 - K P E R S					
K P E R S	KP&F	06/18/2026	06/18/2026		12,018.31
K P E R S	KPERS 1	06/18/2026	06/18/2026		848.31

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 1	06/18/2026	06/18/2026		439.49
K P E R S	KPERS 1	06/18/2026	06/18/2026		930.09
K P E R S	KPERS 1	06/18/2026	06/18/2026		383.17
K P E R S	KPERS 2	06/18/2026	06/18/2026		2,156.84
K P E R S	KPERS 2	06/18/2026	06/18/2026		326.25
K P E R S	KPERS 3	06/18/2026	06/18/2026		7,938.27
K P E R S	KPERS 3	06/18/2026	06/18/2026		1,418.28
K P E R S	KPERS 3	06/18/2026	06/18/2026		964.56
				Vendor 0196 - K P E R S Total:	**27,423.57**
Vendor: 0199 - KANSAS DEPT OF REV:SALES TAX					
KANSAS DEPT OF REV:SALES T…	05/26 SALES TAX	06/17/2026	06/18/2026		1,289.28
				Vendor 0199 - KANSAS DEPT OF REV:SALES TAX Total:	**1,289.28**
Vendor: 0197 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	KS STATE W/H	06/18/2026	06/18/2026		5,397.18
KANSAS DEPT OF REVENUE	KS STATE W/H	06/18/2026	06/18/2026		93.85
KANSAS DEPT OF REVENUE	KS STATE W/H	06/18/2026	06/18/2026		774.16
KANSAS DEPT OF REVENUE	KS STATE W/H	06/18/2026	06/18/2026		321.69
				Vendor 0197 - KANSAS DEPT OF REVENUE Total:	**6,586.88**
Vendor: 0287 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CH UTILITIES	06/18/2026	06/25/2026		193.89
KANSAS GAS SERVICE	POOL UTILITIES	06/18/2026	06/25/2026		51.25
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	06/18/2026	06/25/2026		53.88
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		24.46
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		24.46
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		24.46
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		24.46
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		44.09
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		44.09
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		44.10
KANSAS GAS SERVICE	MAINT PW UTILITIES	06/18/2026	06/25/2026		44.09
KANSAS GAS SERVICE	REC UTILITIES	06/18/2026	06/25/2026		108.37
				Vendor 0287 - KANSAS GAS SERVICE Total:	**681.60**
Vendor: 0274 - KANSAS GOLF & TURF, INC					
KANSAS GOLF & TURF, INC	VEHICLE/EQUIP SUPPLIES/PA…	06/10/2026	06/12/2026		66.50
				Vendor 0274 - KANSAS GOLF & TURF, INC Total:	**66.50**
Vendor: 0075 - KANSAS ONE-CALL SYSTEM, INC.					
KANSAS ONE-CALL SYSTEM, I…	LOCATE FEES: 376 FOR 05/26	06/10/2026	06/12/2026		250.04
KANSAS ONE-CALL SYSTEM, I…	LOCATE FEES: 376 FOR 05/26	06/10/2026	06/12/2026		250.04
				Vendor 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:	**500.08**
Vendor: 0884 - KANSASLAND TIRE/ MCWHORTER'S TIRE & SERVICE					
KANSASLAND TIRE/ MCWHOR…	VEHICLE REPAIR/MAINT	06/10/2026	06/12/2026		207.03
KANSASLAND TIRE/ MCWHOR…	VEHICLE REPAIR/MAINT	06/10/2026	06/12/2026		207.03
KANSASLAND TIRE/ MCWHOR…	VEHICLE REPAIR/MAINT	06/10/2026	06/12/2026		207.04
KANSASLAND TIRE/ MCWHOR…	VEHICLE REPAIR/MAINT	06/10/2026	06/12/2026		207.04
				Vendor 0884 - KANSASLAND TIRE/ MCWHORTER'S TIRE & SERVICE Total:	**828.14**
Vendor: 0836 - KANZA CO-OPERATIVE ASSOCIATION					
KANZA CO-OPERATIVE ASSOC…	UNLEADED BULK FUEL	06/09/2026	06/12/2026		343.71
KANZA CO-OPERATIVE ASSOC…	DIESEL BULK FUEL	06/09/2026	06/12/2026		788.75
KANZA CO-OPERATIVE ASSOC…	UNLEADED BULK FUEL	06/09/2026	06/12/2026		343.71
KANZA CO-OPERATIVE ASSOC…	DIESEL BULK FUEL	06/09/2026	06/12/2026		788.75
KANZA CO-OPERATIVE ASSOC…	UNLEADED BULK FUEL	06/09/2026	06/12/2026		343.71
KANZA CO-OPERATIVE ASSOC…	UNLEADED BULK FUEL	06/09/2026	06/12/2026		343.71
KANZA CO-OPERATIVE ASSOC…	DIESEL BULK FUEL	06/09/2026	06/12/2026		788.75
KANZA CO-OPERATIVE ASSOC…	DIESEL BULK FUEL	06/09/2026	06/12/2026		788.74
KANZA CO-OPERATIVE ASSOC…	UNLEADED BULK FUEL	06/09/2026	06/12/2026		343.71
				Vendor 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:	**4,873.54**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 0122 - KDHE - BUREAU OF WATER					
KDHE - BUREAU OF WATER	PERMIT FEE-CONSTRUCTION ...	06/24/2026	06/24/2026		120.00
			Vendor 0122 - KDHE - BUREAU OF WATER Total:		**120.00**
Vendor: 0179 - LEAGUE OF KS MUNICIPALITIES					
LEAGUE OF KS MUNICIPALITIES	TRAINING-WEBINAR	06/09/2026	06/12/2026		25.00
			Vendor 0179 - LEAGUE OF KS MUNICIPALITIES Total:		**25.00**
Vendor: 2687 - LEASE FINANCE PARTNERS					
LEASE FINANCE PARTNERS	36822QT: 05/26:PD COPIER	06/11/2026	06/12/2026		143.17
			Vendor 2687 - LEASE FINANCE PARTNERS Total:		**143.17**
Vendor: T0920 - LEXIS NEXIS					
LEXIS NEXIS	SUBSCRIPTION CONTENT FEA...	06/11/2026	06/12/2026		3,304.78
LEXIS NEXIS	SUBSCRIPTION CONTENT FEA...	06/10/2026	06/12/2026		321.00
			Vendor T0920 - LEXIS NEXIS Total:		**3,625.78**
Vendor: 1925 - MERIDIAN ANALYTICAL LABS,LLC					
MERIDIAN ANALYTICAL LABS,L...	STORMWATER SAMPLE ANAL...	06/17/2026	06/19/2026		790.00
			Vendor 1925 - MERIDIAN ANALYTICAL LABS,LLC Total:		**790.00**
Vendor: 3122 - MIKE DEAN					
MIKE DEAN	SIDEWALK PROJECTS	06/23/2026	06/24/2026		2,500.00
			Vendor 3122 - MIKE DEAN Total:		**2,500.00**
Vendor: 1296 - MIKE JOHNSON SALES, INC.					
MIKE JOHNSON SALES, INC.	MUNICIPAL COURT REMINDE...	06/23/2026	06/24/2026		268.55
			Vendor 1296 - MIKE JOHNSON SALES, INC. Total:		**268.55**
Vendor: 2690 - MOUNTAINLAND SUPPLIES-THE TAP					
MOUNTAINLAND SUPPLIES-T...	WATER SYSTEM SUPPLIES	06/23/2026	06/24/2026		605.50
			Vendor 2690 - MOUNTAINLAND SUPPLIES-THE TAP Total:		**605.50**
Vendor: 1834 - NATIONAL SCREENING BUREAU					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	06/11/2026	06/12/2026		80.00
			Vendor 1834 - NATIONAL SCREENING BUREAU Total:		**80.00**
Vendor: 0226 - NOWAK CONSTRUCTION CO INC.					
NOWAK CONSTRUCTION CO I...	CHAPEL LANDING 7TH ADD I...	06/22/2026	06/24/2026	024-8881	296,281.80
NOWAK CONSTRUCTION CO I...	CHAPEL LANDING 7TH ADD I...	06/22/2026	06/24/2026	024-8883	204,205.95
			Vendor 0226 - NOWAK CONSTRUCTION CO INC. Total:		**500,487.75**
Vendor: 1345 - OREILLY AUTO PARTS					
OREILLY AUTO PARTS	VEH/EQUIP SUPPLIES/PARTS	06/17/2026	06/19/2026		21.36
			Vendor 1345 - OREILLY AUTO PARTS Total:		**21.36**
Vendor: 2369 - PAYLOCITY CORPORATION					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/01/2026	06/12/2026		715.25
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/01/2026	06/12/2026		45.98
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/17/2026	06/22/2026		32.30
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/18/2026	06/22/2026		631.58
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/18/2026	06/22/2026		30.25
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/24/2026	06/26/2026		558.40
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/24/2026	06/26/2026		51.89
			Vendor 2369 - PAYLOCITY CORPORATION Total:		**2,065.65**
Vendor: 2524 - PEARSON CONSTRUCTION LLC					
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	06/22/2026	06/24/2026	005-8882	174,711.60
			Vendor 2524 - PEARSON CONSTRUCTION LLC Total:		**174,711.60**
Vendor: 0263 - PITNEY BOWES GLOBAL FINANCIAL					
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	06/12/2026	06/28/2026		258.72
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	06/17/2026	06/12/2026		500.00
			Vendor 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:		**758.72**
Vendor: 3117 - PRESTIGE LANDSCAPE & CONSTRUCTION					
PRESTIGE LANDSCAPE & CON...	OVERPAYMENT REIMBURSEM...	06/10/2026	06/12/2026		206.00
			Vendor 3117 - PRESTIGE LANDSCAPE & CONSTRUCTION Total:		**206.00**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA					
PUBLIC WORKS & UTILITIES-CI…	10,281,000 GAL: 05/04/26-06…	06/17/2026	06/19/2026		61,376.82
			Vendor 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA Total:		**61,376.82**
Vendor: 0456 - QUILL					
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	06/16/2026	06/19/2026		10.99
			Vendor 0456 - QUILL Total:		**219.95**
Vendor: 0441 - RUSTY ECK FORD					
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	06/17/2026	06/19/2026		150.57
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	06/17/2026	06/19/2026		150.58
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	06/17/2026	06/19/2026		150.58
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	06/17/2026	06/19/2026		150.58
			Vendor 0441 - RUSTY ECK FORD Total:		**602.31**
Vendor: 0216 - SEDGWICK COUNTY DIV OF FINANCE					
SEDGWICK COUNTY DIV OF FI…	05/26 PRISONER HOUSING FE…	06/10/2026	06/12/2026		2,308.23
			Vendor 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:		**2,308.23**
Vendor: 0237 - SEEDERS, INC					
SEEDERS, INC	HYDRO SEEDING	06/10/2026	06/12/2026	010-8883	33,410.00
			Vendor 0237 - SEEDERS, INC Total:		**33,410.00**
Vendor: 0752 - SEILER INSTRUMENT & MFG CO INC					
SEILER INSTRUMENT & MFG …	CATALYST-ANNUAL	06/22/2026	06/24/2026		4,180.00
			Vendor 0752 - SEILER INSTRUMENT & MFG CO INC Total:		**4,180.00**
Vendor: 2726 - SHORT ELLIOTT HENDRICKSON INC					
SHORT ELLIOTT HENDRICKSON…	BELAC SUNFLOWER PARK 3RD…	06/17/2026	06/24/2026	013-8830	2,025.37
SHORT ELLIOTT HENDRICKSON…	BELAC SUNFLOWER PARK 3RD…	06/17/2026	06/24/2026	013-8831	2,025.37
SHORT ELLIOTT HENDRICKSON…	BELAC SUNFLOWER PARK 3RD…	06/17/2026	06/24/2026	013-8832	2,025.38
SHORT ELLIOTT HENDRICKSON…	BELAC SUNFLOWER PARK 3RD…	06/17/2026	06/24/2026	013-8833	2,025.38
			Vendor 2726 - SHORT ELLIOTT HENDRICKSON INC Total:		**8,101.50**
Vendor: 0392 - SIGNS NOW - WITHERS ENTERPRISES, INC					
SIGNS NOW #124	DENISE PARK DESIGN SIGNS	06/17/2026	06/19/2026		125.00
			Vendor 0392 - SIGNS NOW - WITHERS ENTERPRISES, INC Total:		**125.00**
Vendor: 0911 - SIMPLE CLEAN / D. LASHBROOK					
SIMPLE CLEAN	06/26 JANITORIAL SVC: CH	06/16/2026	06/19/2026		1,832.50
SIMPLE CLEAN	06/26 JANITORIAL SVC: REC	06/16/2026	06/19/2026		682.50
SIMPLE CLEAN	06/26 JANITORIAL SVC: PW	06/16/2026	06/19/2026		135.25
SIMPLE CLEAN	06/26 JANITORIAL SVC: PW	06/16/2026	06/19/2026		135.25
SIMPLE CLEAN	06/26 JANITORIAL SVC: PW	06/16/2026	06/19/2026		135.25
SIMPLE CLEAN	06/26 JANITORIAL SVC: PW	06/16/2026	06/19/2026		135.25
			Vendor 0911 - SIMPLE CLEAN / D. LASHBROOK Total:		**3,056.00**
Vendor: 1822 - SIMPLOT TURF & HORTICULTURE OKLAHOMA CITY					
SIMPLOT TURF & HORTICULT…	BALL FEILD TREATMENTS	06/18/2026	06/24/2026		1,202.50
SIMPLOT TURF & HORTICULT…	REC-TURF & FIELD SUPPLIES	06/19/2026	06/24/2026		48.00
			Vendor 1822 - SIMPLOT TURF & HORTICULTURE OKLAHOMA CITY Total:		**1,250.50**
Vendor: 0707 - SITEONE LANDSCAPE SUPPLY HOLDI					
SITEONE LANDSCAPE SUPPLY	GRASS SEED/PLANTING SUPPL…	06/10/2026	06/12/2026		69.57
SITEONE LANDSCAPE SUPPLY	GRASS SEED/PLANTING SUPPL…	06/10/2026	06/12/2026		69.57
SITEONE LANDSCAPE SUPPLY	GRASS SEED/PLANTING SUPPL…	06/17/2026	06/19/2026	029-8890	278.26
			Vendor 0707 - SITEONE LANDSCAPE SUPPLY HOLDI Total:		**417.40**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 0140 - SPECTRUM PROMOTIONAL PRODUCTS					
SPECTRUM PROMOTIONAL P…	REC SPORTS SHIRTS/UNIFOR…	06/23/2026	06/24/2026		294.09
			Vendor 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:		**294.09**
Vendor: 0297 - SUN LIFE & HEALTH INS CO					
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/…	06/24/2026	06/24/2026		650.44
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/…	06/24/2026	06/24/2026		127.50
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/…	06/24/2026	06/24/2026		58.96
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/…	06/24/2026	06/24/2026		47.26
			Vendor 0297 - SUN LIFE & HEALTH INS CO Total:		**884.16**
Vendor: 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG					
TRIPLETT, WOOLF, GARRETSO…	LEGAL SERVICES	06/22/2026	06/24/2026		26,277.50
TRIPLETT, WOOLF, GARRETSO…	LEGAL SERVICES	06/22/2026	06/24/2026		610.00
			Vendor 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:		**26,887.50**
Vendor: 2839 - UMB - PCARD					
UMB - PCARD	Misc. Reimbursement	06/29/2026	06/29/2026		27.71
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		30.00
UMB - PCARD	Office Equipment Return	06/29/2026	06/29/2026		149.97
UMB - PCARD	Office Equipment	06/29/2026	06/29/2026		170.99
UMB - PCARD	Office Equip	06/29/2026	06/29/2026		6.19
UMB - PCARD	Office Supplies Refund	06/29/2026	06/29/2026		-187.99
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		8.88
UMB - PCARD	Professional Dues & Members…	06/29/2026	06/29/2026		425.00
UMB - PCARD	Professional Dues & Members…	06/29/2026	06/29/2026		53.12
UMB - PCARD	Professional Dues & Members…	06/29/2026	06/29/2026		337.21
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		9.23
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		204.49
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		17.25
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		20.70
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		34.00
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		295.00
UMB - PCARD	Hotel & Travel	06/29/2026	06/29/2026		67.98
UMB - PCARD	Hotel & Travel	06/29/2026	06/29/2026		327.00
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		53.86
UMB - PCARD	Professional Dues/Membershi…	06/29/2026	06/29/2026		84.00
UMB - PCARD	Community Relations Event	06/29/2026	06/29/2026		43.66
UMB - PCARD	Publications/Printing	06/29/2026	06/29/2026		35.28
UMB - PCARD	Publications/Printing	06/29/2026	06/29/2026		424.92
UMB - PCARD	Safety Equip & Supplies	06/29/2026	06/29/2026		-188.99
UMB - PCARD	Uniforms/Clothing	06/29/2026	06/29/2026		138.98
UMB - PCARD	Uniforms/Clothing	06/29/2026	06/29/2026		149.97
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		250.00
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		250.00
UMB - PCARD	Police Supplies	06/29/2026	06/29/2026		116.94
UMB - PCARD	Veh & Equip: Repair / Maint	06/29/2026	06/29/2026		121.00
UMB - PCARD	Veh/Equip: Repair/Maint	06/29/2026	06/29/2026		89.99
UMB - PCARD	Chemicals	06/29/2026	06/29/2026		408.10
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		38.95
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		41.95
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		87.78
UMB - PCARD	Pool Concessions	06/29/2026	06/29/2026		316.70
UMB - PCARD	Safety Equip/Supplies	06/29/2026	06/29/2026		94.93

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Safety Equip/Supplies	06/29/2026	06/29/2026		156.32
UMB - PCARD	Uniforms/Clothing	06/29/2026	06/29/2026		116.00
UMB - PCARD	Uniforms/Clothing	06/29/2026	06/29/2026		438.00
UMB - PCARD	Uniforms/Clothing	06/29/2026	06/29/2026		36.00
UMB - PCARD	Community Relations/Events	06/29/2026	06/29/2026		227.50
UMB - PCARD	Pool Concessions	06/29/2026	06/29/2026		193.22
UMB - PCARD	Pool Concessions	06/29/2026	06/29/2026		118.56
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		20.00
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		48.54
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		50.00
UMB - PCARD	Training/Conferences	06/29/2026	06/29/2026		20.00
UMB - PCARD	Recreational Equip/Supplies	06/29/2026	06/29/2026		216.40
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		5.69
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		104.45
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		39.76
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		198.93
UMB - PCARD	Recreational Equip/Supplies	06/29/2026	06/29/2026		112.96
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		26.49
UMB - PCARD	Community Relations/Event	06/29/2026	06/29/2026		4.76
UMB - PCARD	Community Relations Events	06/29/2026	06/29/2026		17.98
UMB - PCARD	Community Relations Event	06/29/2026	06/29/2026		29.99
UMB - PCARD	Community Relations/Events	06/29/2026	06/29/2026		62.14
UMB - PCARD	Pool Concessions	06/29/2026	06/29/2026		208.97
UMB - PCARD	Safety Equip/Supplies	06/29/2026	06/29/2026		42.00
UMB - PCARD	Minor Equip: Tools, Elect.	06/29/2026	06/29/2026		308.00
UMB - PCARD	Minor Equip: Tools, Elect.	06/29/2026	06/29/2026		474.99
UMB - PCARD	Recreational Equipment/Suppl..	06/29/2026	06/29/2026		94.34
UMB - PCARD	Recreational Equip/Supplies	06/29/2026	06/29/2026		127.95
UMB - PCARD	Software/Hardware Maint	06/29/2026	06/29/2026		99.00
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		9.49
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		43.18
UMB - PCARD	Cleaning Supplies	06/29/2026	06/29/2026		10.64
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		104.98
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-13.96
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-27.95
UMB - PCARD	Construction Material/Supplies	06/29/2026	06/29/2026		130.74
UMB - PCARD	Vehicle/Equip Supplies/Parts	06/29/2026	06/29/2026		238.47
UMB - PCARD	IT-Computers & Equip	06/29/2026	06/29/2026		612.99
UMB - PCARD	Publications & Printing	06/29/2026	06/29/2026		147.25
UMB - PCARD	Office Equip	06/29/2026	06/29/2026		7.58
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		40.69
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		9.50
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		43.18
UMB - PCARD	Cleaning Supplies	06/29/2026	06/29/2026		10.67
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-27.95
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		105.00
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-13.98
UMB - PCARD	Construction Material/Supplies	06/29/2026	06/29/2026		95.98
UMB - PCARD	Construction Material/Supplies	06/29/2026	06/29/2026		146.94
UMB - PCARD	Signs, Materials/Supplies	06/29/2026	06/29/2026		38.66
UMB - PCARD	Construction Material/Supplies	06/29/2026	06/29/2026		26.28
UMB - PCARD	Signs, Materials/Supplies	06/29/2026	06/29/2026		126.88
UMB - PCARD	Signs, Materials/Supplies	06/29/2026	06/29/2026		5.19
UMB - PCARD	Signs, Materials/Supplies	06/29/2026	06/29/2026		173.66
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		9.50
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		43.18
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		51.56
UMB - PCARD	Office Equip	06/29/2026	06/29/2026		6.48
UMB - PCARD	Office Equipment	06/29/2026	06/29/2026		89.99
UMB - PCARD	Cleaning Supplies	06/29/2026	06/29/2026		10.67

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-27.95
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-13.98
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		105.00
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		43.18
UMB - PCARD	Office Supplies	06/29/2026	06/29/2026		9.50
UMB - PCARD	Office Equipment	06/29/2026	06/29/2026		89.99
UMB - PCARD	Office Equip	06/29/2026	06/29/2026		6.47
UMB - PCARD	Cleaning Supplies	06/29/2026	06/29/2026		10.67
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-27.95
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		-13.98
UMB - PCARD	Minor Equip: Tools, Elect	06/29/2026	06/29/2026		105.00
UMB - PCARD	Contractual Services	06/29/2026	06/29/2026		121.49
				Vendor 2839 - UMB - PCARD Total:	**11,056.62**
Vendor: 0503 - UNDERGROUND VAULTS & STORAGE-UV&S					
UNDERGROUND VAULTS & ST…	FILE RETRIEVAL	06/09/2026	06/12/2026		6.18
UNDERGROUND VAULTS & ST…	DOCUMENT SHREDDING	06/09/2026	06/12/2026		5.25
UNDERGROUND VAULTS & ST…	DOCUMENT SHREDDING	06/09/2026	06/12/2026		5.25
				Vendor 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:	**16.68**
Vendor: 1363 - UNITED INDUSTRIES INC					
UNITED INDUSTRIES INC	POOL CHEMICALS & SUPPLIES	06/11/2026	06/12/2026		2,225.74
UNITED INDUSTRIES INC	POOL CHEMICALS & SUPPLIES	06/11/2026	06/12/2026		136.34
				Vendor 1363 - UNITED INDUSTRIES INC Total:	**2,362.08**
Vendor: 0177 - USA BLUE BOOK-HD SUPPLY INC					
USA BLUE BOOK-HD SUPPLY I…	WATER TESTING SUPPLIES	06/23/2026	06/24/2026		795.90
				Vendor 0177 - USA BLUE BOOK-HD SUPPLY INC Total:	**795.90**
Vendor: 2286 - UTILITY MAINTENANCE CONTRACTOR					
UTILITY MAINTENANCE CONT…	WATER SERVICE INSTALL	06/18/2026	06/24/2026		6,620.00
UTILITY MAINTENANCE CONT…	WATER SERVICE INSTALL	06/11/2026	06/19/2026		3,310.00
				Vendor 2286 - UTILITY MAINTENANCE CONTRACTOR Total:	**9,930.00**
Vendor: 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS					
VISION ALLIANCE MARKETING…	COURT SERVICES OFFICER	06/23/2026	06/24/2026		450.00
				Vendor 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:	**450.00**
Vendor: 1205 - WASTE CONNECTIONS OF KANSAS					
WASTE CONNECTIONS OF KA…	05/26 RECYCLE/TRASH SVC	06/10/2026	06/12/2026		39,300.56
WASTE CONNECTIONS OF KA…	05/26 RECYCLE/TRASH SVC	06/10/2026	06/12/2026		14,212.57
				Vendor 1205 - WASTE CONNECTIONS OF KANSAS Total:	**53,513.13**
Vendor: 1849 - WEX BANK					
WRIGHT EXPRESS FSC	FLEET FUEL	06/22/2026	06/24/2026		4,644.16
WRIGHT EXPRESS FSC	FLEET FUEL	06/22/2026	06/24/2026		218.44
WRIGHT EXPRESS FSC	FLEET FUEL	06/22/2026	06/24/2026		31.29
				Vendor 1849 - WEX BANK Total:	**4,893.89**
Vendor: 0003 - WILLIAMS JANITORIAL-LAFE T WILLIAMS & ASSOCIATES					
WILLIAMS JANITORIAL SUPPLY…	CLEANING SUPPLIES	06/11/2026	06/12/2026		233.34
				Vendor 0003 - WILLIAMS JANITORIAL-LAFE T WILLIAMS & ASSOCIATES Total:	**233.34**
Vendor: 2791 - WORKSTEPS, INC					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	06/17/2026	06/19/2026		150.00
				Vendor 2791 - WORKSTEPS, INC Total:	**150.00**
Vendor: 2957 - YVONNE BURRIS					
YVONNE BURRIS	TRAVEL REIMBURSEMENT	06/23/2026	06/24/2026		82.65
YVONNE BURRIS	TRAVEL REIMBURSEMENT	06/23/2026	06/24/2026		87.00
YVONNE BURRIS	TRAVEL REIMBURSEMENT	06/23/2026	06/24/2026		73.95
				Vendor 2957 - YVONNE BURRIS Total:	**243.60**
				Grand Total:	**1,425,769.73**

Report Summary

Fund Summary

Fund		Payment Amount
100 - General Fund		203,586.25
200 - Special Street & Highway		21,099.08
320 - Capital Projects Fund 2		716,989.11
355 - Capital Improvement Reserve		2,500.00
520 - Water Utility		260,195.98
530 - Sewer Utility		167,096.18
540 - Solid Waste Utility		53,513.13
550 - Stormwater Utility		790.00
	Grand Total:	**1,425,769.73**

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,988.74
100-000-000-2016	SOCIAL SECURITY PAYAB...	14,705.74
100-000-000-2018	MEDICARE PAYABLE	3,439.30
100-000-000-2020	STATE TAX PAYABLE	5,397.18
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,156.84
100-000-000-2026	KPERS 3 PAYABLE	7,938.27
100-000-000-2028	KP&F PAYABLE	12,018.31
100-000-000-2034	457 DEFERRED COMP P...	1,189.00
100-000-000-2048	MEDICAL INS PREMIUMS...	58,398.40
100-000-000-2060	VOLUNTARY LIFE PAYAB...	650.44
100-000-000-2062	FSA HEALTH PAYABLE	1,937.53
100-000-000-4302	ZONING PLATTING VARI...	535.00
100-000-000-4304	CONTRACTORS LICENSES	400.00
100-000-000-4800	MISC. REIMBURSEMENTS	27.71
100-100-110-6014	OFFICE SUPPLIES	43.99
100-100-110-7014	IT - MANAGED SERVICES	326.12
100-100-110-7024	CONTRACTUAL SERVICES	270.00
100-100-110-7804	LEGAL SERVICES	26,397.50
100-100-130-6014	OFFICE SUPPLIES	43.99
100-100-130-6048	HOTEL & TRAVEL	281.15
100-100-130-7014	IT - MANAGED SERVICES	163.49
100-100-140-6018	OFFICE EQUIPMENT	327.15
100-100-140-6048	HOTEL & TRAVEL	243.60
100-100-140-7014	IT - MANAGED SERVICES	489.61
100-100-150-6014	OFFICE SUPPLIES	-179.11
100-100-150-6028	PUBLICATIONS/PRINTING	39.33
100-100-150-7014	IT - MANAGED SERVICES	489.61
100-100-160-6008	PROFESSIONAL DUES/M...	815.33
100-100-160-6014	OFFICE SUPPLIES	43.99
100-100-160-6028	PUBLICATIONS/PRINTING	1,285.00
100-100-160-6046	TRAINING/CONFERENCES	25.00
100-100-160-7014	IT - MANAGED SERVICES	326.12
100-100-170-6014	OFFICE SUPPLIES	257.71
100-100-170-6046	TRAINING/CONFERENCES	366.95
100-100-170-6048	HOTEL & TRAVEL	394.98
100-100-170-7014	IT - MANAGED SERVICES	326.12
100-100-170-7016	SOFTWARE/HARDWARE...	3,625.78
100-100-170-7804	LEGAL SERVICES	5,165.65
100-120-240-6014	OFFICE SUPPLIES	53.86
100-120-240-6028	PUBLICATIONS/PRINTING	268.55
100-120-240-7014	IT - MANAGED SERVICES	244.80
100-120-240-7024	CONTRACTUAL SERVICES	5.25
100-120-240-7064	INMATE HOUSING FEES	2,308.23
100-120-240-7804	LEGAL SERVICES	1,687.98

Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6008	PROFESSIONAL DUES/M...	84.00
100-120-250-6010	COMMUNITY RELATION...	43.66
100-120-250-6028	PUBLICATIONS/PRINTING	499.53
100-120-250-6036	SAFETY EQUIP & SUPPLI...	-188.99
100-120-250-6040	UNIFORMS/CLOTHING	936.26
100-120-250-6046	TRAINING/CONFERENCES	500.00
100-120-250-6048	HOTEL & TRAVEL	1,423.39
100-120-250-6056	PETROLEUM PRODUCTS	4,644.16
100-120-250-6300	POLICE SUPPLIES	116.94
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	21.36
100-120-250-7014	IT - MANAGED SERVICES	2,612.38
100-120-250-7024	CONTRACTUAL SERVICES	904.60
100-120-250-7604	VEH & EQUIP: REPAIR/...	3,092.65
100-130-330-6004	CHEMICALS	2,633.84
100-130-330-6014	OFFICE SUPPLIES	168.68
100-130-330-6022	POOL CONCESSIONS	316.70
100-130-330-6034	CLEANING SUPPLIES	233.34
100-130-330-6036	SAFETY EQUIP & SUPPLI...	387.59
100-130-330-6040	UNIFORMS/CLOTHING	590.00
100-130-330-7024	CONTRACTUAL SERVICES	1,609.76
100-130-330-7046	COMMUNICATION SERV...	32.10
100-130-330-7048	UTILITIES	51.25
100-130-340-6010	COMMUNITY RELATION...	227.50
100-130-340-6022	DAY CAMP CONCESSIONS	311.78
100-130-340-6046	TRAINING/CONFERENCES	138.54
100-130-340-6400	RECREATIONAL EQUIP/S...	704.68
100-130-340-7024	CONTRACTUAL SERVICES	220.00
100-130-350-6004	CHEMICALS	1,202.50
100-130-350-6010	COMMUNITY RELATION...	114.87
100-130-350-6022	REC CONCESSIONS	208.97
100-130-350-6028	PUBLICATIONS/PRINTING	199.32
100-130-350-6036	SAFETY EQUIP & SUPPLI...	42.00
100-130-350-6038	MERCHANDISE TSF OR D...	189.40
100-130-350-6054	MINOR EQUIP: TOOLS,E...	782.99
100-130-350-6056	PETROLEUM PRODUCTS	343.71
100-130-350-6400	RECREATIONAL EQUIP/S...	735.47
100-130-350-7014	IT - MANAGED SERVICES	734.41
100-130-350-7016	SOFTWARE/HARDWARE...	99.00
100-130-350-7024	CONTRACTUAL SERVICES	272.76
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	118.12
100-130-350-7048	UTILITIES	302.06
100-130-360-6028	PUBLICATIONS/PRINTING	160.00
100-130-360-7014	IT - MANAGED SERVICES	163.49
100-150-510-6000	AGRICULT/HORTICULT S...	139.14
100-150-510-6006	IRRIGATION MAINT/REP...	1,290.64
100-150-510-6014	OFFICE SUPPLIES	63.67
100-150-510-6034	CLEANING SUPPLIES	10.64
100-150-510-6054	MINOR EQUIP: TOOLS,E...	63.07
100-150-510-6056	PETROLEUM PRODUCTS	1,132.46
100-150-510-6100	CONSTRUCTION MATER...	130.74
100-150-510-6104	SIGNS, MATERIAL/SUPPL...	125.00
100-150-510-6602	VEH/EQUIP REPAIRS & ...	66.50
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	238.47
100-150-510-7014	IT - MANAGED SERVICES	163.49
100-150-510-7024	CONTRACTUAL SERVICES	121.04
100-150-510-7038	JANITORIAL SERVICES	135.25
100-150-510-7046	COMMUNICATION SERV...	103.85

Account Summary

Account Number	Account Name	Payment Amount
100-150-510-7048	UTILITIES	132.27
100-150-510-7604	VEH & EQUIP: REPAIR/…	395.80
100-160-610-6020	IT - COMPUTERS AND E…	612.99
100-160-610-6028	PUBLICATIONS/PRINTING	206.24
100-160-610-6056	PETROLEUM PRODUCTS	218.44
100-160-610-7014	IT - MANAGED SERVICES	815.72
100-190-910-6014	OFFICE SUPPLIES	48.27
100-190-910-6020	IT - COMPUTERS AND E…	500.00
100-190-910-6056	PETROLEUM PRODUCTS	31.29
100-190-910-7024	CONTRACTUAL SVCS	1,202.29
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7046	COMMUNICATION SERV…	1,006.82
100-190-910-7048	UTILITIES	363.89
200-000-000-2014	FEDERAL TAX PAYABLE	149.53
200-000-000-2016	SOCIAL SECURITY PAYAB…	306.48
200-000-000-2018	MEDICARE PAYABLE	71.68
200-000-000-2020	STATE TAX PAYABLE	93.85
200-000-000-2022	KPERS 1 PAYABLE	439.49
200-000-000-2048	MEDICAL INS PREMIUMS…	3,376.62
200-000-000-2060	VOLUNTARY LIFE PAYAB…	127.50
200-210-200-6014	OFFICE SUPPLIES	63.68
200-210-200-6034	CLEANING SUPPLIES	10.67
200-210-200-6054	MINOR EQUIP: TOOLS,E…	63.07
200-210-200-6056	PETROLEUM PRODUCTS	1,132.46
200-210-200-6100	CONSTRUCTION MATER…	307.86
200-210-200-6104	SIGNS, MATERIAL/SUPPL…	305.73
200-210-200-6500	PAVED STREET REPAIR …	5,102.00
200-210-200-7014	IT - MANAGED SERVICES	163.49
200-210-200-7024	CONTRACTUAL SERVICES	80.83
200-210-200-7038	JANITORIAL SERVICES	135.25
200-210-200-7040	STREET LIGHTING	8,445.99
200-210-200-7046	COMMUNICATION SERV…	103.86
200-210-200-7048	UTILITIES	223.23
200-210-200-7604	VEH & EQUIP: REPAIR/…	395.81
320-320-320-8830	DESIGN - WATER	2,025.37
320-320-320-8831	DESIGN - SEWER	2,025.37
320-320-320-8832	DESIGN - PAVING	2,025.38
320-320-320-8833	DESIGN - DRAINAGE	2,025.38
320-320-320-8881	CONSTRUCTION - SEWER	296,281.80
320-320-320-8882	CONSTRUCTION - PAVING	174,711.60
320-320-320-8883	CONSTRUCTION - DRAIN…	237,615.95
320-320-320-8890	OTHER PROJECT COSTS	278.26
355-355-355-8024	SIDEWALK PROJECTS	2,500.00
520-000-000-2014	FEDERAL TAX PAYABLE	1,263.42
520-000-000-2016	SOCIAL SECURITY PAYAB…	1,959.08
520-000-000-2018	MEDICARE PAYABLE	458.18
520-000-000-2020	STATE TAX PAYABLE	774.16
520-000-000-2022	KPERS 1 PAYABLE	930.09
520-000-000-2024	KPERS 2 PAYABLE	326.25
520-000-000-2026	KPERS 3 PAYABLE	1,418.28
520-000-000-2048	MEDICAL INS PREMIUMS…	4,313.32
520-000-000-2060	VOLUNTARY LIFE PAYAB…	58.96
520-210-520-2006	STATE SALES TAX COLLE…	1,289.28
520-210-520-6014	OFFICE SUPPLIES	115.24
520-210-520-6018	OFFICE EQUIPMENT	96.47
520-210-520-6026	POSTAGE	154.02
520-210-520-6028	PUBLICATIONS/PRINTING	986.09
520-210-520-6034	CLEANING SUPPLIES	10.67

Account Summary

Account Number	Account Name	Payment Amount
520-210-520-6054	MINOR EQUIP: TOOLS,E...	63.07
520-210-520-6056	PETROLEUM PRODUCTS	1,132.46
520-210-520-6500	WATER SYSTEM SUPPLIES	605.50
520-210-520-6802	WATER SYSTEM MAINT/...	55,088.35
520-210-520-7014	IT - MANAGED SERVICES	815.72
520-210-520-7024	CONTRACTUAL SERVICES	14,522.18
520-210-520-7038	JANITORIAL SERVICES	135.25
520-210-520-7046	COMMUNICATION SERV...	103.85
520-210-520-7048	UTILITIES	341.09
520-210-520-7058	WATER PURCHASED	62,198.99
520-210-520-7060	WATER TREATMENT OP...	63,412.79
520-210-520-7062	WATER DEBT SERVICE - ...	47,227.39
520-210-520-7604	VEH & EQUIP: REPAIR/...	395.83
530-000-000-2014	FEDERAL TAX PAYABLE	523.08
530-000-000-2016	SOCIAL SECURITY PAYAB...	938.04
530-000-000-2018	MEDICARE PAYABLE	219.38
530-000-000-2020	STATE TAX PAYABLE	321.69
530-000-000-2022	KPERS 1 PAYABLE	383.17
530-000-000-2026	KPERS 3 PAYABLE	964.56
530-000-000-2048	MEDICAL INS PREMIUMS...	8,897.44
530-000-000-2060	VOLUNTARY LIFE PAYAB...	47.26
530-000-000-2062	FSA HEALTH PAYABLE	128.12
530-210-530-6014	OFFICE SUPPLIES	63.67
530-210-530-6018	OFFICE EQUIPMENT	96.46
530-210-530-6028	PUBLICATIONS	986.10
530-210-530-6034	CLEANING SUPPLIES	10.67
530-210-530-6054	MINOR EQUIP: TOOLS,E...	63.07
530-210-530-6056	PETROLEUM PRODUCTS	1,132.45
530-210-530-6806	LIFT STATION OPERATIO...	6,702.06
530-210-530-7014	IT - MANAGED SERVICES	815.72
530-210-530-7024	CONTRACTUAL SERVICES	533.67
530-210-530-7038	JANITORIAL SERVICES	135.25
530-210-530-7046	COMMUNICATION SERV...	103.85
530-210-530-7048	UTILITIES	132.27
530-210-530-7052	SEWER TREATMENT OP...	38,074.90
530-210-530-7054	SEWER DEBT SERVICE - ...	104,551.48
530-210-530-7604	VEH & EQUIP: REPAIR/...	395.82
530-210-530-7800	ENGINEERING SERVICES	876.00
540-540-540-7042	SOLID WASTE SERVICES ...	39,300.56
540-540-540-7044	RECYCLING SERVICES	14,212.57
550-550-550-7026	STORMWATER SAMPLI...	790.00
	Grand Total:	**1,425,769.73**

Project Account Summary

Project Account Key		Payment Amount
None		708,780.62
005-8882		174,711.60
010-8883		33,410.00
013-8830		2,025.37
013-8831		2,025.37
013-8832		2,025.38
013-8833		2,025.38
024-8881		296,281.80
024-8883		204,205.95
029-8890		278.26
	Grand Total:	**1,425,769.73**

City of Bel Aire, KS

Payroll Check Register

Report Summary

Pay Period: 5/30/2026-6/12/2026

Packet: PYPKT00308 - PY 5.30.26-6.12.26: PD 6.18.26
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	93	107,387.35
Total	**93**	**107,387.35**

Approved 07/01/2026
AP ORD 26-12 total Expenses: $1,533,157.08
Special Assessment Project Costs: $716,710.85

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: July 7, 2026

TO: Bel Aire City Council

FROM: Barry Smith, Finance Director

RE: Revenue Neutral Rate Intent to Exceed

BACKGROUND:

Every year, each taxing jurisdiction intending to exceed their calculated revenue neutral rate must notify the Sedgwick County Clerk's office by July 20th. The notice must be submitted by July 20th to give the County ample time to prepare all revenue neutral rate notices and send them to all property owners in each taxing jurisdiction.

SUMMARY:

As discussed at the 6/16/2026 Budget Workshop, the Intent to Exceed the Revenue Neutral Rate Notice does not set the mill levy for the 2027 budget, but it does set the maximum property tax dollars the City is able to levy for the 2027 budget. The City is able to levy less than the maximum amount if so desired.

The notice must include the proposed amount of property tax dollars to be levied, time and date of the revenue neutral rate hearing, and the location where the hearing will be held. The notice of intent for the 2027 budget includes the following information:

- Proposed property tax dollars of $5,844,694 resulting in an estimated tax levy rate of 41.003 Mills (no change from 2026 mill rate).
- The Revenue Neutral Rate Hearing to be held on 9/1/2026 at 7:00 p.m.
- The location of the hearing will be at Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, KS, 67226.

LEGAL IMPLICATIONS:

Signing of the document is a requirement of K.S.A. 79-2988

(Published in the Ark Valley News on July, _____, 2026.)

(Published at www.belaireks.gov on July, _____, 2026.)

RESOLUTION NO. __________

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING REGARDING THE CITY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE.

WHEREAS, the Revenue Neutral Rate for the City of Bel Aire, Kansas (hereinafter "City") has been calculated at 37.390 mills by the Sedgwick County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, it is necessary to hold a public hearing with respect to consideration of exceeding the Revenue Neutral Rate pursuant to Kansas law.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. Intent to Exceed Revenue Neutral Rate. The Governing Body of the City hereby expresses its intent to exceed the Revenue Neutral Rate with a proposed mill levy of 41.003 mills.

Section 2. Authorization of Public Hearing. It is hereby authorized, ordered and directed that a public hearing to consider the City's intention to exceed the Revenue Neutral Rate shall be held on September 1, 2026, at 7:00pm, at Bel Aire City Hall, 7651 East Central Park Avenue, Bel Aire, Kansas, 67226.

Section 3. Authorization of Publication and Notice of Public Hearing. The City Clerk is hereby authorized, ordered and directed to cause the publication of a Notice of Public Hearing, on the City website and in the Ark Valley News.

Section 4. City Clerk Authorization. The City Clerk and Director of Finance are hereby authorized to take action as may be reasonably necessary in connection with and in support of the City's intention to exceed the Revenue Neutral Rate, including but not limited to, providing notice to the Sedgwick County Clerk, and executing such related documents.

[*Remainder of this page intentionally left blank*]

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on __________ day of July, 2026.

SIGNED by the Mayor on the __________ day of July, 2026.

CITY OF BEL AIRE, KANSAS

____

Jim Benage, Mayor

ATTEST:

____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

____

Maria A. Schrock, City Attorney

Notice of Intent to County Clerk

THE GOVERNING BODY OF CITY OF BEL AIRE, HEREBY NOTIFIES THE SEDGWICK COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

☑ Yes, the CITY OF BEL AIRE intends to exceed the Revenue Neutral Rate. The proposed rate and hearing information is as follows:

Proposed Rate:	**41.003**
Date of Hearing:	**9/1/2026**
Time of Hearing:	**7:00 P.M.**
Location of Hearing:	**7651 E. CENTRAL PARK AVE. BEL AIRE, KS, 67226**

☐ No, the CITY OF BEL AIRE does not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before October 1, 2026.

ADDITIONAL REQUIRED BUDGET INFORMATION FOR COUNTY CLERK

Prior Year and Current Year Revenue From Property Tax and Tax Rate:

2026 Total Amount of Revenue From Property Tax Levy:	**$**	**5,329,725**
2026 Property Tax Rate:		**41.003**
2027 Total Proposed Amount of Revenue From Property Tax Levy:	**$**	**5,844,694**

2027 Proposed Property Tax by Fund:

Fund	Amount	Estimated Tax Levy Rate
General	$ 5,844,694	41.003
Debt Service		
Library		

WITNESS my hand and official seal on ____________, 20___.

(Seal)

____
Clerk or Officer of Governing Body

Friends of McConnell

2025 Corporate Member Registration Form

(Your Previous Membership Level is Highlighted if applicable)

Membership Levels

☐ Platinum: $5,000 ☐ Gold: $2,500

☐ Silver: $1,000 ☐ Bronze: $500

Amount Enclosed: $__________ Date: ____________

Company Name: ____

Billing Contact: ____

Preferred Billing (Check one): Email ☐ Mail ☐

Phone: ____

Mailing Address: ____

E-mail address(es): ____

____

Membership Details:

- Platinum Members are recognized with their logo and link on FriendsofMcConnell.org and can have up to five contacts receive email updates and invitations.
- Gold Members are recognized with their logo and link on FriendsofMcConnell.org and can have up to three contacts receive email updates and invitations.
- Silver Members can have two contacts receive email updates and invitations.
- Bronze Members have one contact receive email updates and invitations.

Please complete this form and mail a check payable to Friends of McConnell to:

Friends of McConnell
350 W. Douglas - Wichita KS 67202
316-268-1157

(Published at www.belaireks.gov on July, _____, 2026.)

RESOLUTION NO. __________

A RESOLUTION OF THE CITY OF BEL AIRE, AUTHORIZING A SINGLE DONATION TO SUPPORT FRIENDS OF MCCONNELL.

WHEREAS, the City of Bel Aire, Kansas (hereinafter the "City") has determined that supporting Friends of McConnell (hereinafter "McConnell") serves a valid public purpose by strengthening ties between the local business community and McConnell; and

WHEREAS, the Governing Body finds that making this donation is in the best interests of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

Section 1. Authorization of Donation. The City hereby approves a single donation to McConnell in the amount of $__________.

Section 2. Execution. The City Manager or designee is authorized to take all necessary actions to execute the donation.

Section 3. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

Section 4. Publication. The City Clerk shall cause this resolution, as soon as practicable after it has been adopted and signed, to be published on the City's website as the designated official city newspaper.

[Remainder of this page intentionally left blank]

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on the 7th day of July, 2026.

SIGNED by the Mayor on the _______ day of July, 2026.

CITY OF BEL AIRE, KANSAS

____

Jim Benage, Mayor

ATTEST:

____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

____

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 22, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Change Order 1 for Filter Sock and Manhole Adjustments

Current Situation:

During the initial pre-construction meeting for the 53rd Street Multi-Use Path project, the need was identified to add bid items for the adjustment of manhole lids and filter socks for erosion control on the project.

Discussion:

It was noted at the pre-construction conference for this project that Sheet 10 of the plans identified a manhole that needs to be adjusted to grade due to an elevation change. No bid item was provided for this adjustment, nor was it noted as being subsidiary to the cost of the project.

Additionally with so much construction occurring near the 53rd Street roadside ditch, it was suggested to add an item for filter sock, which is a device used to help contain silt and prevent it from flowing into the ditch line.

Financials:

A summary of costs for the 53rd Street Multi-use project is provided below:

Original Contract (Bid) Price	$588,362.04
Change Order 1 (manhole adjustments and filter sock) *	$3,932.25
Total Contract Cost with Change Order 1	**$592,294.29**

* This is a tentative quantity. The final quantity will be a measured quantity in the amount used on-site.

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

Kansas
Department of Transportation
Bureau of Construction and Materials

Phone: 785-296-3576
http://www.ksdot.org

FEDERAL PROJECT NUMBER: **CRP-N080(601)**

STATE PROJECT NUMBER: **087 N 0806-01**

DBE GOAL FOR THIS CONTRACT IS **2.00%**

LETTING DATE WEDNESDAY 09/17/2025

PROPOSAL NUMBER: **525092625**

CALL ORDER NUMBER: **262**

COUNTY: **SEDGWICK**

KDOT CONSTRUCTION OFFICE: **WICHITA-HILLSIDE**

FUND TYPE: FEDERAL

PROJECT DESCRIPTION

PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

CONTRACT TIME IN WORKING DAYS
(45)

Earliest Start Date: ***
Latest Start Date: MARCH 02, 2026

KANSAS DEPARTMENT OF TRANSPORTATION

As Agent for CITY OF BEL AIRE, Kansas

CONTRACT

This Agreement, Entered into this day of 10/24/2025 by the Secretary of Transportation of the State of Kansas, as agent for **CITY OF BEL AIRE**, Kansas, and under the provision of a certain contract entered into between **CITY OF BEL AIRE**, Kansas, and the Secretary of Transportation, dated 10/24/2025, referred to as Secretary, and **06836 PRADO CONSTRUCTION LLC, VALLEY CENTER, KS, 67147-8111** and his -- her -- their -- heirs, executors, administrators, successors, or assigns, referred to as Contractor, for the construction of the project:

No. **087 N 0806-01 / CRP-N080(601)** County **SEDGWICK**

The parties agree, that for the consideration stated in the contract furnish all labor and material required to perform and complete in a workmanlike manner all the work in conformity with the plans and specifications as required by the terms of this contract. The parties understand and agree the essential contract documents for this contract are the attached proposal, contract form and contract bond, specifications which include, but are not limited to, the 2015 Standard Specifications for State Road and Bridge Construction, special provisions and general and detailed plans which are incorporated and made a part of the contract.

SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS

By Greg Schieber Digitally signed by Greg Schieber DN: CN=Greg Schieber, O=Kansas Department of Transportation, L=Topeka, S=Kansas, C=US Date: 2025.10.08 16:43:11-05'00'

Title **Deputy Secretary and State Transportation Engineer**

Contractor **06836 PRADO CONSTRUCTION LLC**

By

Title Owner/Presider

KANSAS DEPARTMENT OF TRANSPORTATION

CONTRACT BOND

We, PRADO CONSTRUCTION LLC VALLEY CENTER, KS 67147-8111 as Principal and PHILADELPHIA INDEMNITY INSURANCE COMPANY duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound to the State of Kansas for $588,362.04 dollars, to be paid to the Secretary of Transportation of the State of Kansas, and under which payment we bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally by this contract.

CONDITIONS OF THIS OBLIGATION:

The Principal has entered into a contract with the Secretary of Transportation of the State of Kansas, dated this day of 10/24/2025, for the construction of certain improvements, known as project: **087 N 0806-01 / CRP-N080(601)** SEDGWICK County PEDESTRIAN AND BICYCLE PATHS

PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

This obligation shall remain in effect until the principal fully and faithfully performs all of the following:

1. Complete all requirements and execute the work under the provisions of said contract, the plans, specifications, and any contract modifications made within specifications' time limits which may be made without notice to or consent of the surety;

2. Perform all project operations agreed to by the Principal within the contract time limit in said contract of within any additional time granted by the Secretary of Transportation of the State of Kansas;

3. Pay all indebtedness incurred for supplies, materials or labor furnished, used in the construction of the project, including but not limited to gasoline, lubricating oils, fuel oils, greases, coal and similar items used in directly carrying out the provisions of the contract;

4. Indemnify and compensate the Secretary of Transportation of the State of Kansas for any loss, cost, damage or expense, for wich it may suffer or be held responsible, due to any negligence, defective condition, default, failure or miscarriage in the performance of the contract whether by the Principal, subcontractor or otherwise.

Signed and Sealed this day of 10/22/2025.

PRADO CONSTRUCTION LLC
Principal.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Surety.

[Seal]

(Note Certified copy of Resolution of Power of Attorney authorizing the execution of this instrument on behalf of the Surety must be attached.)

REV. 4/23

D.O.T. Form No. 282

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Dustin Eils, Todd Eils, and Matthew Smith of Eils & Associates Insurance Group its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22 day of October, 2025 .

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

KANSAS DEPARTMENT OF TRANSPORTATION

REQUIRED CONTRACT PROVISION
CERTIFICATION - BOYCOTT OF ISRAEL PROHIBITED

In accordance with K.S.A. 75-3740f (Supp. 2018), the State of Kansas shall not enter into a contract with any Company to acquire or dispose of goods or services, including without limitation supplies, information technology or construction, with an aggregate price of more than $100,000 unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State. 50 USC 4607 prohibits any United States person engaged in interstate or foreign commerce from boycotting or taking actions that further or support "any boycott fostered or imposed by a foreign country against a country which is friendly to the United States", with limited exceptions.

Following award of the contract to the Contractor, the Contractor shall certify that the Contractor is not currently engaged in a boycott of goods or services from Israel. KDOT shall provide a copy of the Contractor Required Contract Provision 07-01-17-R01 (Certification) along with the contract and contract bond. Sign and return to KDOT the Certification, the contract and contract bond. The Secretary will not sign the contract until the Contractor has provided the Certification and other documents required in **subsection 103.4**.

If the Contractor fails to submit the required Certification and other documents required in **subsection 103.4**, the Secretary will cancel the award of contract to that Contractor and either re-award the contract to the next lowest, responsible and responsive Bidder or re-let the Project, and the Contractor shall forfeit its Bid Bond in accordance with **subsection 103.5**.

As a Contractor entering into a construction contract with the Secretary of Transportation, as the principal contracting party for the State of Kansas or as the agent for a disclosed Local Public Authority, it is hereby certified that the Contractor listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f (Supp. 2018).

Signature 10/22/2025
Date

Genaro Prado
Printed Name and Title of Person Signing

PRADO CONSTRUCTION LLC 06836
Contractor

087 N 0806-01 / CRP-N080(601)
Project No.

07-01-18 C&M (CDB)

KANSAS DEPARTMENT OF TRANSPORTATION

REQUIRED CONTRACT PROVISION
POLICY AGAINST SEXUAL HARASSMENT

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows;

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5 Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name / Contractor ID: PRADO CONSTRUCTION LLC / 06836

By: Genaro Prado
Signature

10/22/25
Date

Genaro Prado
Printed Name

Owner/President
Title

087 N 0806-01 / CRP-N080(601)
Project No.

087 N 0806-01 CRP-N080(601)

CONTRACT PROPOSAL

DOT Form No. 202 Rev. 02/19

Contract ID: 525092625

1. The Secretary of Transportation of the State of Kansas [Secretary] will accept only electronic internet proposals from prequalified contractors for construction, improvement, reconstruction, or maintenance work in the State of Kansas, said work known as Project No.:

087 N 0806-01 / CRP-N080(601)

The general scope, location and net length are:

PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

2. This is the Proposal of **06836 PRADO CONSTRUCTION, LLC** [Contractor] to complete the Project for the amount set out in the accompanying Unit Prices List.

3. The Contractor makes the following ties and riders as part of its Proposal in addition to state ties, if any:

4. Contractors and other interested entities may examine the Bidding Proposal Form/ Contract Documents (see paragraph 11 below) at the County Clerk's Office in the County in which the Project is located and at the Kansas Department of Transportation [KODT] Bureau of Construction and Materials, Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603. Contractors may examine and print the Bidding Proposal Form/Contract Documents by using KDOT's website at http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Proposal Information",and using the links provided in the Project information for this project. KDOT will not print and mail paper copies of Proposal Forms. Contractors shall notify KDOT of their intent to bid as a prime contractor by identifying themselves as a Bid Holder on the website above. Contractors shall furnish this notice no later than the close of business on the Monday preceding the scheduled Letting Date. For a fee, Contractors and other interested entities may order paper copies of the KDOT Standard Specifications for State Road and Bridge Construction, 2015 Edition, [Standard Specifications] by using KDOT's website of http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Specifications".

5. Contractors shall use the AASHTO's Project Bids software in combination with the electronic bidding system file created for the Project with Project Bids software [EBSX file] to generate an electronic internet proposal. The Project Bids software and Project EBSX file are available on Bid Express' website at http://www.bidx.com.

6. Contractors shall only use the Project Bids software to create a proposal and submit an electronic internet proposal to KDOT using the Bid Express website at http://www.bidx.com.

7. The KDOT Bureau of Construction and Materials will only accept electronic internet proposals on-line using Bid Express until 1:00 P.M. Local Time on the Letting Date. KDOT will open and read these proposals at the Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603 at 3:00 P.M. Local Time on the Letting Date. An Audio Broadcast of the Bid Letting is available at http://www.ksdot.org/burconsmain/audio.asp.

8. The Contractor shall execute a contract for the proposed work within ten (10) business days after notice of the award of the contract.

9. The contractor shall complete work to open the project to unrestricted traffic within _35_ Restricted Days and shall complete the work within the total Contract Working Days of _45_.

10. The Contractor shall complete the Project according to the plans, Standard Specifications, provisions identified in the Special Provision List and all other Contract Documents identified in Standard Specifications subsection 101.3

11. The undersigned declares that the Contractor has carefully examined the Bidding Proposal Form for the Project. The Contractor understands the following:

A. The Bidding Proposal Form consists of the following documents: the Project EBSX files on the Bid Express website (which includes DOT Form 202, required contract provisions, and the Unit Prices List), special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, any addenda, all questions and answers posted on the Bid Express website, and any amendments the Secretary provides for the Project. The Contractor can obtain these documents at KDOT's website (see paragraph 4).

B. The special provision list identifies all required contract provisions, project special provisions and special provisions that apply to the Project.

C. The Bidding Proposal form becomes the Contractor's Proposal after the Contractor completes the EBSX file, electronically signs the Proposal where required on DOT Form 202, and submits the completed EBSX file documents and bid bond to KDOT using Bid Express. The special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, all questions and answers posted on the Bid Express website, and any addenda are incorporated by reference into the Proposal. These documents are part of the Contractor's Proposal.

D. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the contents of the Proposal or the procurement process.

12. The Contractor has inspected the actual location of the work. The Contractor has determined the availability of materials. The Contractor has evaluated all quantities and conditions. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the scope of the work.

13. SPECIAL PROVISIONS REQUIRING INFORMATION. The following Required Contract Provisions (I-XVI) require the Contractor to furnish information. The current versions of these provisions are contained in the Project EBSX file. Some or all of these apply to the Project as indicated in the Special Provision List. The Contractor shall complete these provisions within the EBSX file. When these documents are required, the Secretary will reject proposals that fail to contain completed Provisions I, II, III or IV in the EBSX file, and may reject proposals that fail to contain completed Provisions V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, or XVI in the EBSX file.

I.	08-10-66	Certification-Noncollusion & History of Debarment
II.	04-30-82	Certification-Financial Prequalification Amount
III.	04-26-90	Declaration-Limitations on Use of Federal Funds for Lobbying
IV.	07-19-80	DBE Contract Goal
V.	08-04-92	Certification-Contractual Services with a Current Legislator or a Current Legislator's Firm
VI.	10-10-00	Price Adjustment for Fuel
VII.	08-08-01	Furnishing and Planting Plant Materials
VIII.	06-01-06	Price Adjustment for Asphalt Material
IX.	05-18-07	Repair (Structures)
X.	08-31-09	Price Adjustment for Emulsified Asphalt
XI.	11-15-17	Electric Lighting System Unit Cost
XII.	04-06-09	ITS Unit Cost
XIII.	08-17-16	Water System Unit Cost
XIV.	06-19-19	Sanitary Sewer System Unit Cost
XV.	01-01-18	Smart Work Zone System Unit Cost
XVI.	01-01-11	Kansas Department of Revenue Tax Clearance Certificate

14. The funding source for this Project is FEDERAL/CITY. On Projects involving City or County funds, the Secretary acts as the Agent of the City or County and as the administrator of federal or state funds. Each governmental entity's responsibilities are described in a contract between the entities which is available on request.

15. FEDERAL AID DOCUMENTS INCLUDED IN PROPOSAL. If the Project is supported in whole or in part by Federal funds, the latest revisions of the following provisions (I - VI) also apply to the Project. These documents are not included in the Project EBSX file but are accessible on KDOT's website and incorporated by reference into the proposal like other provisions and the exploratory work documents.

I.	11-03-80	Affirmative Action For EEO
II.	11-15-96	Affirmative Action & EEO Policies
III.	09-06-94	U.S. DOT Fraud Hotline
IV.	FHWA-1273	Federal-Aid Required Contract Provisions
V.	03-10-06	Use of DBE As Aggregate Supplier/Regular Dealer
VI.	07-18-80	Use of DBE

16. The Secretary reserves the right to reject any and all proposals and to waive any or all technicalities.

17. SIGNATURE SECTION:

A. Electronic Internet Proposal

The person submitting the electronic internet Proposal, on the Contractor's behalf, shall be the person whose digital identification is used to submit this Proposal. That person shall complete paragraphs B and C. The person whose digital identification is used to electronically sign this Proposal binds the Contractor to this Proposal and binds the named individual to the certification in paragraph B.

B. Certification

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 SPECICIAL PROVISIONS REFERENCED IN PARAGRAPH 13) IS TRUE AND CORRECT.

EXECUTED ON 09/17/2025

C. Signature

Number of company or joint venture: 06836

Name of company or joint venture: PRADO CONSTRUCTION, LLC

Name of person signing: Genaro Prado

Title of the person signing: President

Signature: Electronic Internet Proposal

RELEASED FOR CONSTRUCTION:

Date: 10/24/2025

____

Chief of Construction and Materials

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 1
DATE: 08/13/25

STATE PROJECT NO: 087 N 0806-01 STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5 PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO.	DESCRIPTION
08-10-66-R05	REQUIRED CONTRACT PROVISION-NONCOLLUSION / HISTORY-DEBARMENT
04-30-82-R07	REQUIRED CONTRACT PROVISION-FINANCIAL PREQUALIFICATION
08-04-92-R03	REQUIRED CONTRACT PROVISION-CONTRACTUAL SERVICES-LEGISLATOR
04-26-90-R05	REQUIRED CONTRACT PROVISION-LIMITS OF FED FUNDS FOR LOBBYING
07-19-80-R13	REQUIRED CONTRACT PROVISION-DBE CONTRACT GOAL
11-03-80-R09	REQUIRED CONTRACT PROVISION-NOTICE FOR AFFIRMATIVE ACTION
11-15-96-R06	REQUIRED CONTRACT PROVISION-EEO REQUIREMENT
07-01-17-R1	REQUIRED CONTRACT PROVISION - BOYCOTT OF ISRAEL PROHIBITED
12-17-20	REQUIRED CONTRACT PROVISION-NDAA 889 TELECOMM PROHIBITION
KS20250147	MINIMUM WAGE RATE (SEDGWICK COUNTY)
09-06-94-R01	NOTICE TO CONTRACTORS (USDOT HOTLINE)
01-01-11-R01	REQUIRED CONTRACT PROVISION-TAX CLEARANCE CERTIFICATE
FHWA-1273	REQUIRED CONTRACT PROVISION-FEDERAL-AID CONSTRUCTION CONTRACTS
07-18-80-R29	REQUIRED CONTRACT PROVISION-UTILIZATION OF DBE'S
15-ER-1-R22	ERRATA SHEET FOR STD SPEC BOOK FOR RD & BR CONST, 2015 ED
03-01-18	POLICY AGAINST SEXUAL HARASSMENT
15-01002	INFORMATION TO CONTRACTORS (STATUS OF UTILITIES)
15-01004	SALES TAX EXEMPTION
15-01011-R06	ENVIRONMENTAL CONCERNS - MIGRATORY BIRD TREATY ACT
15-01016-R04	PROSECUTION AND PROGRESS
15-01018-R01	CONTROL OF MATERIALS
15-01019-R02	CONTROL OF WORK
15-01021-R03	BIDDING REQUIREMENTS AND CONDITIONS
15-01022-R04	SCOPE OF WORK
15-01023	BIDDING REQUIREMENTS AND CONDITIONS
15-01024	AWARD AND EXECUTION OF CONTRACT
15-04002-R01	STRUCTURAL CONCRETE
15-04003	ON GRADE CONCRETE
15-04005-R04	GENERAL CONCRETE
15-07004-R02	STRUCTURAL METALS FABRICATION
15-08010-R01	PERMANENT SIGNING
15-08015	CONTRACTOR CONSTRUCTION STAKING
15-08019-R02	WORK ZONE TRAFFIC CONTROL & SAFETY
15-08020-R01	DURABLE PAVEMENT MARKING
15-08022-R01	PIPE AND END SECTIONS

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 2
DATE: 08/13/25

STATE PROJECT NO: 087 N 0806-01 STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5 PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO.	DESCRIPTION
15-09002-R05	STORMWATER POLLUTION MANAGEMENT
15-09003-R02	MULCHING
15-09004-R01	TEMPORARY EROSION AND SEDIMENT CONTROL/SEEDING
15-09006	MULCHING
15-11001-R04	STONE FOR RIPRAP, DITCH LINING AND OTHER MISCELLANEOUS USES
15-11003-R04	AGGS FOR CONCRETE NOT PLACED ON GRADE
15-11004-R02	AGGREGATE FOR ON GRADE
15-11009-R03	AGGREGATES FOR BACKFILL
15-13001-R01	MASONARY BRICK
15-13002	PAVING BRICKS for SOLID INTERLOCKING PAVING
15-14001-R01	AIR-ENTRAINING ADMIXTURES FOR CONCRETE
15-14002	SHEET MATERIALS FOR CURING CONCRETE
15-14003	LIQUID MEMBRANE FORMING COMPOUNDS
15-15002	PREFORMED EXPANSION JOINT FILLER FOR CONCRETE
15-15004	COLD APPLIED CHEMICALLY CURED JOINT SEALANT
15-16001-R01	STRUCTURAL STEEL TUBING
15-16002-R03	STEEL SIGN POSTS
15-16003-R01	STEEL WIRE & WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT
15-16007-R02	STEEL FASTENERS
15-16009	HELICAL REINFORCEMENT
15-17006-R02	FIBROUS REINFORCEMENT FOR CONCRETE
15-17007-R02	GEOSYNTHETICS
15-17011-R01	DETECTABLE WARNING SURFACE PANEL
15-19005-R04	USES OF PIPE
15-20001-R02	PORTLAND CEMENT AND BLENDED HYDRAULIC CEMENT
15-20002	HYDRATED LIME
15-20004-R01	FLYASH FOR USE IN CONCRETE
15-20005	SILICA FUME
15-20006	SLAG CEMENT FOR USE IN CONCRETE AND MORTAR
15-21001	SEEDS
15-21002	MULCH TACKING SLURRY
15-22001-R01	THERMOPLASTIC
15-22003-R02	MULTI - COMPONENT LIQUID PAVEMENT MARKING MATERIAL
15-22005-R03	IMAGE SYSTEMS
15-22006-R01	RETROREFLECTIVE SHEETING

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 3
DATE: 08/13/25

STATE PROJECT NO: 087 N 0806-01 STATE CONTRACT NO: 525092625

FEDERAL PROJ NO. CRP-N080(601)

PRIMARY DISTRICT: 5 PRIMARY COUNTY: SEDGWICK

DESCRIPTION: PEDESTRIAN AND BICYCLE PATHS. E 53RD ST FR N OLIVER ST TO N WOODLAWN BLVD IN BELAIRE IN SG CO. LGTH IS 1.0 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO.	DESCRIPTION
15-22008-R01	PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL
15-22011	ROLL-UP SIGNS
15-22014	HIGH DURABILITY PAVEMENT MARKING MATERIAL
15-23001-R03	WOOD POSTS
15-23003	FIELD HANDLING AND PRESERVATIVE TREATMENT OF WOOD PRODUCTS
15-25001-R07	PART V
15-26001-R12	MATERIALS CERTIFICATIONS

END OF SPECIAL PROVISION LIST

REQUIRED CONTRACT PROVISION - 08-10-66-R05 (Rev. 07/05)

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT

K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacitiy of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;

2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;

3. Do not have a proposed debarment pending;

4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and

5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and

6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

Answer 'Yes' if there are exceptions to the above described circumstances. Answer 'No' if there are no exceptions.

○ **Yes** ◉ **No**

The exceptions, if any, are:

REQUIRED CONTRACT PROVISION - 04-30-82-R07 (Rev. 01/11)

CERTIFICATION - FINANCIAL PREQUALIFICATION AMOUNT

Select the appropriate response below to indicate whether this Proposal exceeds the Contractor's financial prequalification amount. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

I understand that I may be required to identify the outstanding contract and subcontract work of my firm, association or corporation on DOT Form 284 prior to an award of contract. Unless I obtain approval, I understand that the Secretary may reject this Proposal if the dollar value of work on this Contract combined with unearned amounts on our unfinished contract and subcontract work exceeds our prequalification amount.

I certify that the amount of this Proposal plus the total unearned amount of other contracts with the Kansas Department of Transportation plus the unearned amount of all other contracts in this state or other states ○ **exceeds** ◉ **does not exceed** the financial prequalification amount of our firm, association or corporation. I also certify that our firm, association or corporation has the financial ability to do the work.

If this Proposal exceeds the financial prequalification amount, I certify that I obtained approval to submit this bid from the KDOT representative I have listed below. (Prior approval to exceed the prequalification limit may be made by telephone or personal contact).

KDOT Approval Granted by:

KDOT Approval Date:

REQUIRED CONTRACT PROVISION - 08-04-92-R03 (Rev. 07/05)

CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Select the appropriate response below to indicate whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

This Contract ○ **is** ◉ **is not** with a legislator or a firm in which a legislator is a member. That Legislator is:

Name:

Address:

City State Zip:

Business Telephone:

REQUIRED CONTRACT PROVISION- 04-26-90-R05 (Rev. 07/13)

DECLARATION

LIMITATIONS ON USE OF FEDERAL FUNDS FOR LOBBYING

PURSUANT TO 31 U.S.C. 1352

The Contractor's signature on the last page of the Contractor's Proposal (DOT Form 202) supplies the necessary signature for this Certificate.

DEFINITIONS:

1. Designated Entity: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.

2. Federal Grant: an award of financial assistance by the Federal government. (Federal Aid Highway Program is considered a grant program.)

3. Influencing (or attempt): making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of a Federal contract or Federal grant.

4. Person: an individual, corporation, company, association, authority, firm, partnership, society, State or local government.

5. Recipient: all contractors, subcontractors, subgrantees, at any tier, and other persons receiving funds in connection with a Federal grant.

EXPLANATION:

As of December 23, 1989, 31 U.S.C. section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this law, recipients of Federal grants shall not use appropriated funds to pay any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant or the extension, continuation, renewal, amendment or modification of a Federal grant. These restrictions apply to contracts and grants exceeding $100,000.00. Federal law requires submission of this declaration. If a recipient fails to file the declaration or amend a declaration, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure. If the recipient uses appropriated Federal funds to influence or to attempt to influence a designated entity contrary to this provision, the recipient shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such payment.

CERTIFICATIONS:

I certify that the Contractor recipient (including its owners, partners, directors, officers, or principals) has not paid and will not pay federally appropriated funds to any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant, or the extension, continuation, renewal, amendment or modification of a Federal grant.

Answer 'Yes' if a person registered under the Lobbying Disclosure Act of 1995 (Registrant) has made lobbying contacts on the Contractor recipient's behalf with respect to this contract. Answer 'No' if no Registrant has lobbied on the Contractor recipient's behalf with respect to this contract.

○ **Yes** ◉ **No**

The Registrants, if any, are:

I certify that the Contractor recipient will report payments made to a person for influencing or attempting to influence a designated entity, that come from funds other than appropriated Federal funds. The Contractor recipient shall report such payments on Form LLL "DISCLOSURE FORM TO REPORT LOBBYING" according to the instructions and may obtain Form LLL from the KDOT Bureau of Construction and Materials.

I certify that, if information contained in this DECLARATION changes, the Contractor recipient will amend the DECLARATION within 30 days of the change(s).

I certify that the Contractor recipient will provide to and require subcontractors to sign a like DECLARATION, if the subcontract work exceeds $100,000.00.

The Contractor recipient understands that this declaration is a material representation of fact and the Secretary will have relied upon this declaration in entering into a contract with the Contractor recipient.

____

NOTE: This Reporting requirement does not apply to payments made to the recipient's regular employees and contracts, subcontracts, and grants less than $100,000.00.

REQUIRED CONTRACT PROVISION - 01-01-11-R01 (Rev. 07/13)

TAX CLEARANCE CERTIFICATE

Answer 'Yes' if the Contractor has a current Tax Clearance Certificate. Answer 'No' if the Contractor does not have a current Tax Clearance Certificate.

◉ **Yes** ○ **No**

Insert the Tax Clearance Confirmation Number if available at the time of bidding:

CTCY-MNGJ-C3SS

Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR] at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. **The Secretary will reject the Contractor's Proposal as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of the contract award.**

To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at **http://www.ksrevenue.org/taxclearance.htm.** The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on on-line applications are generally available the following business day.

After the Contractor obtains the Tax Clearance Certificate, the Contractor shall insert on this Required Contract Provision the Confirmation Number contained in the Certificate or the Contractor shall submit a copy of the Tax Clearance Certificate to the KDOT Bureau of Construction and Materials by hand delivery, mail, e-mail or fax. Before awarding a contract, the Bureau of Construction and Materials will authenticate the Certificate through the Confirmation Number inserted on this Required Contract Provision or contained on the Certificate submitted.

If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at **785-296-3199** to determine why KDOR failed to issue the certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the State of Kansas may assess.

Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the Secretary approves them for subcontract work. The Contractor shall submit to the KDOT Field Office the Subcontractor's Tax Clearance Certificate with KDOT Form 259, Request for Approval of Subcontractor.

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 01 COMMON ITEMS					
1	020100 CONTRACTOR CONSTRUCTION STAKING /	1.000	LS	$14,200.000	$14,200.00
2	025323 MOBILIZATION /	1.000	LS	$45,000.000	$45,000.00
3	070626 MOBILIZATION (DBE) /	1.000	LS	$1,000.000	$1,000.00
4	025324 TRAFFIC CONTROL /	1.000	LS	$4,034.000	$4,034.00
5	012340 FOUNDATION STABILIZATION (SET PRICE) /	1.000	CUYD	$40.000	$40.00
6	070580 FLAGGER (SET PRICE) /	1.000	HOUR	$30.000	$30.00
Section 01 Total					$64,304.00
Section 02 ROAD ITEMS					
7	025361 CLEARING AND GRUBBING /	1.000	LS	$20,000.000	$20,000.00
8	012410 COMMON EXCAVATION (RURAL SMALL) /	3118.000	CUYD	$10.000	$31,180.00
9	012334 COMPACTION OF EARTHWORK (TYPE AA) (MR-3-3) /	849.000	CUYD	$2.000	$1,698.00
10	025041 SIDEWALK CONSTRUCTION (6") (AE) /	6562.000	SQYD	$60.000	$393,720.00
11	022625 SIDEWALK RAMP /	121.000	SQYD	$195.000	$23,595.00
12	050301 CROSS ROAD PIPE (12") (RCP) /	26.000	LNFT	$110.000	$2,860.00
13	050501 CROSS ROAD PIPE (18") (RCP) /	24.000	LNFT	$115.000	$2,760.00
14	050901 CROSS ROAD PIPE (30") (RCP) /	32.000	LNFT	$130.000	$4,160.00
15	054501 END SECTION (12") (RC) /	2.000	EACH	$800.000	$1,600.00
16	054551 END SECTION (18") (RC) /	1.000	EACH	$800.000	$800.00
17	054651 END SECTION (30") (RC) /	2.000	EACH	$1,000.000	$2,000.00
18	024048 RIPRAP (LIGHT STONE) (100 LB) /	33.000	SQYD	$80.000	$2,640.00
19	012420 ROCK EXCAVATION /	8.000	CUYD	$100.000	$800.00
20	010114 WATER (GRADING) (SET PRICE) /	1.000	MGAL	$40.000	$40.00
Section 02 Total					$487,853.00

Section 03
TEMP PRJ WTR POL CTL-SOIL EROSION

21	072223 TEMPORARY FERTILIZER (16-20- 0) /	354.000	LBS.	$0.750	$265.50
22	030459 TEMPORARY SEED (RYEGRASS-ANNUAL) /	43.000	LBS.	$66.820	$2,873.26
23	030537 SOIL EROSION MIX /	450.000	LBS.	$9.320	$4,194.00
24	072285 EROSION CONTROL (CLASS 1) (TYPE C) /	7528.000	SQYD	$1.590	$11,969.52
25	071291 SEDIMENT REMOVAL (SET PRICE) /	1.000	CUYD	$50.000	$50.00
26	072400 TEMPORARY BERM (SET PRICE) /	1.000	LNFT	$2.000	$2.00
27	000098 SWPPP DESIGN /	1.000	LS	$1,000.000	$1,000.00
28	000097 SWPPP INSPECTION /	9.000	EACH	$175.000	$1,575.00
29	000103 WATER POLLUTION CONTROL MANAGER /	9.000	EACH	$175.000	$1,575.00
30	030466 HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A) /	2322.000	LBS.	$2.800	$6,501.60
31	010123 WATER (EROSION CONTROL) (SET PRICE) /	1.000	MGAL	$40.000	$40.00

Section 03 Total $30,045.88

Section 04
SIGNING ITEMS

32	025500 SIGN (FLAT SHEET) (HIGH PERFORMANCE) /	29.000	SQFT	$15.000	$435.00
33	026200 SIGN POST (3 I 2.25 ALUMINUM) /	28.000	LNFT	$25.000	$700.00
34	026036 SIGN POST FOOTING (18" WOOD POST CONCRETE) /	28.000	LNFT	$1.000	$28.00

Section 04 Total $1,163.00

Section 05
PAVEMENT MARKING ITEMS

35	013812 PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24") /	50.000	LNFT	$25.000	$1,250.00

Section 05 Total $1,250.00

Section 06
SEEDING ITEMS

36	030563 FERTILIZER (13-13-13) /	172.000	LBS.	$0.750	$129.00
37	030451 SEED (FESCUE) (TALL TURF TYPE BLEND) /	240.800	LBS.	$14.020	$3,376.02
38	030381 SEED (KENTUCKY) (BLUEGRASS) (BARON) /	17.200	LBS.	$14.020	$241.14
Section 06 Total					$3,746.16
Item Total					$588,362.04

07-19-80-R13 DBE List Summary

Project: 087 N 0806-01
Bid Total: 588,362.04
Goal: 2.00% (11,767.24)
Total Entered: 91.65% (539,240.00)
Race Neutral Amount: 527,472.76

Bidder ID: 06836
Contractor: PRADO CONSTRUCTION, LLC

ID	DBE Contractor	Used As	Item Count	DBE Amount	Complete
04713	CILLESSEN AND SONS INC	Subcontractor	7	$11,647.00	True
06836	PRADO CONSTRUCTION LLC	DBE as Prime	14	$527,593.00	True

DBE Entry List

Name: CILLESSEN AND SONS INC ID: 04713

Address: PO BOX 9 KECHI, KS 67067-0009

Used As: Subcontractor

NAICS Codes: 237310

Bid Quote: $11,647.00

Note: The lump sum amount bid for "Mobilization(DBE)" cannot exceed 10% of the total amount identified by the contractor for each DBE.

Note: Only 60% of the amount paid to a DBE supplier, for materials, may be credited toward the DBE goal. The 60% is automatically calculated, please enter the full amount paid to a DBE supplier.

Note: A list of certified DBEs and their valid NAICS codes can be found in the DBE Directory at KDOT's website: "http://kdotapp.ksdot.org/dbecontractorlist/".

Items for CILLESSEN AND SONS INC

01 COMMON ITEMS					
2	025323 MOBILIZATION /	0.105	LS	$40,000.000	$4,200.00
3	070626 MOBILIZATION (DBE) /	1.000	LS	$1,000.000	$1,000.00
4	025324 TRAFFIC CONTROL /	1.000	LS	$4,034.000	$4,034.00
Section 01 Total					$9,234.00

04 SIGNING ITEMS					
32	025500 SIGN (FLAT SHEET) (HIGH PERFORMANCE) /	29.000	SQFT	$15.000	$435.00
33	026200 SIGN POST (3 I 2.25 ALUMINUM) /	28.000	LNFT	$25.000	$700.00
34	026036 SIGN POST FOOTING (18" WOOD POST CONCRETE) /	28.000	LNFT	$1.000	$28.00
Section 04 Total					$1,163.00

05 PAVEMENT MARKING ITEMS					
35	013812 PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24") /	50.000	LNFT	$25.000	$1,250.00

Section 05 Total	$1,250.00

Item Total	$11,647.00

DBE Entry List

Name: PRADO CONSTRUCTION LLC ID: 06836

Address: 7252 N RIDGE ROAD VALLEY CENTER, KS 67147-8111

Used As: DBE as Prime

NAICS Codes: 237310

Bid Quote: $527,593.00

Note: The lump sum amount bid for "Mobilization(DBE)" cannot exceed 10% of the total amount identified by the contractor for each DBE.

Note: Only 60% of the amount paid to a DBE supplier, for materials, may be credited toward the DBE goal. The 60% is automatically calculated, please enter the full amount paid to a DBE supplier.

Note: A list of certified DBEs and their valid NAICS codes can be found in the DBE Directory at KDOT's website: "http://kdotapp.ksdot.org/dbecontractorlist/".

Items for PRADO CONSTRUCTION LLC

01 COMMON ITEMS					
2	025323 MOBILIZATION /	0.884	LS	$45,000.000	$39,780.00
Section 01 Total					$39,780.00

02 ROAD ITEMS					
7	025361 CLEARING AND GRUBBING /	1.000	LS	$20,000.000	$20,000.00
8	012410 COMMON EXCAVATION (RURAL SMALL) /	3118.000	CUYD	$10.000	$31,180.00
9	012334 COMPACTION OF EARTHWORK (TYPE AA) (MR-3-3) /	849.000	CUYD	$2.000	$1,698.00
10	025041 SIDEWALK CONSTRUCTION (6") (AE) /	6562.000	SQYD	$60.000	$393,720.00
11	022625 SIDEWALK RAMP /	121.000	SQYD	$195.000	$23,595.00
12	050301 CROSS ROAD PIPE (12") (RCP) /	26.000	LNFT	$110.000	$2,860.00
13	050501 CROSS ROAD PIPE (18") (RCP) /	24.000	LNFT	$115.000	$2,760.00
14	050901 CROSS ROAD PIPE (30") (RCP) /	32.000	LNFT	$130.000	$4,160.00
15	054501	2.000	EACH	$800.000	$1,6

		END SECTION (12") (RC) /			
16	054551	1.000 EACH		$800.000	$800.00
		END SECTION (18") (RC) /			
17	054651	2.000 EACH		$1,000.000	$2,000.00
		END SECTION (30") (RC) /			
18	024048	33.000 SQYD		$80.000	$2,640.00
		RIPRAP (LIGHT STONE) (100 LB) /			
19	012420	8.000 CUYD		$100.000	$800.00
		ROCK EXCAVATION /			
Section 02 Total					$487,813.00
Item Total					$527,593.00

"General Decision Number: KS20250147 04/04/2025

Superseded General Decision Number: KS20240147

State: Kansas

Construction Type: Highway

County: Sedgwick County in Kansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025

ELEC0271-005 06/01/2024

Section XI, Item C.

	Rates	Fringes
ELECTRICIAN......................	$ 38.05	17.80

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* IRON0010-009 04/01/2025

	Rates	Fringes
IRONWORKER, STRUCTURAL...........	$ 39.00	34.25

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* SUKS2019-086 05/09/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 18.66	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 16.80 **	0.00
IRONWORKER, REINFORCING..........	$ 18.28	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor......................	$ 12.95 **	0.51
LABORER: Common or General......	$ 14.61 **	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)................	$ 29.21	14.63
LABORER: Flagger................	$ 12.09 **	0.00
LABORER: Mason Tender - Cement/Concrete..................	$ 29.75	12.83
LABORER: Pipelayer..............	$ 26.56	13.05
OPERATOR: Backhoe/Excavator/Trackhoe.......	$ 20.71	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader................	$ 16.68 **	0.00
OPERATOR: Broom/Sweeper.........	$ 14.03 **	0.00
OPERATOR: Bulldozer.............	$ 19.27	0.00
OPERATOR: Concrete Finishing Machine..........................	$ 24.26	0.00
OPERATOR: Concrete Saw..........	$ 17.95	0.00
OPERATOR: Crane.................	$ 22.97	0.00
OPERATOR: Distributor...........	$ 16.46 **	0.00
OPERATOR: Grader/Blade..........	$ 18.35	0.00
OPERATOR: Loader................	$ 17.42 **	0.00
OPERATOR: Material Transfer Vehicle..........................	$ 17.24 **	0.00
OPERATOR: Mechanic..............	$ 22.96	0.00

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OPERATOR:  Paver  (Asphalt,
Aggregate, and Concrete).........$ 17.30 **          0.00

OPERATOR:  Roller................$ 15.29 **          0.00

OPERATOR:  Scraper...............$ 17.88             0.00

OPERATOR:  Screed................$ 17.05 **          0.00

OPERATOR:  Tractor...............$ 16.66 **          0.00

OPERATOR: Roto Mill Groundman....$ 16.36 **          0.00

OPERATOR: Roto Mill..............$ 18.87             0.00

OPERATOR: Striping Machine.......$ 27.02            12.14

TRAFFIC CONTROL:   Service
Driver...........................$ 14.43 **          0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
(Groundman)......................$ 16.40 **          0.00

TRUCK DRIVER:  Water Truck.......$ 21.94            11.51

TRUCK DRIVER: Dump and Tandem....$ 17.08 **          0.00

TRUCK DRIVER: Flatbed and
Lowboy...........................$ 23.23             9.89

TRUCK DRIVER: Off Road Truck.....$ 19.06             0.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

REQUIRED CONTRACT PROVISION

FEDERAL-AID CONTRACTS

PROHIBITION ON COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

PURSUANT TO SECTION 889 OF THE NATIONAL DEFENSE AUTHORIZATION ACT (2019)

As of August 13, 2020, recipients and subrecipients of federal aid funds are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019)(NDAA). In addition to preventing direct purchases of such Covered Telecommunications Equipment or Services, federal law prevents KDOT, LPA's, and their Contractors from using federal aid funds to pay for Covered Telecommunications Equipment or Services that the Contractor may use on a Project. Costs for such Covered Telecommunications Equipment or Services are unallowable under 2 CFR 200.216 and 2 CFR 200.471.

The term ''Covered Telecommunications Equipment or Services'' means any of the following:

- Telecommunications equipment produced by and/or telecommunications services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Video surveillance equipment produced by and/or video surveillance services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications and/or video surveillance services provided by third parties that are using equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) in performing such services.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country [defined under 889(f)(2) as "the People's Republic of China"].

As a Contractor on a federal-aid construction contract with the Secretary of Transportation, as the principal contracting party for the State of Kansas or as the agent for a disclosed Local Public Authority (LPA), the Contractor shall not be required to provide to KDOT or the LPA Covered Telecommunications Equipment or Services in the performance of any contract, subcontract, supply contract, or other contractual instrument resulting from or associated with this Project. The Contractor will notify KDOT if the Contractor believes the Project scope requires the acquisition of any Covered Telecommunications Equipment or Services.

Current federal law does not prohibit the Contractor from using Covered Telecommunications Equipment or Services on the Project; however, the costs of Covered Telecommunications Equipment or Services are federal-aid non-participating. Thus, the Contractor shall notify KDOT or the LPA if the Contractor and/or any of its subcontractors or suppliers at any tier are using Covered Telecommunications Equipment or Services on the Project. This notice is necessary so KDOT can reimburse the Contractor with state funds, local funds, or a combination thereof rather than with federal-aid funds.

The Contractor will ensure that this Required Contract Provision is included in all subcontracts, supply agreements, and other contractual instruments resulting from or associated with this Project, so the prohibition is made binding on all subcontractors and suppliers at any tier. For purposes of this Required Contract Provision, the term subcontractors and suppliers shall have the broadest application to include manufacturers, producers, and all other entities that have a contractual instrument resulting from or associated with this Project.

12-17-20 C&M (CDB)
Jan 2021 – Letting; retroactive on earlier Federal Aid Projects with payments

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

15-01002

KANSAS DEPARTMENT OF TRANSPORTATION

Date 5/5/25

Status Of Utilities

Bureau of Local Projects

County: Sedgwick

Project Number: 087 N-0806-01

Location: 53rd Street North, Oliver to Woodlawn

Name of Company and Utility Type	Contact Name/Address and Phone Number	Relocation Completed	Expected Relocation Date	General Description of Utility Relocation/Notes
Please review the notes below before listing any utility or entering any dates.				
Chisholm Creek Utility Authority (CCUA) 10" Non-Potable Water	Anthony Kientz 5551 N. Broadway Park City, KS 67219 tony@ccua.kscox.mail.com 316-838-4748			No relocation required
Evergy Power Poles and Overhead Power	Steven Chronister 818 S. Kansas Ave, Topeka, KS 66601 steven.chronister@evergy.com 785-508-2682			Relocated with the prior street project. No further relocations required
Kansas Gas 6" Gas Main	Adam Knolla 1021 E. 26th St N. Wichita, KS 67219 adam.knolla@onegas.com 316-558-6967			No relocation required

If no utilities are within the limits of the project R/W, indicate NONE.
USE ONLY actual calendar month/day/year. DO NOT use 30 days, 60 days, etc.
Utiities are to be moved as outlined under the KDOT BRUD Memo 84-10.
This form should be returned to the Bureau of Local Projects when Form 1306 is submitted

Submitted By [signature] May 5, 2025
Authorized City/County Official Date

The information provided in this document does not constitute a guarantee that utility facilities will be clear of construction. Estimated completion dates are dependent upon many variable (weather, material or product availability, r/w acquisition, etc). **The estimated completion date is only an estimate.** The information shown on this report are to be consistent with those shown on the final construction plans. **The final responsibility for verifying all utility owners on this project and reflected in this report lies with the Local Agencies.**

If the utilities identified on this form are not relocated prior to this submittal, it is the responsibility of the LPA to ensure that those utilities are adjusted prior to any potential conflicts with construction. Once the utilities are adjusted, an updated Form 1304 must be submitted by the LPA to the Bureau of Local Projects.

Status of Utilities

Name of Company and Utility Type	Contact Name/Address and Phone Number	Relocation Completed	Expected Relocation Date	General Description of Utility Relocation/Notes
City of Bel Aire 16" Water Main	Jon Stehman 4103 N. Woodlawn Bel Aire, KS 67220 jstehman@belaireks.gov 316-461-7712	N/A	N/A	No Relocation Required
ATT Underground Telephone	Jason Edwards 154 N. Broadway, Rm 210 Wichita, KS 67202 je1682@att.com 316-268-2008	Yes (see notes)	N/A	ATT lines relocated with prior street project, no further relocations anticipated
Cox Communications Fiber Optic	Matt Bortz 901 George Washington Blvd Wichita, KS. 67211 matt.bortz@cox.com 620-272-2081	Yes (see notes)	N/A	Fiber Optic Lines relocated with prior street project, no further relocations anticipated
KPC Pipeline	John T. Amrein thelandco@aol.com 913 441 8441 Office 913 208 8544 Cell	N/A	N/A	No Relocation Required. Sidewalk has been designed to be clear of their casing vents

Print out additional Page 2 sheets if needed

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

Kansas Department of Transportation

Bureau of Construction and Materials
Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 10, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

087 N 0806-01 – Sedgwick County – Pedestrian and Bicycle Paths

Removed item MULCHING.

Added item HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A).

Revised sheets are included in this addendum.

To view this project's documents, choose "**Addendum #1**" from KDOT's website: https://kdotapp.ksdot.org/Proposal/Proposal.aspx.

The Contractor is responsible for ensuring the EBS file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments. You must update your EBS file by going to the Bid Express website: http://www.bidx.com, choose the correct Letting, locate and select the Proposal number to download **525092625.001X.**

We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

Kansas Department of Transportation

Bureau of Construction and Materials
Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 10, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

087 N 0806-01 – Sedgwick County – Pedestrian and Bicycle Paths

Removed item MULCHING.

Added item HYDRAULIC EROSION CONTROL PRODUCTS (TYPE A).

Revised sheets are included in this addendum.

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We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT at Joshua.Matyi@ks.gov EVEN IF NOT BIDDING.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please call me at (785) 296-7141, if there are questions. Thank you for your cooperation.

Kansas Department of Transportation

Bureau of Construction and Materials
Estimating Section

To: Prime Contractor Bid Holders

From: Josh Matyi - Estimating Engineer Associate

Date: September 16, 2025 **Proposal/Contract No.: 525092625**

Subject: Project Notice for the **September 17, 2025 Letting**

087 N 0806-01 – Sedgwick County – Pedestrian and Bicycle Paths

Removed item MULCHING TACKING SLURRY.

Plans can be revised after the letting.

The previous addendum should have been #2.

To view this project's documents, choose "**Addendum #3**" from KDOT's website:
https://kdotapp.ksdot.org/Proposal/Proposal.aspx.

The Contractor is responsible for ensuring the EBS file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments. You must update your EBS file by going to the Bid Express website: http://www.bidx.com, choose the correct Letting, locate and select the Proposal number to download **525092625.003X.**

We also recommend that you check the Bid Express "Questions and Answers" (https://www.bidx.com/ks/lettings) to review any questions that may have been posted for this project.

(Company Name) (Signature) (Date)

C: District 5 & Wichita-Hillside Construction Office

September 17, 2025
This Letting's Questions and Answers

Proposal: 525092625 **Project NM:** N 0806-01
Question: 1 **Subject:** Hydromulch in lieu of hay mulch

Can the mulching on this project in areas outside of where the Class 1 mat is to be installed be switched to hydromulch instead o hay mulch? Per our conversations with the SWCE and headquarters, we have suggested that on projects such as these hay mulch is not a suitable material due to the difficulty in anchoring/punching it in. If hydromulch is not an option, we would suggest covering the entire project with Class 1 mat.

Answer:

Hydromulch will be allowed as an option for the contractor. No bid item changes will be made now but may be made by change order after the letting. Revised 8-22-25 8:52am. 1. Substitution will be allowed at no additional cost. (i.e. contractor bids hay mulc at hydromulch price)

Proposal: 525092625 **Project NM:** N 0806-01
Question: 2 **Subject:** Sign Post

Can square steel tubular posts be used instead of the aluminum posts shown in the details in the plans? The steel posts are mos commonly used on Bel Aire projects.

Answer:

Tubular steel posts meeting KDOT specs and typical sheet TE466 are an acceptable alternative.

Proposal: 525092625 **Project NM:** N 0806-01
Question: 3 **Subject:** Mulching tacking slurry

Can the mulching tacking slurry bid item be removed since all mulching has been changed to HECP material?

Answer:

This will be on an addendum.

Proposal: 525092625 **Project NM:** N 0806-01
Question: 4 **Subject:** Pipe End Sections

There is no bid item for 12" End Sections and there is a bid item for 24" end sections and there is no 24" pipe on this project? Hc do you want us to bid the 12" End Sections?

Answer:

The 24" end section will need changed to 12" on revised plans after the letting. An addendum will correct the proposal.

Kansas Department of Transportation

Change Order

Contract: 525092625, PEDESTRIAN AND BICYCLE PATHS

Prime Contractor: 06836, PRADO CONST LLC

CO Number: 0001

Revision No.:

CO Type: General

CO Status: Approved

Change Order Date: 4/14/2026

CO Approval Date: 4/20/2026

Entered By: Sharlene L Roseberry

Last Updated By: Tony Menke

Last Updated Date: 4/20/2026

Fed. Proj. No.: CRP-N080(601)

Awarded Contract Amount: $588,362.04

Net CO Amount: $3,932.25

District: 5 DISTRICT 5

Administrative Office: District 5 Area 5 Wichita Hillside Const

Area Engineer: Duane Flug

Route:

County: C087 SEDGWICK

Location: Midpoint

Project(s): N 0806-01, PEDESTRIAN AND BICYCLE PATHS

Description: Filter Sock & Manhole Adj AR

Explanation: This change order does not affect the contract time.

New Items

Category	Line Num	Item	Item Source	Quantity	Unit	Unit Price	Dollar Amt
02	40	012780 - ADJUSTMENT OF MANHOLES	ChangeOrder	1.000	EACH	782.25	$782.25

Explanation: This is a TENTATIVE quantity,

This line is being added to the contract as it is called out on Sh. #10 to perform the adjustment due to an elevation change, however no bid item is on the contract for this work. This request was approved by Assistant Bureau Chief, AJ Wilson, on 4/10/2026. See the attached documentation.

Category	Line Num	Item	Item Source	Quantity	Unit	Unit Price	Dollar Amt
03	39	070828 - FILTER SOCK (12")	ChangeOrder	500.000	LNFT	6.30	$3,150.00

Explanation: This is a TENTATIVE quantity,

This item is being added to the contract because there is construction work near the ditch line with the possibility of disrupting it. The SWPPP/WPCM has requested 500 LNFT be added in the event it is needed. This request was approved by Assistant Bureau Chief, AJ Wilson, on 4/10/2026. See the attached documentation.

Total: $3,932.25

Project/Category Summary

Project	Project Description	Category	Category Description	Dollar Amount
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	02	ROAD ITEMS	$782.25
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	03	TEMP PRJ WTR POL CTL-SOIL EROSION	$3,150.00

Net Change Order Amount: $3,932.25

Approvals

Date/Time Approved	Approval Decision	Name	Title	Approval Decision Group
4/14/2026	Approve	Sharlene L Roseberry		Area
4/15/2026	Approve	Barry Santee	District 5 Project Manager	District
4/15/2026	Approve	Mike Lester	Construction Admin Technician	Change Order
4/17/2026	Approve	Reina O Prado		Contractor
4/20/2026	Approve	Andrew J Wilson	Construction Admin Supervisor	Bureau
4/20/2026	Approve	Tony Menke		Division

RATIFIED by the Governing Body of the City of Bel Aire, Kansas on this 7th day of July, 2026.

SIGNED by the Mayor on this __________ day of July, 2026.

CITY OF BEL AIRE, KANSAS

____

Jim Benage, Mayor

ATTEST:

____

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

____

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 22, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Change Order 2 for the Removal of work east of Station 51+00 and additional grading

Current Situation:

In late February, 2026, the City was notified that it did not have permission to construct the multi-use path on the Phillips 66 and KPC pipeline easement. Due to this issue and the requirement of KDOT to have all necessary permits prior to construction, it was decided to remove all work on the multi-use sidewalk project east of Station 51+00 to allow time to make any necessary changes to the multi-use path plans and secure access agreements with both pipeline companies. Also included in this change order request is the additional grading needed between Chapel Landing 3rd and Chapel Landing Phase 2.

Discussion:

Once the City was notified that it did not have permission to construct the multi-use path within the Phillips 66 and KPC pipeline easement, staff immediately set up a Teams meeting with all interested parties and started the dialog of what was needed to secure the access. Staff also contacted KDOT to inform them of the development as part of the KDOT design process is the submission of a "Status of Utilities" form. KDOT requires all utilities to be clear of the project prior to bidding and all necessary permits/agreements secured prior to bidding. Knowing the amount of time that securing these permits can take and the short duration of this project, it was suggested to halt construction at Station 51+00 and remove everything east of this station from the project. Once the agreements were secured, the sidewalk east of Station 51+00 could either be added back into the project, or constructed outside of the KDOT contract. This change order includes the removal of all items east of Station 51+00.

This change order also includes additional earthwork necessary to adjust the multi-use path grades to allow the multi-use path to fit in with the existing ground. When the 53rd Street Improvements were occurring, the original idea was to grade the right-of-way to prepare for the eventual installation of the 10' mult-iuse path. The 53rd Street Improvement project was completed in October, 2025. Work on Chapel Landing 6th was not completed until the end of 2025. Additionally, the Developer for Chapel Landing 3rd had installed several berms along and within the right-of-way during this time. The letting plans for the multi-use path project were uploaded to KDOT in August, 2025 and the project was bid in September, 2025, so any changes to grading made in the summer and fall of 2025 were not encapsulated in the plans. As there was active construction along 53rd Street, there are several areas of grading adjustments that needed to be made.

Financials:

A summary of costs for the 53rd Street Multi-use project is provided below:

Original Contract (Bid) Price	$588,362.04
Change Order 1 (manhole adjustments and filter sock) *	$3,932.25
Change Order 2 (removal of quantities east of Station 51+00 and additional grading)*	$(87,582.75)
Total Contract Cost with Change Order 2	**$504,711.54**

* This is a tentative quantity. The final quantity will be a measured quantity in the amount used on-site.

Contract: 525092625, PEDESTRIAN AND BICYCLE PATHS

Prime Contractor: 06836, PRADO CONST LLC

CO Number: 0002
Revision No.:
CO Type: General

CO Status: Draft
Change Order Date: 6/9/2026
CO Approval Date:

Entered By: Duane Flug
Last Updated By: Sharlene L Roseberry
Last Updated Date: 6/12/2026

Fed. Proj. No.: CRP-N080(601)
Awarded Contract Amount: $588,362.04
Net CO Amount: -$87,582.75

District: 5 DISTRICT 5
Administrative Office: District 5 Area 5 Wichita Hillside Const
Area Engineer: Duane Flug

Route:
County: C087 SEDGWICK

Location: Midpoint

Project(s): N 0806-01, PEDESTRIAN AND BICYCLE PATHS

Description: East Removal of work STA 51+00. Add Grading EW

Explanation: This change order does not affect the contract time.

Increases/Decreases

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	8	012410 - COMMON EXCAVATION (RURAL SMALL)	Original	3,118.000	-51.000	3,067.000	CUYD	10.00	-$510.00

Explanation: This is a TENTATIVE quantity,

This bid item is being tentatively reduced from plan quantity due to plan designer, Garver, not having an encroachment agreement with Phillips 66 and KPC Pipeline to build project sidewalk within their utility easement. The City of Bel-Aire has decided to eliminate all work past STA 51+00 in order to keep the project moving forward but would like the option to keep the money allocated in the event they want to add the work back on if the agreement is completed before the construction.

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	9	012334 - COMPACTION OF EARTHWORK (TYPE AA) (MR-3-3)	Original	849.000	-196.000	653.000	CUYD	2.00	-$392.00

Explanation: This is a TENTATIVE quantity,

Same explanation as item #8.

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	10	025041 - SIDEWALK CONSTRUCTION (6") (AE)	Original	6,562.000	-1,150.000	5,412.000	SQYD	60.00	-$69,000.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items 8 & 9.

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	11	022625 - SIDEWALK RAMP	Original	121.000	-30.000	91.000	SQYD	195.00	-$5,850.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items 8, 9, & 10.

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	13	050501 - CROSS ROAD PIPE (18") (RCP)	Original	24.000	-24.000	0.000	LNFT	115.00	-$2,760.00

Explanation: This is a TENTATIVE quantity,

This bid item is being tentatively removed from the plans due to plan designer, Garver, not having an encroachment agreement with Phillips 66 and KPC Pipeline to build project sidewalk within their utility easement. The City of Bel-Aire has decided to eliminate all work past STA 51+00 in order to keep the project moving forward but would like the option to keep the money allocated in the event they want to add the work back on if the agreement is completed before the construction.

Category	Line Num	Item	Item Source	CO Original Qty	CO Qty Inc/Dec	CO Total Qty	Unit	Unit Price	CO Dollar Amt
02	14	050901 - CROSS ROAD PIPE (30") (RCP)	Original	32.000	-32.000	0.000	LNFT	130.00	-$4,160.00

Explanation: This is a TENTATIVE quantity,

Same explanation as item #13. This item also had a plan bust on sh. 23 where it shows 32LNFT. The actual quantity should have been 30LNFT, therefore the full 32LNFT is being removed.

02	16	054551 - END SECTION (18") (RC)	Original	1.000	-1.000	0.000	EACH	800.00	-$800.00

Explanation: This is a TENTATIVE quantity,

Same explanation as item #13.

02	17	054651 - END SECTION (30") (RC)	Original	2.000	-2.000	0.000	EACH	1,000.00	-$2,000.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items #13 & 16.

02	18	024048 - RIPRAP (LIGHT STONE) (100 LB)	Original	33.000	-27.000	6.000	SQYD	80.00	-$2,160.00

Explanation: This is a TENTATIVE quantity,

This item has the same explanation as #13, 16 & 17. This item also had a plan bust on sh. 23 where it shows 33 CUYDs. The actual quantity should have been 36 CUYDs, therefore the full 30 CUYDs is being removed to leave Oliver pipe riprap per plans.

04	32	025500 - SIGN (FLAT SHEET) (HIGH PERFORMANCE)	Original	29.000	-29.000	0.000	SQFT	15.00	-$435.00

Explanation: This is a TENTATIVE quantity,

Same explanation as item #13, 16, & 17.

04	33	026200 - SIGN POST (3 I 2.25 ALUMINUM)	Original	28.000	-28.000	0.000	LNFT	25.00	-$700.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items #13, 16, 17 & 32.

04	34	026036 - SIGN POST FOOTING (18" WOOD POST CONCRETE)	Original	28.000	-28.000	0.000	LNFT	1.00	-$28.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items #13, 16, 17, 32 & 33.

05	35	013812 - PAVEMENT MARKING (INTERSECTION GRADE) (WHITE) (24")	Original	50.000	-50.000	0.000	LNFT	25.00	-$1,250.00

Explanation: This is a TENTATIVE quantity,

Same explanation as items #13, 16, 17, 32, 33 & 34.

Total: -$90,045.00

New Items

Category	Line Num	Item	Item Source	Quantity	Unit	Unit Price	Dollar Amt
02	41	000019 - EXTRA WORK	ChangeOrder	1.000	LS	2,462.25	$2,462.25

Explanation: This is a FINAL quantity.,

Extra work is being added to the contract due to a discrepancy in the plans vs. surveyor's elevations. Project CAD files were provided to Alpha Land Surveyors by Garver; however, they didn't match the plans and caused an excessive amount of over excavation from Oliver (STA 0+00) to Colburn (STA 24+75). After an on-site meeting and walk-through of the currently existing project site conditions, and what Prado had excavated for the sidewalk, it was discovered the plans didn't represent the field. KDOT Construction Engineer and Metro Engineer, Sharlene Roseberry and Duane Flug, respectively, City of Bel-Aire Engineer, Anne Stephens, Contractor, Narin Prado, Garver's intermittent step-in, and Sedgwick County Inspectors Steve Lacy and Randy Downs, all agreed Prado should place back the cut dirt with the exception of the top 6in. (for sidewalk depth) and use type B Compaction to match existing tie-ins. The City of Bel-Aire has approved of Prado's quote on 7//2026. This request was approved by AJ Wilson on 6//2026. See attached documentation.

Total: $2,462.25

Project/Category Summary

Project	Project Description	Category	Category Description	Dollar Amount
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	02	ROAD ITEMS	-$85,169.75
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	04	SIGNING ITEMS	-$1,163.00
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	05	PAVEMENT MARKING ITEMS	-$1,250.00

Net Change Order Amount: -$87,582.75

Approvals

Date/Time Approved	Approval Decision	Name	Title	Approval Decision Group

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 29, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Change Order 3 for the 53rd and Woodlawn Multi-use path crossing

Current Situation:

In late February, 2026, the City was notified that it did not have permission to construct the multi-use path on the Phillips 66 and KPC pipeline easement. Due to this issue and the requirement of KDOT to have all necessary permits prior to construction, it was decided to remove all work on the multi-use sidewalk project east of Station 51+00 to allow time to make any necessary changes to the multi-use path plans and secure access agreements with both pipeline companies. Also included in this change order request is the additional grading needed between Chapel Landing 3rd and Chapel Landing Phase 2. The permits for the construction within the pipeline easement have now been obtained and construction can proceed.

Discussion:

The City is working with KDOT to obtain a bid price from Prado to add this crossing back into the plans. Kansas Paving is currently in the area working on the 2026 Street Maintenance Project. Kansas Paving was also provided a copy of the revised plans for the 53rd Street Multi-Use Path crossing at Woodlawn and have been asked to provide a quote for this work.

The quotes from both Kansas Paving and Prado are summarized below and included as an attachment to this report.

Contractor	Cost	Additional Days
Prado	$86,165.00	18 Days
Kansas Paving	$99,727.00	None Noted

Financials:

A summary of costs for the 53rd Street Multi-use project is provided below:

Original Contract (Bid) Price	$588,362.04
Change Order 1 (manhole adjustments and filter sock) *	$3,932.25
Change Order 2 (removal of quantities east of Station 51+00 and additional grading)*	$(87,582.75)
Proposed Change Order 3 (adding multi-use path east of Station 51+00)	$86,165.00
Total Contract Cost with Proposed Change Order 3	**$590,876.54**

* This is a tentative quantity. The final quantity will be a measured quantity in the amount used on-site.

A summary of costs for the 2026 Pavement Maintenance Project is provided below:

Original Contract (Bid) Price	$675,243.00
Change Order 1 (Full depth repair on Farmstead)	$5,225.00
Change Order 2 (Full depth repair on Farmstead)	$2,500.00
Change Order 3 (Full depth repair on Farmstead)	$1,083.33
Proposed Change Order 4 (Sidewalk Crossing at 53rd and Woodlawn)	$99,727.00
Total Contract Cost with Proposed Change Order 4	**$783,778.33**

PROPOSAL

Kansas Paving

P.O. Box 4204
Wichita, Kansas 67204
(316) 832-0828
Date **June 30th,2026**
Bidders **City of BelAire**

Project Location: City of Bel Aire
Woodlawn and 53rd Sidewalk

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	PAVEMENT REMOVAL	50.00	SF	35.00	1,750.00
2	EXCAVATION	34.00	CY	100.00	3,400.00
3	PROTECTION CURB	18.00	LF	20.00	360.00
4	SIDEWALK CONCRETE 4" (10' WIDE)	2,231.00	SF	7.00	15,617.00
5	WHEELCHAIR RAMP CONSTRUCTION	2.00	EA	1,200.00	2,400.00
6	MOBILIZATION	1.00	LS	7,500.00	7,500.00
7	TRAFFIC CONTROL	1.00	LS	6,000.00	6,000.00
8	SWS PIPE	1.00	LS	62,700.00	62,700.00

GRAND TOTAL **$99,727.00**

NOTES:

Exclude: Any items not listed above.

Note: Bid Per Plan Dated May 2026

Chris Wolken
Kansas Paving
316-832-0828

Change Order

Contract: 525092625, PEDESTRIAN AND BICYCLE PATHS
Prime Contractor: 06836, PRADO CONST LLC

CO Number: 0003
Revision No.:
CO Type: General
CO Status: Draft
Change Order Date: 7/1/2026
CO Approval Date:
Entered By: Sharlene L Roseberry
Last Updated By: Sharlene L Roseberry
Last Updated Date: 7/7/2026
Fed. Proj. No.: CRP-N080(601)
Awarded Contract Amount: $588,362.04
Net CO Amount: $86,165.00
District: 5 DISTRICT 5
Administrative Office: District 5 Area 5 Wichita Hillside Const
Area Engineer: Duane Flug
Route:
County: C087 SEDGWICK
Location: Midpoint
Project(s): N 0806-01, PEDESTRIAN AND BICYCLE PATHS
Description: Add work STA 51+00 to End
Explanation: This change order affects the contract time. See the supplemental description.

New Items

Category	Line Num	Item	Item Source	Quantity	Unit	Unit Price	Dollar Amt
02	42	000072 - EXTRA WORK	ChangeOrder	86,165.000	EACH	1.00	$86,165.00

Explanation: This is a TENTATIVE quantity,

This item is being added as to add back the work previously removed from STA 51+00 to the end of the project at the request of the city. The City of Bel-Aire approved of Prado's quote on 7//2026. This request was approved by AJ Wilson on 7//2026. See attached documentation.

Total: $86,165.00

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New
07	Contract Working Days	Available Time	45	45	15	60

Explanation: This change order affects the contract time. See the supplemental description.,

15 Additional Contract Working Days are being added to the project due to the lead times necessary for Prado to order additional crossroad pipes and MHs that were originally CO'd off and then added back to the contract, plus the manholes encountered during construction. The addback work is at the request of the City of Bel-Aire.

Project/Category Summary

Project	Project Description	Category	Category Description	Dollar Amount
N 0806-01	PEDESTRIAN AND BICYCLE PATHS	02	ROAD ITEMS	$86,165.00

Net Change Order Amount: $86,165.00

Approvals

Date/Time Approved	Approval Decision	Name	Title	Approval Decision Group

Staff Report

To: Mayor and City Council
From: Deb Appel, Director of Human Resources
Date: June 30, 2026
Subject: Classification and Compensation Study

Executive Summary:

The 2026 budget includes funding for a compensation study to provide insight and analysis for implementing a new pay scale in the 2027 budget. City staff have completed substantial preliminary work and recommend hiring a professional firm with municipal and county experience to complete the study before the end of the year.

The Arnold Group (TAG) submitted a quote of $16,560 to complete a Classification and Compensation Study in 2026 and effective 2027. TAG recently completed Andover's 2025 study and is currently updating Bel Aire's job descriptions. Comparable projects in similar sized cities ranged from $24,150 to $86,450, making TAG's proposal competitive. Although the cost exceeds the initial budget, a professional study is expected to reduce long-term costs associated with turnover, inequitable pay, and misaligned salary structures.

The City Manager, Director of Finance, and Director of Human Resources agree that hiring a qualified professional firm is the most effective and responsible approach. Completing this study will help Bel Aire implement a fair, competitive, and market-aligned pay system that improves recruitment, retention, and internal equity.

CONTRACT
FOR
SERVICES
(Classification and Compensation Study)

This Contract is entered into this 7th day of July, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called "City") and Arnold & Associates of Wichita, Inc., d/b/a/ The Arnold Group – C3 Compensation Blueprint Division, whose principal office is at 530 South Topeka, Wichita, Kansas, 67202, Telephone Number (316) 619-7864, (hereinafter called "Contractor").

WHEREAS, the City budget for 2026 includes funding for a compensation study to provide insight and analysis for implementing a new pay scale in the 2027 budget,

WHEREAS, Contractor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. City agrees to hire Contractor as an independent contractor to perform all Services as described in Exhibit A (Classification and Compensation Study), Exhibit B (Supplemental Master Service Agreement), and Exhibit C (Client Services Authorization Agreement). All Services shall meet all professional standards and specificiations as required by the City. Execution of this Contract constitutes City's written authorization to proceed with the Services.

   All services shall be completed within 24 weeks from the execution of this Contract. Any extension of the completion date must be approved by the City.

2. Compensation. City agrees to pay Contractor an amount not to exceed $16,560.00 for all Services as quoted and described in Exhibit A.

3. Incorporation of Documents. Exhibit D (Bel Aire's Mandatory Terms and Conditions Attachment) and Exhibit E (Bel Aire's Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms. The parties further agree that all provisions of Exhbit D and E, are effective between them and govern this Contract.

4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind

any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 7th day of July, 2026.

SIGNED by the City Manager on the _______ day of July, 2026.

CITY OF BEL AIRE, KANSAS

____
Jim Benage, Mayor

ATTEST:

____
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

____
Maria A. Schrock, City Attorney

(Exhibits A, B, C, D and E are attached.)

[Remainder of this Page Intentionally Left Blank]

SIGNED by Contractor on the _______ day of July, 2026.

ARNOLD & ASSOCIATES OF WICHITA, INC., d/b/a/ THE ARNOLD GROUP – C3 COMPENSATION BLUEPRINT DIVISION

____
(Authorized Signature: Name, Title)

(Exhibits A, B, C, D and E are attached.)

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EXHIBIT A

COMPENSATION BLUEPRINT

COMPREHENSIVE | COMPLIANT | COMPETITIVE

A DIVISION OF THE ARNOLD GROUP

Client:	The City of Bel Aire
Project:	Classification and Compensation Study
Firm:	C3 Compensation Blueprint
Senior Architect(s):	Phillip Hayes, Lead Comp Architect Heather Poorman, Project Manager
Project Architect(s):	Ted Henry, City Manager Deborah Appel, HR Director Other Designated Team Members
Proposal Date:	May 19, 2026
RFP #	N / A
Date:	6/11/2026
Version #	N / A
Revision #	1

June 11, 2026

City of Bel Aire
Attn: Deborah Appel
7651 E. Central Park Ave
Bel Aire, KS 67226

Re: Classification and Compensation Study Proposal

Dear Deborah:

Thank you for the opportunity to submit a proposal for a Classification and Compensation Study. We appreciate the City's commitment to building a compensation framework that is fair, equitable, competitive, and sustainable for the long term. In response, The Arnold Group (TAG) is pleased to submit our technical and cost proposal detailing how our C3 Compensation Blueprint (C3CB) can support your organization's goals.

As a third-generation, family-owned workforce solutions firm, TAG has served public-sector organizations across the Central States for more than 45 years. Our C3 Compensation Blueprint division specializes in municipal and county pay planning, combining deep compensation expertise with practical, people-centered tools that make implementation and ongoing maintenance easier for your HR and leadership teams.

We enjoyed learning more about the City of Bel Aire and would welcome the opportunity to partner with you. If helpful, we would be happy to provide an overview or an in-depth, live demonstration of the C3 Compensation Blueprint CompBook and answer any questions regarding our methodology or proposed deliverables to you and other key stakeholders.

Thank you again for your consideration. We look forward to the opportunity to support the City in developing a clear, defensible, and competitive compensation structure.

Respectfully,

Phillip M. Hayes, Vice President | Lead Compensation Architect
316.619.7864 | phayes@arnoldgrouphr.com

Heather Poorman, Sr. HR Business Partner | Project Manager
316.214.7784 | hpoorman@arnoldgrouphr.com

C3 Compensation Blueprint Division – *A Division of The Arnold Group*
530 South Topeka
Wichita, KS 67202
800.794.6098 | HRC-Tag@arnoldgroupHR.com

Project Understanding & Objectives

The City of Bel Aire is seeking a comprehensive classification and compensation study to modernize its pay structure, strengthen internal equity, and remain competitive in a tight labor market. The City's goals include:

- ✓ Establishing a clear, defensible classification structure for all positions.
- ✓ Ensuring pay is competitive with appropriate public-sector labor markets while remaining fiscally responsible.
- ✓ Addressing pay compression and alignment issues that may have developed over time.
- ✓ Supporting recruitment and retention of qualified employees, particularly in hard-to-fill and critical service roles.
- ✓ Enhancing transparency so employees, leaders, and elected officials can clearly understand how pay decisions are made.

The C3 Compensation Blueprint is designed to meet these objectives by combining objective job evaluation, targeted market benchmarking, and a user-friendly compensation administration tool that the City can maintain independently.

About the C3 Compensation Blueprint

Smarter Pay Plans for Stronger Communities

Public sector organizations need compensation systems that attract talent, foster fairness, and remain financially responsible. The C3 Compensation Blueprint (C3CB) was built specifically to support cities and counties in achieving these goals through clear methodologies, reliable data, and user-friendly tools that make pay administration more transparent and manageable.

C3CB blends technical expertise with a practical, collaborative approach -making the compensation planning process easier, more consistent, and more sustainable for years to come.

Who We Are

The C3 Compensation Blueprint is a specialized division of The Arnold Group (TAG), a third-generation, family-owned workforce solutions firm headquartered in Wichita, Kansas since 1979. Our team brings decades of public-sector HR and compensation experience, serving municipalities, counties, public safety agencies, and government-affiliated organizations.

Our roots are in workforce strategy, but our mission is simple:

Help local governments build compensation systems that are clear, competitive, and built to last.

We have supported public-sector organizations across Kansas, Missouri, Oklahoma, and Texas, including work with Texas-based entities such as West Texas Rehabilitation Center, giving us familiarity with the regional labor market and public-sector environment in the state.

Our Approach

We understand that public-sector compensation is a careful balance of:

- ✓ Attracting and retaining qualified employees
- ✓ Ensuring internal equity and transparency
- ✓ Remaining competitive with the external labor market
- ✓ Operating within budgetary and political realities
- ✓ Supporting long-term organizational stability

C3CB was designed around these priorities. Every project we deliver includes not only strategic recommendations, but also the tools, data, and training needed for ongoing success – reducing the need for costly, full-scale studies every few years.

A Tool Built for Local Government: The CompBook

At the center of C3CB is the C3 Compensation Blueprint CompBook, a comprehensive, dynamic tool that:

- ✓ Analyzes pay structures across all positions
- ✓ Calculates Point Factor Analysis (PFA) scoring
- ✓ Automates grade and step placement
- ✓ Conducts pay compression, equity, and alignment reviews
- ✓ Supports annual pay scale maintenance (COLA and structural updates)
- ✓ Generates workforce and financial impact summaries for leadership

The City will own this tool at the conclusion of the project, enabling you to maintain, update, and analyze your compensation system with full independence.

Why Municipalities and Counties Choose C3CB

Cities and counties choose the C3 Compensation Blueprint because we provide:

- ✓ Deep public-sector expertise and direct experience working with municipal leadership, HR teams, public safety, and utilities.
- ✓ A balanced, data-driven approach that supports employees while respecting financial realities.
- ✓ A user-friendly, transparent system that can be updated annually without additional consulting fees.
- ✓ Hands-on partnership with a team that understands both the technical side of compensation and the human side of managing change.

Our goal is not just to deliver a study, it's to create a compensation system the City can confidently manage for years to come.

Why Choose the C3 Compensation Blueprint

A Practical, People-Centered Approach to Government Compensation

Selecting the right compensation partner is critical – your pay structure affects every stage of the employment lifecycle, from recruiting and onboarding to employee development, retention, budgeting, and long-term workforce planning. The C3 Compensation Blueprint (C3CB) offers a blend of expertise, tools, and support that provides lasting value far beyond a traditional compensation study.

Below are the key ways C3CB delivers a meaningful, long-term return on investment for the City of Bel Aire.

1. Built for the Public Sector – Not Adapted to It

We understand the daily realities facing cities and counties because we work with them every day. This includes navigating:

- Recruitment and retention challenges in competitive labor markets
- Pay compression created by market shifts
- FLSA compliance and exempt/non-exempt classification nuances
- Public safety and specialized position complexities
- Tight budgets and taxpayer accountability
- Political expectations and stakeholder communication needs

Our plans are developed from your perspective, ensuring the final product aligns with your structure, culture, and operational realities.

2. More Than a Study – A System You Own

Unlike firms that deliver a static report, we provide the City with a fully functional, customizable pay administration system:

- The C3CB CompBook
- All data tables, analyses, formulas, and calculations
- Tools for running future pay scale maintenance
- Tools for analyzing compression and pay alignment
- Workforce planning dashboards and reporting modules
- Supervisor and employee communication resources

This system belongs entirely to the City and can be updated annually without needing to conduct another full study.

3. A Balanced, Defensible, and Transparent Methodology

C3CB brings together:

- Internal Equity – via Point Factor Analysis (PFA) to objectively evaluate positions
- External Competitiveness – through targeted salary survey benchmarking
- Compliance – with FLSA, pay equity considerations, and policy alignment
- Financial Responsibility – through structured pay ranges and budget modeling tools

This balanced approach builds trust, strengthens transparency, and supports informed decision-making.

4. Expertise in Hard-to-Fill and Specialized Roles

We are particularly experienced in analyzing compensation challenges within:

- Law enforcement

    - Sworn/commissioned/certified roles
    - Corrections/detention roles
    - Communications/dispatch
- Fire and EMS
- Public works and utilities
- IT and/or specialized professional roles

These roles often experience the greatest market pressure and compression issues, and our tailored strategies help ensure the City remains competitive.

5. Long-Term Support at No Additional Cost

The City will receive 1 year of ongoing support, including:

- Updates to salary survey data points
- Re-scoring new or updated job descriptions
- Assistance with applying pay scale maintenance
- Guidance on compression or pay alignment questions
- Access to the C3CB team for consultation as needed

This support ensures that the City's compensation system remains current, defensible, and sustainable.

6. A Partner Who Understands People, Finance, and Governance

Our team blends:

- Deep HR and compensation expertise
- Public-sector operational knowledge
- Strong financial literacy and budget alignment
- Practical change management and communication support

We recognize the challenges of working within taxpayer-funded environments where budgeting, fairness, and political realities must all stay in balance. Our goal is to make compensation planning easier, clearer, and more approachable for everyone involved.

7. Proven Experience Across the Central and Southern States

C3CB has delivered compensation solutions for cities, counties, colleges, public safety agencies, and government-affiliated organizations across Kansas, Missouri, Texas, and Oklahoma – consistently earning repeat engagement, strong recommendations, and long-term partnerships.

Project Team

The C3 Compensation Blueprint team combines public-sector HR expertise, analytical strength, and hands-on compensation experience. Each team member plays a defined role in ensuring accuracy, consistency, and project success.

Phillip M Hayes, Vice President | Lead Compensation Architect

Phil is a principal owner of The Arnold Group and the creator of the C3 Compensation Blueprint. With more than 25 years of HR leadership, compensation consulting, and public-sector workforce strategy experience, he leads the design and execution of all C3CB projects.

Phil holds a Master's in Management Information Systems and has been recognized as both the Wichita and Kansas HR Professional of the Year. He currently serves on multiple statewide HR and workforce policy councils, including the Kansas Employment Security Board of Review and the Kansas Unemployment Compensation Modernization & Improvement Council. In 2023, he received the Father Becker Award at the National UWC Unemployment Insurance Conference for his contributions to workforce policy and research.

Role on This Project:
Lead compensation strategist, methodology oversight, PFA evaluation, salary benchmarking, pay scale design, and final recommendations.

Heather Poorman, Senior HR Business Partner | Project Manager

Heather brings over 25 years of public- and private-sector HR experience with specialized expertise in job documentation, classification systems, compliance, conflict resolution, and organizational structure. She holds a Master's in Conflict Resolution & Dispute Management, a Mini Master's in Public Administration, and a Bachelor's in Business Management.

Heather leads day-to-day project coordination and ensures data accuracy, stakeholder communication, and timely delivery of all project milestones.

Role on This Project:
Primary project manager, document review, job description validation, stakeholder meetings, PFA scoring support, and communication planning.

Hayley Chavez, HR Assistant | Job Documentation Specialist

Hayley supports the compensation project with job description reviews, editing, and alignment activities. Her dual background as a healthcare professional and HR partner gives her a unique perspective in evaluating work processes, competencies, and role requirements.

Role on This Project:
Job description support, document standardization, and alignment of duties and competencies with the classification structure.

Amy Hayes, HR Assistant | Workforce Data & Payroll Analyst

Amy specializes in detailed workforce data analysis, payroll workflows, and compensation documentation. She plays a key role in validating data integrity, reviewing employee records, and preparing workforce analytics for final reporting.

Role on This Project:
Data validation, payroll alignment analysis, workforce dashboards, and preparation of compensation metrics for each C3 Compensation Blueprint.

Brett Staats, HR Assistant | Compensation & Financial Data Analyst

Brett contributes expertise in accounting, payroll, and data modeling. His financial lens strengthens the accuracy of pay scale calculations, compa-ratio analysis, and organizational impact summaries.

Role on This Project:
Data analysis, pay compression review, pay scale modeling, and preparation of financial impact summaries.

Recent Project Experience

The C3 Compensation Blueprint team has extensive experience supporting cities, counties, public safety agencies, higher-ed institutions, and private and public-sector organizations across Kansas, Missouri, Oklahoma, and Texas. Our recent engagements demonstrate our ability to deliver comprehensive, compliant, and sustainable compensation solutions tailored to each client's unique needs.

Below is a selection of recent classification and compensation projects completed by the C3CB team:

Municipal Clients – Kansas

- City of Andover
- City of Arkansas City
- City of El Dorado
- City of Emporia
- City of Hutchinson
- City of St. Mary's
- City of Wellington
- City of Winfield

County Clients – Kansas

- Crawford County
- Dickinson County
- Ellis County
- Finney County
- Geary County
- Lincoln County
- McPherson County
- Miami County
- Montgomery County
- Neosho County
- Ottawa County
- Pottawatomie County
- Reno County
- Saline County
- Seward County

Education & Higher Education

- Allen County Community College
- Labette County Community College
- USD 443, Dodge City Public Schools
- USD 457, Garden City Public Schools
- WSU Tech – Wichita State University

Public Safety & Specialized Agencies

- Riley County Police Department
- Midwest Public Risk (MO)
- South Central Kansas Area Agency on Aging

These projects reflect our broad understanding of public-sector compensation challenges, including competitive positioning, pay compression, internal equity, classification structure development, and long-term pay administration.

> "After discussing TAG's approach and learning more about their compensation philosophy and seeing a demonstration of the TAG CompBook as a deliverable, going with The Arnold Group's C3 Compensation Blueprint wasn't just the obvious choice for [our city] ... **it was the only choice."**
>
> *- Jo, Director of HR*

Client References

City of Andover, KS
Jennifer McCausland, City Administrator
316.733.1303, ext. 412
jmccausland@andoverks.com

City of Emporia, KS
Trey Cocking, City Administrator
620.343.4250
tcocking@emporiaks.gov

City of Wellington, KS
Jeff Porter, City Manager
620.326.3631
citymanager@cityofwellington.net

Scope of Work & Methodology

A Comprehensive, Competitive & Compliant Approach to Modern Compensation Planning

The City of Bel Aire has identified the need for a clear, defensible classification and compensation study that strengthens internal equity, enhances external competitiveness, and supports long-term organizational growth. The Arnold Group's C3 Compensation Blueprint provides a structured, data-driven process to meet these goals through a transparent and collaborative methodology.

Our approach is built around three core principles that guide every C3CB project:

1. **Competitive:** Fairness, clarity, and transparency for employees
2. **Comprehensive:** Alignment with structure, strategy, and budgets for the organization
3. **Compliance:** FLSA, pay equity, legal defensibility, and HR best practices

Project Foundations: Job Descriptions

Accurate job descriptions are essential to a successful compensation plan. They inform job evaluation, pay grade assignment, hiring, ADA requirements, FLSA status, and internal equity.

For this project:

- The City-provided job descriptions will be used as the foundation for the Point Factor Analysis.
- If needed, the C3CB team can revise or create missing descriptions (see optional investment section).

Well-structured job descriptions help ensure fair pay administration, defensible evaluation, and consistent hiring practices across the organization.

C3CB Methodology Overview

Our methodology is consultative, transparent, and structured around the following major phases:

Stakeholder Engagement & Communication Plan

Successful implementation depends on meaningful input and clear communication with key stakeholders. Throughout the project, C3CB will:

- Meet with City leadership, HR, and Department Heads at key milestones to review progress and gather feedback.
- Provide periodic updates tailored for the City Manager and/or City Council as requested.

- Coordinate with HR to prepare talking points, FAQs, and summary materials for broader internal communication.

This engagement approach ensures the final recommendations reflect operational realities, build buy-in across departments, and support a smooth adoption process.

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1. Project Orientation & Kickoff

We begin by establishing a clear, collaborative work plan.

During the kickoff meeting, we will:

- Identify required documents and data
- Establish project expectations, scope, and milestones
- Define communication protocols
- Schedule departmental and leadership meetings

A communication plan will ensure timely updates, alignment with project milestones, and proactive management of any issues that may affect timelines.

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2. Understand Organizational Environment & Needs

We work closely with City leadership, HR staff, and department heads to understand:

- Organizational structure and reporting relationships
- Budget constraints and operational realities
- Recruitment and retention challenges
- Position-specific concerns or emerging needs
- Existing policies, pay practices, and compensation philosophy

This step ensures recommendations are grounded in real operational needs – not generic, off-the-shelf templates.

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3. Market Competitiveness & Salary Benchmarking

We evaluate external competitiveness using labor market data tailored to:

- Local and regional labor markets
- Comparable public-sector organizations
- Specialized data for police, fire, EMS, public works, utilities, and technical roles

Our benchmarking balances market competitiveness with the City's financial capacity and long-term sustainability.

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4. Point Factor Analysis (PFA) – Internal Equity

To ensure transparent, defensible classification decisions, C3CB conducts a Point Factor Analysis of each position using compensable factors such as:

- Knowledge and experience
- Supervisory control
- Guidelines and complexity
- Scope and impact
- Physical demands and work environment
- Personal contacts and purpose of contacts

This process:

- Establishes internal equity
- Provides a clear rationale for job value
- Supports a defensible classification system
- Ensures consistency across departments

Pay Equity & Legal Defensibility

The City's compensation structure must be both fair and defensible. C3CB's methodology supports pay equity and compliance by:

- Applying consistent, objective Point Factor Analysis criteria across all positions.
- Documenting the rationale for job evaluation and pay grade placement.
- Using market data that is relevant, transparent, and clearly sourced.
- Aligning recommendations with FLSA requirements and best practices to reduce the risk of wage-and-hour or discrimination claims.

This approach helps the City demonstrate that its pay decisions are based on job-related factors rather than subjective or inconsistent practices.

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5. Pay Structure & Grade Development

Using both internal (PFA) and external (market data) analyses, we develop:

- Pay grades for non-exempt, exempt, and executive positions
- Transparent salary ranges (minimum, midpoint, maximum)
- Competitive spreads that allow for growth and financial planning
- Clear guidelines for new hire placement and progression
- Identification of green-circled (below minimum) and red-circled (above maximum) employees

This ensures the City's pay structure is competitive, fair, and aligned with FLSA requirements.

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6. Compression, Alignment & Employee Pay Analysis

We analyze the impact on current employees through:

- Pay compression diagnostics
- Pay equity reviews
- Compa-ratio and wage penetration evaluations
- Career progression and employment journey analysis

Our goal is to identify practical solutions that balance:

- Fairness
- Retention
- Budget constraints
- Long-term sustainability

We provide multiple implementation options to support a smooth and affordable transition.

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7. Recommendations, Implementation Roadmap & Communication Strategy

C3CB will deliver:

- A comprehensive project summary, findings and recommendations
- A presentation of findings to leadership
- Multiple implementation scenarios
- Policy recommendations to support longevity
- Supervisor and employee communication resources

We partner with you to develop a communication plan that builds trust, reduces uncertainty, and supports successful rollout.

Implementation & Change Management Support

In addition to delivering the study and tools, C3CB supports the City through implementation by:

- Providing multiple, costed implementation scenarios that align with budget capacity and policy direction.
- Assisting HR and leadership in preparing messages that explain the "why" behind changes to employees and elected officials.
- Supplying resources to assist managers in communicating new pay ranges and employee placement.

Not only will the City be equipped with a sound compensation structure, but it will also be prepared to implement it in a way that builds understanding and trust.

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8. Make Change Sustainable – Ongoing Support

The City will receive 1 year of post-implementation support, including:

- Ongoing PFA scoring for new or revised roles
- Annual updates to salary survey market data

- Assistance applying COLA adjustments and pay scale maintenance
- Consultation on compression, equity, or classification issues

Our goal is to help the City maintain a competitive and compliant pay system without needing another full study in the near future.

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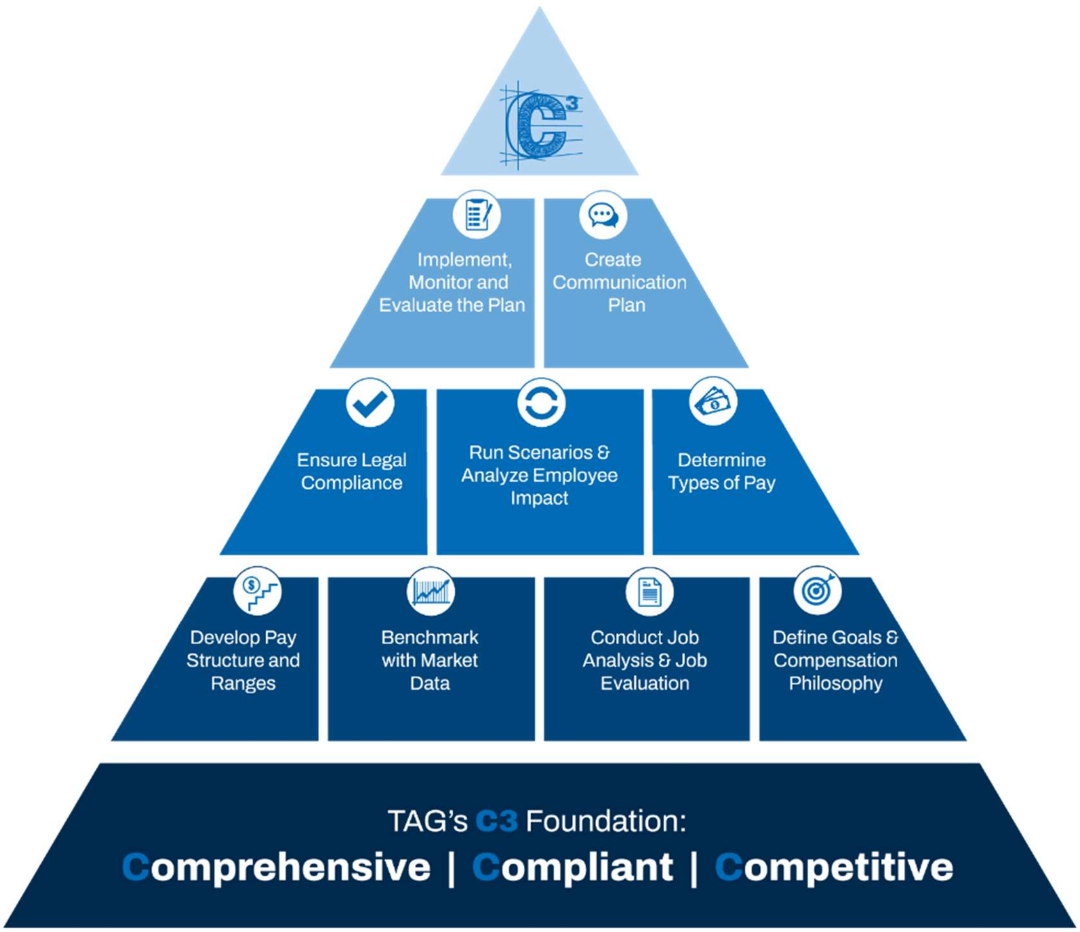
9. The C3CB Bottom-Up Project Approach



Project Schedule

The C3 Compensation Blueprint team is committed to delivering a high-quality project on time and with clear, consistent communication. We assign dedicated staff to ensure the City's project remains a priority throughout the engagement.

Based on the scope of work and assuming timely receipt of all required documents, the estimated project timeline for the City of Bel Aire is:

Estimated Project Duration

16–24 Weeks: This range accommodates data collection needs, stakeholder availability, review cycles, and Board/Council or administrative scheduling preferences.

Major Project Milestones

Note: Department Head meetings and Council/Commission feedback sessions will be scheduled at key intervals throughout the project and conducted at strategic stages to ensure alignment, informed input, and continuity as the project progresses.

1. Project Kickoff & Orientation (Week 1–2)

- Kickoff meeting with leadership and HR
- Communication plan finalized
- Data request and document collection

- Project timeline confirmation

2. Job Description Review & Validation (Week 2–5)

- Review City-provided job descriptions
- Clarification meetings as needed
- Identify any missing, outdated, or inconsistent information

3. Point Factor Analysis (PFA) & Internal Equity Review (Week 4–10)

- Conduct PFA for all positions
- Verify factor scoring
- Draft preliminary job classification structure

4. Market Benchmarking & External Competitiveness Review (Week 6–12)

- Collect and analyze relevant market data
- Benchmark against comparable organizations
- Identify recommended market adjustments

5. Pay Structure Development (Week 10–14)

- Establish salary grades and ranges
- Identify green- and red-circled positions
- Conduct compa-ratio, penetration, and pay alignment analysis

6. Compression & Financial Impact Modeling (Week 12–16)

- Analyze pay compression
- Develop multiple implementation options
- Prepare financial impact summaries for each option

7. Draft & Final Recommendations (Week 14–20)

- Prepare draft report for HR/leadership review
- Confirm recommended grade assignments
- Finalize pay scales and implementation options

8. Presentation of Findings & Deliverables (Week 18–24)

- Present final findings to City leadership and other stakeholders
- Deliver the C3 Compensation Blueprint CompBook and all supporting tools
- Provide training on pay administration, communication tools, and implementation strategies

Flexible Scheduling Based on City Needs

We recognize that each municipality operates on its own calendar, budget cycle, and meeting schedules. If the City requires an accelerated timeline or needs alignment with budget presentations or Council meetings, the C3CB team will work collaboratively to adjust the project schedule.

Work Samples & Example Deliverables

Upon request, C3CB can provide de-identified sample deliverables, including CompBook dashboards, pay grade structures, training materials, and summary report excerpts. These examples demonstrate how findings and recommendations are presented to City leadership, HR, and other stakeholders in a clear, practical format.

Legal & Insurance

Legal Standing

C3 Compensation Blueprint – A Division of The Arnold Group confirms that:

- There are no current, pending, or past disciplinary actions involving our firm, owners, principals, or associates.
- Not involved in arbitration, mediation, or litigation, nor aware of circumstances that could give rise to such actions.
- There are no conflicts of interest, actual or potential, related to the City of Bel Aire or this project.
- All information and data shared by the City will be treated as confidential and used exclusively for this project.

The City of Bel Aire will retain ownership of all source data, reports, and tools produced. C3CB utilizes secure, access-controlled systems for storing and transmitting employee-level and compensation data, and access is limited to project team members who need it to perform their responsibilities. We adhere to strict standards of professional ethics, confidentiality, and data security on all C3CB projects.

Insurance

C3 Compensation Blueprint – A Division of The Arnold Group maintains all required insurance coverage, including but not limited to:

- General Liability
- Professional Liability (Errors & Omissions)
- Workers' Compensation
- Automobile Liability (as applicable)

A Certificate of Insurance meeting all City specifications will be provided upon request or prior to contract execution.

Subcontractor Use

C3CB will not engage subcontractors for this project. All work – including analysis, communication, training, and deliverables – will be performed exclusively by The Arnold Group's internal C3CB team. This guarantees consistent methodology, controlled data handling, and quality assurance throughout the project.

Travel Costs

We've planned for the travel needed to support an active, collaborative engagement and included those costs in the overall project fee. This allows our team to be present as needed, without introducing separate or variable travel charges.

If additional meetings or site visits are requested outside the agreed scope, we'll discuss those needs in advance and confirm any associated costs before moving forward.

Closing Statement

Thank you for the opportunity to submit our proposal for the City of Bel Aire's Classification and Compensation Study. The Arnold Group's C3 Compensation Blueprint team is committed to delivering a transparent, data-driven, and long-term solution that strengthens internal equity, enhances market competitiveness, and supports the City's ability to attract and retain a high-quality workforce.

We believe our approach – grounded in public-sector experience, objective analysis, and user-friendly tools – aligns closely with the City's goals for this project. This proposal is structured to align with the standard evaluation criteria outlined in an RFP/RFQ, including approach and methodology, relevant experience, project team qualifications, timeline, and overall value. Most importantly, our methodology ensures the City will not only receive a comprehensive compensation study, but also a sustainable system your team can manage confidently for years to come.

We appreciate your consideration and welcome the opportunity to partner with the City of Bel Aire and are ready to assist with next steps, demonstrations, or any additional information needed during your evaluation process.

Investment Summary

The Arnold Group's rate structure for the City of Bel Aire is based on the projected time, expertise, and analytical resources required to complete a comprehensive classification and compensation study. Pricing includes full access to all deliverables, tools, and the C3 Compensation Blueprint CompBook.

Assumptions & Clarifications

This proposal and associated pricing are based on the following assumptions:

- Scope includes approximately: **50 employees | 45+ position descriptions | 9 departments**
- The City will provide requested data and documents (job descriptions, organizational charts, employee pay data, policies) in a timely manner and in an electronic format.
- Meetings with City leadership, HR, and Department Heads will be scheduled within normal business hours unless otherwise agreed.
- The project includes remote work as the default, with any onsite visits to be mutually agreed upon in advance.
- Travel, if required beyond the anticipated scope, will be treated as a pass-through cost with prior City approval.

If the scope or assumptions change materially, C3CB will work with the City to review potential impacts on project timelines and project cost.

Comprehensive Classification & Compensation Study

Single-Year Payment Structure + One Year of Included Support **Not to Exceed $16,560**

Payment Terms ***(within one year)*****:**

- 50% due at project kickoff: $8,280
- 50% due at project completion: $8,280

Included at No Additional Cost:

- One (1) year of ongoing support following contract execution
- PFA scoring for new or updated job descriptions
- Updates to salary survey data points

Project Scope Included in Pricing

Organizational Review & Documentation

- Review of organizational charts, policies, procedures, and pay practices
- Clarification meetings with departments
- Review of all existing job descriptions

Position Classification & Job Evaluation

- Development of a consistent classification structure
- PFA scoring using compensable factors (knowledge, guidelines, complexity, supervisory control, scope, contacts, physical demands, environment)
- Compensation Structure Development
- Establish non-exempt, exempt, and executive pay grades
- Build competitive pay ranges with defined minimums, midpoints, and maximums
- Identify benchmark positions and develop grade progression structure
- Define job identifiers and recommend pay differentials
- Ensure compliance with FLSA minimum salary requirements

Employee Impact & Financial Modeling

- Compa-ratio and wage penetration analysis
- Pay compression, equity, and alignment review
- Departmental and organizational financial impact summaries
- Multiple implementation scenarios for leadership consideration

Deliverables (Digital/Electronic)

- C3 Compensation Blueprint CompBook (primary tool)
- Workforce planning dashboards
- Workforce demographic summaries (tenure, gender, age, race/ethnicity)
- PFA summary and job grade conversion table
- Pay scale summaries and hiring rate guidelines
- Compensation policy and related forms
- Resolution language template for adoption

Training & Communication Resources

- Supervisor training materials (PowerPoint + PDFs)
- All-employee communication resources (PowerPoint + PDFs)
- Implementation guidance and best practices

Optional Add-On

Job Description Review, Update, and/or Creation **Not to Exceed: $3,544**

Payment Terms:

- 100% due upon delivery of completed job descriptions

Includes:

- Development of updated, consistent job descriptions reflecting accurate duties, qualifications, and expectations
- Incorporation of competencies, certifications, and KPIs
- Review of existing descriptions for accuracy and alignment
- Standardized templates for long-term use
- Job description set that serves as a foundation for recruitment, performance evaluations, and career development

C3 Compensation Blueprint | Master Services Agreement

This Master C3 Compensation Blueprint Services Agreement ("Agreement") is entered into between Arnold & Associates of Wichita, Inc., d/b/a The Arnold Group – C3 Compensation Blueprint Division ("TAG"), and the client organization executing this Agreement ("Client").

This Agreement establishes the terms and conditions governing all C3 Compensation Blueprint services provided by TAG, as may be further defined in one or more executed Client Services Authorization Agreements between the parties.

Section 1 | Scope of Services Framework

1.1 TAG provides compensation consulting services and structured compensation system capabilities through the C3 Compensation Blueprint, including but not limited to:

- compensation structure design and maintenance
- market benchmarking and competitive analysis
- classification and internal equity modeling
- compensation policy guidance
- analytical reporting and compensation decision-support insights
- scenario planning and modeling
- implementation strategies

Specific services, timelines, and fees shall be defined in a separate Client Services Authorization Agreement.

Section 2 | Client-Configurable vs. Proprietary System Elements

2.1 Client-Configurable Elements

The Client retains discretion and control over certain compensation inputs and policy variables, including:

- market movement assumptions
- maintenance adjustments (e.g., COLA / structure updates)
- implementation timing and phasing
- selection of benchmark jobs
- premium categories and compensation differentials
- other policy-driven compensation decisions

TAG may provide guidance regarding these elements; however, final determination rests solely with the Client.

2.2 TAG Proprietary System Elements

The Client acknowledges that the following components of the C3 Compensation Blueprint constitute valuable, proprietary intellectual property and trade secrets belonging to TAG:

- structural modeling logic;
- RTV (Relevant–Transferrable–Verifiable) methodology;
- weighting and benchmarking methodologies;
- progression architecture and grade relationships;
- job identifiers and associated multipliers;
- compression guardrails and internal equity frameworks;
- analytical relationships and system architecture; and
- internal recommendation logic and modeling frameworks ("TAG Proprietary System Elements").

The Client acknowledges that the TAG Proprietary System Elements are owned by TAG and are not transferred to the Client.

Section 3 | Confidentiality & Data Reliance

3.1 Confidentiality

"Confidential Information" comprises any data or information and documentation, other than Trade Secrets, which is valuable to the Company and not generally known to the public. "Trade Secrets" includes any data or information that is competitively sensitive or commercially valuable, and not generally known to the public, including, but not limited to, the TAG Proprietary System Elements, the C3 Compensation Blueprint (as defined in section 8.1), proprietary aspects of TAG IP, any scientific or technical information, design, process, procedure, formula, or improvement, computer software, object code, source code, specifications, inventions, systems information, diagrams, logic and flow and look and feel and design information of the software of TAG, whether or not patentable or copyrightable. Client agrees not to disclose or make available to any third party any Confidential Information or Trade Secrets obtained in connection with this Agreement during the term of this Agreement and after the cessation of the Agreement. Client further agrees to take reasonable precautions to maintain the confidentiality of the Confidential Information and Trade Secrets. The obligations set forth herein shall survive termination of this Agreement but shall not apply to any Trade Secrets or Confidential Information which have become generally known through no act or omission of Client, nor shall the obligations set forth herein apply to disclosures made as required by law. After termination of the Agreement, Client shall destroy all Confidential Information and Trade Secrets in possession of Client. In the event Client is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information or Trade Secrets, Client hereby agrees to provide TAG with prompt notice of such request(s) to enable TAG to seek an appropriate protective order or pursue other authorized procedures to challenge the attempt to compel disclosure. Client hereby agrees to cooperate with TAG, at TAG's expense, in its efforts to challenge such compelled disclosure.

3.2 Data Reliance

TAG's analyses, findings, and recommendations are based on information and data provided by Client or obtained from sources believed to be reliable. TAG shall not be responsible for errors, omissions, or outcomes resulting from inaccurate, incomplete, or outdated information supplied by Client.

Section 4 | Scope Control

4.1 Scope Control

Services shall be performed in accordance with scope of services defined in the Client Services Authorization Agreement. Any requests for services outside the defined scope must be authorized in writing and may result in additional fees, timeline adjustments, or amended deliverables.

4.2 Annual Support Parameters

Annual support does not include full re-studies, major organizational restructuring, large-scale reclassification initiatives, or substantial new market benchmarking unless separately authorized.

Section 5 | Advisory Role & Decision Authority

5.1 No Legal Advice

TAG does not provide legal advice. TAG provides workforce solutions consulting services and recommendations believed to be consistent with applicable law; however, Client should consult its own legal counsel regarding the legal implications of any recommendation. Client is encouraged to consult its own legal counsel prior to implementation of any recommendation.

5.2 Decision Authority

TAG may make recommendations concerning human resources matters; however, Client retains sole responsibility for all employment decisions, including but not limited to compensation adoption, classification determinations, and policy implementation.

5.3 Responsibility Allocation

Each party shall be responsible for its own acts and omissions to the fullest extent permitted by applicable law. TAG shall not be responsible for employment decisions, compensation actions, or implementation choices made by Client or the outcomes thereof.

5.4 No Guarantee of Outcomes

TAG does not guarantee specific outcomes, including employee retention, recruitment success, governing body approval, labor relations outcomes, or adoption of recommendations.

5.5 Compensation Analysis and Employment Law Considerations

TAG's analyses, compensation modeling, market benchmarking, and classification recommendations are intended to provide advisory guidance based on the information available at the time of the engagement and the professional judgment of TAG consultants.

TAG does not conduct legal compliance audits, pay equity audits, or discrimination analyses unless expressly stated in writing as part of the engagement scope defined in Client Services Authorization Agreement. TAG does not represent or warrant that compensation structures, pay ranges, classifications, or other recommendations will satisfy all federal, state, or local employment law requirements.

Client remains solely responsible for ensuring that compensation decisions, classification determinations, and employment practices comply with applicable laws, including but not limited to laws governing equal pay, pay equity, discrimination, wage and hour compliance, and collective bargaining obligations.

Client is encouraged to consult legal counsel regarding the legal implications of compensation structures, policies, or employment decisions prior to implementation.

5.6 Professional Judgment and Non-Adoption of Recommendations

TAG's analyses, findings, and recommendations are based on the professional judgment of TAG consultants, informed by the information available at the time of the engagement and the scope of services agreed upon by the parties.

Client acknowledges that governing bodies, administrative leadership, and other decision-makers may consider various policy, fiscal, operational, or political factors when evaluating recommendations.

Accordingly, Client agrees that the decision of Client, its governing body, or other officials not to adopt, modify, delay, or partially implement TAG recommendations shall not be interpreted as a deficiency in TAG's professional services or work product.

TAG's professional services are advisory in nature, and the value of such services lies in the analysis, modeling, and recommendations provided, regardless of whether those recommendations are ultimately adopted.

Section 6 | Liability & Dispute Framework

6.1 Limitation of Liability

To the fullest extent permitted by applicable law, each Party shall be responsible for its own acts and omissions. TAG's total liability arising out of or related to this Agreement shall not exceed the total fees actually paid to TAG under this Agreement. In no event shall either Party be liable to the other for any indirect, incidental, consequential, special, or punitive damages.

The foregoing limitation of liability shall not apply to damages arising from a Party's gross negligence, willful misconduct, fraud, breach of its confidentiality obligations, or infringement or misappropriation of the intellectual property rights of another. Nothing herein shall be construed as a waiver of any rights or remedies available to the Client under applicable law.

6.2 No Arbitration / Fee-Shifting

The parties acknowledge that disputes arising under this Agreement shall be resolved in accordance with applicable law in the jurisdiction in which the Client is located, unless otherwise required by applicable public-sector legal or jurisdictional requirements. Nothing in this Agreement shall require binding arbitration or attorney-fee shifting unless expressly authorized by applicable law.

Section 7 | Governing Law & Contract Structure

7.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Client is located, including any limitations applicable to public entities.

7.2 Contract Coordination / Supremacy Acknowledgment

This Agreement is intended to supplement any applicable statutory, regulatory, and required public-sector contractual provisions governing the Client, including Client's contract documents and Exhibits D and E. In the event of any conflict between this Agreement and applicable law or Client's contract documents, the applicable law and Client's contract documents shall control.

7.3 Entire Agreement

This Agreement, together with any referenced proposal, scope of services, any executed Client Services Authorization Agreement, and all exhibits incorporated into the Parties' executed agreement, including the Client's Exhibits D and E, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements relating to the subject matter herein.

7.4 No Waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to the Client under applicable federal, state, or local law. All obligations of the Client are subject to applicable laws governing public entities.

7.5 No Waiver of Rights (TAG)

No provision of this Agreement shall be deemed or construed as a waiver of any rights, defenses, or protections available to TAG under applicable law, except to the extent expressly stated herein.

7.6 Jurisdiction-Specific Addenda

The parties acknowledge that certain engagements may require the inclusion of jurisdiction-specific provisions or addenda to comply with applicable laws or regulations. Any such provisions shall be incorporated by reference or attached as an addendum and shall apply only to the extent required by applicable law.

Section 8 | Intellectual Property & Use Restrictions

8.1 Intellectual Property Ownership and License

The compensation modeling systems, methodologies, analytical frameworks, designs, trademarks, works, formulas, proprietary compensation modeling methodologies, proprietary formulas, modeling structures, spreadsheet architecture, analytical relationships, compensation progression calculations, analytical frameworks, structural designs, and system architecture templates, structures, and proprietary tools, including the TAG Proprietary System Elements, used in the creation of the C3 Compensation Blueprint remain the exclusive intellectual property of TAG ("TAG IP").

C3 Compensation Blueprint Defined:

For purposes of this Agreement, the "C3 Compensation Blueprint" includes any CompBook, compensation modeling structures, analytical frameworks, formulas, classification methodologies, system architecture, the TAG Proprietary System Elements, and related analytical tools used by TAG in developing compensation systems.

Client shall own the adopted compensation structures, pay plans, or other implementation outcomes resulting from the C3 Compensation Blueprint prepared specifically for Client under this engagement ("Deliverables"); however, nothing in this Agreement constitutes a transfer of ownership of TAG IP.

TAG grants Client a non-exclusive, non-transferable license to use the C3 Compensation Blueprint end user software internally for generating Deliverables without the right to sublicense.

8.2 No Third-Party Rights or Reliance

Nothing in this Agreement is intended to create, nor shall it be construed to create, any rights in or obligations to any third party. The Deliverables are intended solely for the internal use and benefit of Client and shall not be relied upon by any third party for any purpose. Client shall indemnify, defend, and hold harmless TAG from any from and against any damages, losses, liabilities or costs arising out of unauthorized distribution or third-party reliance on Deliverables.

8.3 Use of Materials by Other Consultants

Client may provide Deliverables to legal counsel, auditors, governing bodies, or other professional advisors as reasonably necessary for governance or administrative purposes.

Nothing in this provision prevents Client from engaging other advisors to review compensation structures or provide independent professional opinions, provided such advisors do not use TAG IP to recreate the underlying system.

8.4 No Replication or Derivative Systems

Client acknowledges that the C3 Compensation Blueprint incorporates TAG IP developed by TAG through significant professional expertise and investment.

Client shall not directly or indirectly:

- extract, replicate, recreate, reverse engineer, or distribute TAG IP;
- use Deliverables or TAG IP for developing derivative or competitive systems; or
- provide TAG IP or Deliverables to third parties for the purpose of extracting, replicating, recreating, reverse engineering, or distributing TAG IP.

Nothing in this provision restricts Client from:

- administering its compensation program using the Deliverables;
- utilizing Deliverables for internal administration and governance purposes;
- engaging independent advisors to review compensation practices; or
- developing independent compensation strategies that do not rely upon TAG IP.

8.5 Proprietary Analytical Tool Designation

The parties acknowledge that certain materials provided by TAG during the course of this Agreement may be delivered in spreadsheet or similar electronic formats for ease of use and review.

Notwithstanding the file format in which such materials are delivered, any TAG IP, Confidential Information, or Trade Secrets included or embedded within the materials remain the sole property of TAG and are subject to the provisions of this Agreement.

Client acknowledges the spreadsheet or electronic format of these materials is incidental to their function and does not alter or diminish TAG's ownership or nature of the underlying TAG IP, Confidential Information, or Trade Secrets embedded within such materials.

Client acknowledges that the C3 Compensation Blueprint end user software is provided as a licensed analytical tool for internal compensation administration purposes and not as a transfer of ownership of the underlying TAG IP, Confidential Information, or Trade Secrets.

Section 9 | Public Records & Disclosure

9.1 The parties acknowledge that Deliverables, including job titles, pay ranges, pay grades, and adopted salary schedules, may constitute public information subject to disclosure under applicable public records laws.

Consistent with section 3, and for the avoidance of doubt, aspects of the C3 Compensation Blueprint include Trade Secrets and Confidential Information that are distinct from the Deliverables.

Accordingly, any Trade Secrets and Confidential Information therein are not necessary for public understanding of adopted compensation structures, and to the extent permitted by applicable law, Client shall make best efforts to separate, redact, and/or withhold the Trade Secrets and Confidential Information from disclosure under applicable public records exemptions.

Client further acknowledge that TAG is a private entity and is not subject to public records laws, open records statutes, or freedom of information laws. Any such obligations apply solely to the Client, and not to TAG, except to the extent required by applicable law. Nothing in this Agreement shall be construed as requiring TAG to produce Trade Secrets or Confidential Information except as required by applicable legal processes. Client acknowledges that such separation supports transparency of public compensation outcomes while preserving the integrity of TAG's Confidential Information and Trade Secrets.

Section 10 | Termination & Non-Appropriation

10.1 Non-Appropriation / Early Termination

In the event this Agreement is terminated for convenience or due to non-appropriation of funds, TAG shall be compensated for all services performed and milestones completed through the effective termination date. Compensation for services performed is subject to applicable non-appropriation, fiscal-year, and public-entity funding requirements under applicable law.

Section 11 | Non-Solicitation

11.1 No-Hire Provision / Employees' Restrictive Covenants

During the Project and for one (1) year following completion or termination, Client shall not directly or indirectly solicit any TAG employees or consultants who worked on the Project to leave TAG's employment. This provision does not restrict general solicitations not targeted at TAG personnel.

After such personnel cease employment with TAG, Client may employ or retain them in any capacity, provided Client did not solicit them to leave TAG's employment. TAG shall waive enforcement of restrictive covenants to the extent necessary to permit such engagement.

If Client hires a TAG employee in violation of this provision, Client shall pay a placement fee equal to 25% of the employee's annual compensation, or TAG's standard placement fee then in effect.

Section 12 | Force Majeure

12.1 Events Beyond Reasonable Control

Neither party shall be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond the party's reasonable control, including acts of God, natural disasters, governmental actions, labor disputes, system failures, or other similar events. The affected party shall provide reasonable notice and resume performance as soon as practicable. If such delay continues for an extended period, the parties will work in good faith to adjust timelines, scope, or project scheduling as reasonably necessary.

Section 13 | C3 Compensation Blueprint System Delivery Conditions

13.1 Draft / Working Materials

Preliminary analyses, working files, and C3 Compensation Blueprint materials may be shared with Client staff for review, validation, and discussion purposes only. These materials are not implementation-ready and shall no relied upon for compensation, classification, or employment decisions.

Draft materials may contain embedded formulas, modeling structures, and analytical frameworks that are proprietary to TAG and are provided solely for review purposes.

13.2 Implementation Authorization

Final implementation-ready C3 Compensation Blueprint materials are released only after:

a. formal approval by the Client governing body to proceed with implementation of the project recommendations; and
b. confirmation that all invoiced amounts related to the engagement are paid and current in accordance with the agreed billing schedule.

13.3 Purpose & Safeguard Statement

This sequencing is intended to ensure accuracy, authorization, version control, and alignment with Client governance and approval processes prior to implementation and is not intended to restrict access to information necessary for review or decision-making.

Section 14 | Execution

14.1 Authorization

By signing below, the parties acknowledge and agree to the terms of this Master C3 Compensation Blueprint Services Agreement, which shall govern all services performed by TAG pursuant to any executed Client Services Authorization Agreement.

14.2 Effective Date

This Agreement shall be effective as of the date of the last signature below.

Accepted and Agreed:

Arnold & Associates of Wichita, Inc.
d/b/a The Arnold Group
C3 Compensation Blueprint Division

Address:	530 S. Topeka, Wichita, KS 67202
By:	
Name:	
Title:	
Date:	

Client Organization:	
Address:	
By:	
Name:	
Title:	
Date:	

Title must reflect authorized approval consistent with governing body or administrative authority. The undersigned certifies that this Authorization has been approved in accordance with the Client's applicable governance and authorization requirements

COMPENSATION BLUEPRINT

Client Services Authorization Agreement

Client Organization: **City of Bel Aire** (“Client”)

Client Address: **7651 East Central Park Avenue, Bel Aire, Kansas, 67226**

Primary Contact, Title: Name, Title

Service Provider: Arnold & Associates of Wichita, Inc.
d/b/a The Arnold Group
C3 Compensation Blueprint Division (“TAG”)

Authorization: The Client hereby authorizes TAG to perform the C3 Compensation Blueprint services identified below in accordance with the Master C3 Compensation Blueprint Services Agreement and the agreed scope of services.

Authorized Service: C3 Annual Support Services – **FY#### / CY####**
Services may include:
- C3 Compensation Blueprint maintenance and updates
- classification and job evaluation support
- annual compensation and pay structure review
- internal equity and compression analysis
- support for compensation policy or implementation questions
- consultation regarding compensation administration and planning

Service Term: Start Date: MM/DD/YYYY
End Date: MM/DD/YYYY
Unless otherwise specified, annual support services are provided for a one-year period.

Project / Service Fee: $16,560.00
Annual support services fee unless otherwise specified. Payment terms are Net 30 days from invoice date, unless otherwise required by applicable public-entity payment procedures.

Scope Clarification: Annual support services are intended to maintain and support the existing compensation framework developed through the C3 Compensation Blueprint. Services do not include full compensation re-studies, major organizational restructuring, or large-scale reclassification initiatives unless separately authorized.

Governing Terms: This Client Services Authorization Agreement is issued pursuant to and governed by the Master C3 Compensation Blueprint Services Agreement between the parties. In the event of any conflict, the Master Agreement is intended to supplement any applicable statutory, regulatory, and required public-sector contractual provisions governing the Client, including Client’s contract documents and Exhibits D and E. In the event of any conflict between this Agreement and applicable law or Client’s contract documents, the applicable law and Client’s contract documents shall control.

Effective Date: Effective date shall be the date of the last signature below.

Arnold & Associates of Wichita, Inc. d/b/a The Arnold Group, C3 Compensation Blueprint Division

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Client Organization: ______________________________

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Title must reflect authorized approval consistent with governing body or administrative authority. The undersigned certifies that this Authorization has been approved in accordance with the Client’s applicable governance and authorization requirements

EXHIBIT D

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due to Lack of Funding Appropriation**. If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.).* City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a

certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.)*, Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.)* in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
    a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
    b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
    c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
    d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
    e. Exempted from these requirements are:
        1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).

2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars ($5,000.00) or less during the City's Fiscal Year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **<u>Ownership of Data.</u>** All data, forms, procedures, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **<u>Tariffs.</u>** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. <u>Contractor Use of Artificial Intelligence.</u>

a. Meeting Recording. Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or Al-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

EXHIBIT E
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

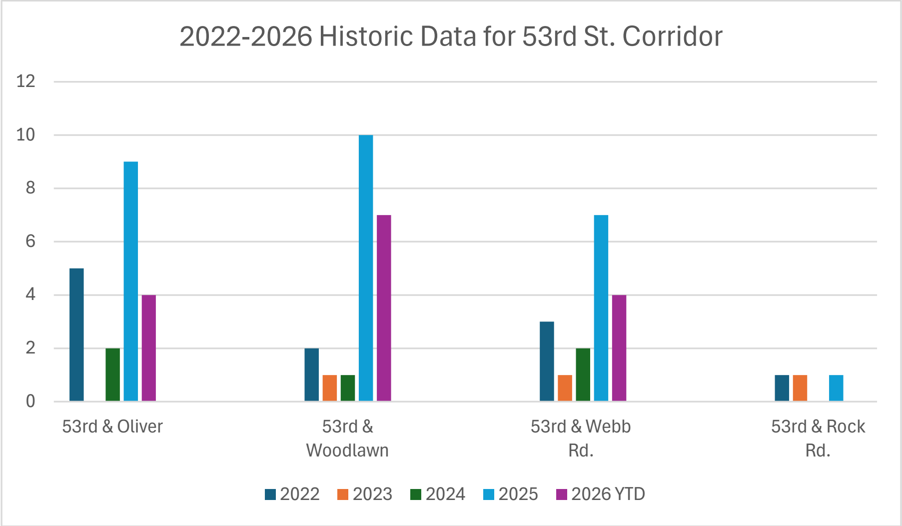
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.

9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.

Historic Crash Data for:

	2022	2023	2024	2025	2026 YTD
53rd & Oliver	5	0	2	9	4
53rd & Woodlawn	2	1	1	10	7
53rd & Webb Rd.	3	1	2	7	4
53rd & Rock Rd.	1	1	0	1	0



MANAGER’S REPORT

DATE: June 10, 2026

TO: Mayor Benage and City Council

FROM: Ted Henry, City Manager

RE: June 16, 2026 Agenda

Consent Agenda (VI)

- Minutes of June 16, 2026
- Change Orders for Street Maintenance Program

The consent agenda includes the minutes from the previous regular City Council meeting and three (3) change orders for the 2026 Street Maintenance Program. On May 20, in the interest of completing the project efficiently and minimizing delays, the City Council approved Resolution R-2026-15, authorizing the Mayor and City Manager to jointly approve change orders for this project up to $150,000. Although each of the three (3) change orders falls within the City Manager’s approval authority, they are included on the consent agenda for the Council's information and to maintain transparency regarding the project's progress.

Appropriations Ordinance (Item VII)

This appropriation ordinance encompasses 06/09/2026 through 06/30/2026 expenses and one payroll cycle. Expenditures amounted to $1,533,157.08. Of the reported expenses, $716,710.85 are infrastructure costs for new developments. These costs are paid through special assessments.

Resolution Setting RNR Hearing, and Notice to the County (Item A)

This item includes a recommendation for the City Council to approve the Notice to be submitted to Sedgwick County and the Resolution of Intent, which will be published on the City's website and in the Ark Valley News. Each year, any taxing jurisdiction that intends to exceed its calculated Revenue Neutral Rate (RNR) must notify the Sedgwick County Clerk by July 20. This deadline provides the County sufficient time to prepare and mail revenue neutral rate notices to all property owners within each taxing jurisdiction. As discussed during the June 16, 2026, Budget Workshop, the Intent to Exceed the Revenue Neutral Rate does not establish the City's 2027 mill levy. Rather, it establishes the maximum amount of property tax revenue the City may levy for the 2027 budget. The City may ultimately adopt a lower property tax levy if it chooses. The notice must include the proposed property tax amount to be levied, the date and time of the Revenue Neutral Rate hearing, and the location where the hearing will be held.

Donation to Friends of McConnell (Item B)

At the June 16 City Council meeting, Randy White presented information about the Friends of McConnell program and asked the Council to consider supporting the organization through a donation. Following the presentation, Mayor Benage requested that this item be placed on a future agenda for Council consideration. A draft resolution has been included in the agenda packet. After discussion, if the Council wishes to participate in the program, it may adopt the resolution.

KDOT Change Order #1 to 53rd Street Multi-Use Path (Item C)

During the initial pre-construction meeting for the 53rd Street Multi-Use Path project, the need was identified to add bid items for adjusting a manhole to final grade and installing filter socks for erosion control. Sheet 10 of the project plans identifies a manhole that requires adjustment due to an elevation change, however, no bid item was included for this work, nor was it identified as subsidiary to another pay item in the contract. In addition, because of the amount of construction occurring adjacent to the 53rd Street roadside ditch, staff recommends adding filter socks to help control sediment and prevent silt from entering the ditch during construction. The original contract amount is $588,362.04, and Change Order No. 1 adds an estimated $3,932.25, resulting in a revised contract total of $592,294.29. The quantities included in the change order are estimates, and final payment will be based on the actual quantities measured and installed in the field.

KDOT Change Order #2 to 53rd Street Multi-Use Path (Item D)

The 53rd Street Multi-Use Path project experienced an unexpected delay earlier this year after the City was notified that access agreements had not been secured for construction within the Phillips 66 and KPC pipeline easements. To avoid delaying the entire project, staff worked with KDOT to remove the portion of the project east of Station 51+00 from the original contract while negotiations with the pipeline companies continued. Staff immediately began coordinating with both pipeline companies and KDOT. This change order includes the removal of all items east of Station 51+00. The change order also includes additional grading needed to accommodate field conditions that changed after the project plans were completed due to adjacent development and construction activities along the corridor.

Contract with Arnold Group for Compensation Study (Item E)

The 2026 budget includes funding for a compensation study to provide insight and analysis for implementing a new pay scale in the 2027 budget. City staff have completed substantial preliminary work and recommend hiring a professional firm with municipal and county experience to complete the study before the end of the year.

The Arnold Group (TAG) submitted a quote of $16,560 to complete a Classification and Compensation Study in 2026 and effective 2027. TAG recently completed Andover’s 2025 study and is currently updating Bel Aire’s job descriptions. Comparable projects in similar sized cities ranged from $24,150 to $86,450, making TAG’s proposal competitive. Although the cost exceeds the initial budget, a professional study is expected to reduce long-term costs associated with turnover, inequitable pay, and misaligned salary structures.

The City Manager, Director of Finance, and Director of Human Resources agree that hiring a qualified professional firm is the most effective and responsible approach. Completing this study will help Bel Aire implement a fair, competitive, and market-aligned pay system that improves recruitment, retention, and internal equity.

Executive Session

Staff is not aware of the need for an executive session at this time.

Discussion and Future Issues

- Staff Report: Change Order 3 for the 53rd and Woodlawn Multi-use path crossing

** Shortly before the agenda was published, staff received pricing to add the sidewalk crossing back into the project. Staff is coordinating with KDOT to prepare the official change order for City Council consideration at the July 7 meeting. This item is being presented under Discussion and Future Issues to provide the Council with the most current information available at the time the agenda was published and to allow time for review prior to formal action.

- Reminder: City Council Workshop to be held on July 14, 2026 at 7:00 p.m.
- Discussion of Traffic Controls for 53rd & Webb, and 53rd & Oliver