



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 16, 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: Michael Wearda

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

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

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. 26-11 in the amount of \$1,325,449.02.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-11.

Motion ____ Second ____ Vote ____

VIII. CITY REQUESTED APPEARANCES

A. Randy White - Friends of McConnell program

B. Kent Koehler - Sedgwick County Fire District No. 1

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

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 (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.

Action: Motion to (Approve / Deny / Table) Change Order No. 26 with Pearson Construction, LLC., for the Woodlawn Roadway Project, and authorize the necessary signatures, for:

Alternative 1: Remove & Replace Material with geogrid in an amount not to exceed \$1,039,880.00.

Alternative 2: Use Lime Treated Subgrade with geogrid in an amount not to exceed \$712,024.00.

Motion _____ Second _____ Vote _____

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.

Action: Motion to (Approve / Deny / Table) the Fireworks Display Permit Application from Waz Up Fireworks; (Approve / Deny / Table) the Request for Waiver of the \$250.00 Public Display Permit Fee; and authorize city staff to execute the necessary documents.

Motion _____ Second _____ Vote _____

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.

Action: Motion to (Approve/Deny/Table) 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.

Motion _____ Second _____ Vote _____

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

Action: Motion to (Approve / Deny / Table) the bid from Kansas Paving, in an amount not to exceed \$574,081.45; approve the contract (As Presented / As Amended); and authorize the Mayor and city staff to sign all necessary documents.

Motion _____ Second _____ 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.

Action: Motion to (Approve / Deny / Table) the Encroachment Agreement with Phillips 66 Pipeline, LLC, for the 53rd Street Multi-Use Path Project, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

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.

Action: Motion to (Approve / Deny / Table) the Encroachment Agreement with KPC Pipeline LLC, for the 53rd Street Multi-Use Path Project, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A.** **Action:** Motion 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 (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. Draft letter regarding K-254

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

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Financial Report, May 2026
- B.** Rec Activities - May 2026
- C.** City Manager's Report - June 16, 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 02, 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 Tyler Dehn, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. Councilmember Greg Davied was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Director of Community Development Paula Downs, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. National Flag Week - June 14-20, 2026

Mayor Benage read the proclamation aloud and signed it.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approval of Minutes of the May 19, 2026 City Council meeting.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-10 in the amount of \$653,400.63.

MOTION: Councilmember Hamburg moved to approve appropriations Ordinance No. 26-10. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

IX. CITY REQUESTED APPEARANCES: None.

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg noted that on Thursday a public open house will be held by KDOT for the K254 interchange.

Councilmember Proctor met with Derby Mayor Mark Staats about Derby’s Chamber.

Councilmember Dehn also noted the upcoming public open house for the K-254 interchange.

B. Mayor's Report

Mayor Benage reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA). He thanked Public Works staff for their recent quick repair of a pothole. He noted that on Friday, June 5th there will be a ribbon cutting for a new business in Bel Aire, Walk Your Plans.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on Kansas Legislature’s SB244 and how it may impact cities.

D. City Manager Report

City Manager Ted Henry noted that Woodlawn construction has paused; a full update on the status of the project is available on the city’s website. The Council is waiting to receive a change order. Staff are pushing to get the change order as soon as possible.

Regarding upcoming events, Mr. Henry noted the next Chamber meeting will be held on June 4th at 11:30 a.m. and the ribbon cutting for Walk Your Plans will be held on June 5th. He encouraged the public to attend and give input at the K-254 open house this Thursday.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A First Amendment to the 2026 Funding Agreement with The Bel Aire Chamber Of Commerce that was Approved by Council on November 18, 2025.

Luis Rodriguez, Chamber President, and Gary O’Neal, Chamber Member, stood for questions from the Council.

MOTION: Councilmember Hamburg moved to approve First Amendment to the 2026 Funding Agreement with the Bel Aire Chamber of Commerce as presented and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

B. Consideration of an Ordinance Amending Chapter 17, Building Code Updates.

Mayor Benage recommended tabling this Ordinance to reevaluate it against a recent Senate Bill, SB418.

MOTION: Councilmember Proctor moved to table An Ordinance Amending the Building Code As Presented. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

C. Consideration of Professional Engineering Consultants (PEC) Work Order No 26-20 for Woodlawn, 37th to 45th Regarding Construction Administration at \$162,500.00.

MOTION: Councilmember Dehn moved to approve the PEC Work Order No 26-20 for Woodlawn Construction Administration in an amount not to exceed \$162,500 and authorize the Mayor to sign. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

D. Consideration of A Purchase Contract with JCI Industries, Inc., for Goods and Services (New Submersible Pump at \$78,265 or Pump Repair at \$68,500.)

MOTION: Councilmember McIntosh moved to approve the Contract with JCI for a new submersible pump, in an amount not to exceed \$78,265.00, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

E. Consideration of a Fireworks Display Agreement with Waz Up Fireworks, Inc., for a Fireworks Display as part the City's annual National Night Out celebration at \$10,000.

MOTION: Councilmember Proctor moved to approve the Agreement with Waz Up Fireworks, in an amount not to exceed \$10,000, and authorize the Mayor to sign. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

XIII. EXECUTIVE SESSION: None.

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - June 9, 2026 at 7:00 p.m.

City Manager Ted Henry briefly mentioned topics that may be on the agenda for the next workshop. No official action was taken.

XV. ADJOURNMENT

MOTION: Councilmember Hamburg moved to adjourn. Councilmember Dehn 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



City of Bel Aire, KS

AP **Section VII, Item A.**
By Vendor DBA

Payment Dates 5/27/2026 - 6/8/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0110 -					
AAA PORTABLE SERVICES LLC	PORTABLE RESTROOM-REC	06/04/2026	06/05/2026		150.00
Vendor DBA 0110 - AAA PORTABLE SERVICES LLC Total:					150.00
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	05/28/2026	06/01/2026		374.42
AFLAC	EMPLOYEE MONTHLY PREMI...	05/28/2026	06/01/2026		131.04
Vendor DBA 0178 - AFLAC Total:					505.46
Vendor DBA: 1548 -					
ALLEN, GIBBS & HOULIK, LC/A...	2025-AUDIT PROGRESS	06/03/2026	06/05/2026		6,000.00
Vendor DBA 1548 - ALLEN, GIBBS & HOULIK, LC/AGH Total:					6,000.00
Vendor DBA: 1042 -					
ASCAP	MUSIC LICENSE RENEWAL 2026	05/28/2026	05/29/2026		2.75
ASCAP	MUSIC LICENSE RENEWAL 2026	05/28/2026	05/29/2026		2.75
ASCAP	MUSIC LICENSE RENEWAL 2026	05/28/2026	05/29/2026		2.75
ASCAP	MUSIC LICENSE RENEWAL 2026	05/28/2026	05/29/2026		2.75
Vendor DBA 1042 - ASCAP Total:					11.00
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	05/26/2026	05/29/2026		170.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					170.00
Vendor DBA: 3116 -					
BARR LLC	UTILTIY PAYMENT REFUND	06/03/2026	06/05/2026		4.39
BARR LLC	UTILITY PAYMENT REFUND	06/02/2026	06/05/2026		84.46
Vendor DBA 3116 - BARR LLC Total:					88.85
Vendor DBA: 0232 -					
BEST SUPPLY CO	VEHICLE/EQUIP SUPPLIES/PA...	05/27/2026	05/29/2026		226.16
Vendor DBA 0232 - BEST SUPPLY CO Total:					226.16
Vendor DBA: T0762 -					
BYBEE ELECTRIC	SUBPANEL INSTALLATION-NE...	05/27/2026	05/29/2026	029-8893	2,247.68
Vendor DBA T0762 - BYBEE ELECTRIC Total:					2,247.68
Vendor DBA: 2164 -					
CHRISTOPHER HARDWICK	YOUTH SPORTS OFFICIAL	06/02/2026	06/05/2026		100.00
Vendor DBA 2164 - CHRISTOPHER HARDWICK Total:					100.00
Vendor DBA: 2161 - COOPER LAW OFFICES					
COOPER LAW OFFICES	CRT APPOINTED ATTY SVC	06/03/2026	06/05/2026		741.00
Vendor DBA 2161 - COOPER LAW OFFICES Total:					741.00
Vendor DBA: 2062 -					
CORE & MAIN LP	DRAINAGE SYSTEM SUPPLIES	05/27/2026	05/29/2026		961.86
CORE & MAIN LP	DRAINAGE SYSTEM SUPPLIES	05/27/2026	05/29/2026		893.91
CORE & MAIN LP	WATER METER SUPPLIES	06/03/2026	06/05/2026		1,446.40
Vendor DBA 2062 - CORE & MAIN LP Total:					3,302.17
Vendor DBA: 1798 -					
CRAFCO, INC	MATERIALS/SUPPLIES-STREET...	06/03/2026	06/05/2026		3,474.00
CRAFCO, INC	MATERIALS/SUPPLIES-STREET...	06/04/2026	06/05/2026		141.22
CRAFCO, INC	MATERIALS/SUPPLIES-STREET...	06/03/2026	06/05/2026		2,940.00
Vendor DBA 1798 - CRAFCO, INC Total:					6,555.22
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/27/2026	05/29/2026		6.73
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/27/2026	05/29/2026		6.72
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/27/2026	05/29/2026		6.73
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/27/2026	05/29/2026		6.72

AP ORDINANCE

Payment D

Section VII, Item A.

26

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CULLIGAN OF WICHITA / WICH...	WATER SERVICE - PD	05/27/2026	05/29/2026		23.00
CULLIGAN OF WICHITA / WICH...	WATER SERVICE-CH	05/27/2026	05/29/2026		51.50
Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:					101.40
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	06/26 MONTHLY PREMIUM	05/28/2026	06/01/2026		2,662.60
DELTA DENTAL PLAN of KANS...	06/26 MONTHLY PREMIUM	05/28/2026	06/01/2026		226.16
DELTA DENTAL PLAN of KANS...	06/26 MONTHLY PREMIUM	05/28/2026	06/01/2026		379.92
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					3,268.68
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER OVERAGE	06/03/2026	06/05/2026		42.83
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					42.83
Vendor DBA: 2415 -					
EMPAC, INC	EMPLOYEE ASSIST PROGRAM...	06/03/2026	06/05/2026		548.55
Vendor DBA 2415 - EMPAC, INC Total:					548.55
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/02/2026	06/05/2026		50.28
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/02/2026	06/05/2026		28.93
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/02/2026	06/05/2026		218.58
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/02/2026	06/05/2026		29.46
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/02/2026	06/05/2026		52.09
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		206.98
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		124.18
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		248.37
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		248.37
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		654.30
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/02/2026	06/05/2026		111.27
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		29.24
EVERGY KANSAS CENTRAL INC	POOL	06/02/2026	06/05/2026		424.80
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		143.26
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		85.96
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		171.92
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/02/2026	06/05/2026		171.92
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/02/2026	06/05/2026		73.68
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		60.27
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		190.45
EVERGY KANSAS CENTRAL INC	REC	06/02/2026	06/05/2026		30.62
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/02/2026	06/05/2026		52.11
EVERGY KANSAS CENTRAL INC	REC	06/02/2026	06/05/2026		408.94
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/02/2026	06/05/2026		30.80
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		365.09
EVERGY KANSAS CENTRAL INC	CITY HALL	06/02/2026	06/05/2026		1,468.32
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/02/2026	06/05/2026		35.25
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/02/2026	06/05/2026		78.57
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/02/2026	06/05/2026		62.30
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/02/2026	06/05/2026		236.74
EVERGY KANSAS CENTRAL INC	SPRINKLER	06/02/2026	06/05/2026		28.92
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/02/2026	06/05/2026		234.43
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/02/2026	06/05/2026		94.71
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					6,451.11
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	05/12/2026	05/29/2026		1,144.46
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	05/12/2026	05/29/2026		1,144.46
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	05/12/2026	05/29/2026		1,144.47
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	05/12/2026	05/29/2026		1,144.46
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	05/27/2026	05/29/2026		1,329.94
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	06/03/2026	06/05/2026		61.83
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	06/03/2026	06/05/2026		70.96
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					6,040.58

AP ORDINANCE

Payment D

Section VII, Item A.

26

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0187 -					
FERRELLGAS	CYLINDER REFILLS	06/04/2026	06/05/2026		90.19
FERRELLGAS	CYLINDER REFILLS	06/04/2026	06/05/2026		51.52
Vendor DBA 0187 - FERRELLGAS Total:					141.71
Vendor DBA: 2081 -					
GARVER	2026 BEL AIRE VILLAGE WATE...	06/03/2026	06/05/2026	033-8830	4,006.50
GARVER	2026 BEL AIRE VILLAGE WATE...	06/03/2026	06/05/2026	033-8830	678.00
GARVER	CITY OF BEL AIRE KANSAS MSA	06/03/2026	06/05/2026		229.00
GARVER	45TH OLIVER-WOODLAWN DI...	06/03/2026	06/05/2026	021-8832	1,867.58
Vendor DBA 2081 - GARVER Total:					6,781.08
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MT...	06/04/2026	06/05/2026		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		67.18
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		716.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		201.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2026	06/05/2026		223.85
Vendor DBA 2582 - IMAGINE IT INC Total:					2,373.85
Vendor DBA: 2290 -					
JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL	06/02/2026	06/05/2026		150.00
Vendor DBA 2290 - JEFFREY HARDWICK Total:					150.00
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	06/03/2026	06/05/2026		65.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					65.00
Vendor DBA: 0283 -					
K M I T-KANSAS MUNICIPAL I...	2025 WORKMANS COMP INS...	06/03/2026	06/05/2026		41.00
K M I T-KANSAS MUNICIPAL I...	2025 WORKMANS COMP INS...	06/03/2026	06/05/2026		1,320.00
K M I T-KANSAS MUNICIPAL I...	2025 WORKMANS COMP INS...	06/03/2026	06/05/2026		2,850.00
K M I T-KANSAS MUNICIPAL I...	2025 WORKMANS COMP INS...	06/03/2026	06/05/2026		758.00
Vendor DBA 0283 - K M I T-KANSAS MUNICIPAL INSURANCE TRUST Total:					4,969.00
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	05/22/2026	05/27/2026		216.58
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	05/22/2026	05/27/2026		56.24
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/22/2026	05/27/2026		25.62
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/22/2026	05/27/2026		25.63
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/22/2026	05/27/2026		25.63
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/22/2026	05/27/2026		25.63
KANSAS GAS SERVICE	REC UTILITIES	05/22/2026	05/27/2026		129.12
KANSAS GAS SERVICE	POOL UTILITIES	05/26/2026	05/27/2026		50.86
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					555.31
Vendor DBA: 0076 - KANSAS PAVING					
KANSAS PAVING	PAVING IMPROVEMENTSTO P...	05/28/2026	05/29/2026	010-8882	93,144.65
Vendor DBA 0076 - KANSAS PAVING Total:					93,144.65
Vendor DBA: 0169 -					
KANSAS STATE TREASURER-B...	BOND PAYMENT	04/22/2026	05/29/2026		137,100.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANSAS STATE TREASURER-B...	BOND PAYMENT	04/22/2026	05/29/2026	028-8804	187,085.00
KANSAS STATE TREASURER-B...	BOND PAYMENT	04/22/2026	05/29/2026	023-8804	140,234.38
Vendor DBA 0169 - KANSAS STATE TREASURER-BOND SVC. Total:					464,419.38
Vendor DBA: 3113 - KSDE					
KSDE	TRAINING/SAFE & SUPPORTIV...	05/28/2026	05/29/2026		35.00
Vendor DBA 3113 - KSDE Total:					35.00
Vendor DBA: 1376 -					
KURT KONDA	YOUTH SPORTS OFFICIAL	06/02/2026	06/05/2026		90.00
Vendor DBA 1376 - KURT KONDA Total:					90.00
Vendor DBA: 3112 -					
LAQUITTA PARKER	BOND REFUND	05/27/2026	05/29/2026		76.00
LAQUITTA PARKER	BOND REFUND	05/27/2026	05/29/2026		57.00
Vendor DBA 3112 - LAQUITTA PARKER Total:					133.00
Vendor DBA: 3073 -					
LIFT TRUCK CENTERS	VEHICLE/EQUIP PURCHASE	06/04/2026	06/05/2026		37,563.70
Vendor DBA 3073 - LIFT TRUCK CENTERS Total:					37,563.70
Vendor DBA: 1326 - LOGO DEPOT					
LOGO DEPOT	UNIFORMS & CLOTHING	06/03/2026	06/05/2026		95.55
LOGO DEPOT	UNIFORMS/CLOTHING	06/03/2026	06/05/2026		35.50
Vendor DBA 1326 - LOGO DEPOT Total:					131.05
Vendor DBA: 1282 -					
M6 CONCRETE ACCESSORIES	CONSTRUCTION MATERIAL/S...	05/27/2026	05/29/2026		63.52
Vendor DBA 1282 - M6 CONCRETE ACCESSORIES Total:					63.52
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	06/02/2026	06/05/2026		120.00
Vendor DBA 0264 - MARTY A HESS Total:					120.00
Vendor DBA: 0293 -					
MAXIMUM OUTDOOR EQUIP...	VEHICLE/EQUIP SUPPLIES/PA...	05/27/2026	05/29/2026		142.05
MAXIMUM OUTDOOR EQUIP...	CLEANING SUPPLIES	06/03/2026	06/05/2026		55.78
MAXIMUM OUTDOOR EQUIP...	VEH/EQUIP SUPPLIES/PARTS	06/03/2026	06/05/2026		15.62
Vendor DBA 0293 - MAXIMUM OUTDOOR EQUIPMENT/SVC Total:					213.45
Vendor DBA: 2567 -					
MIDWEST GARAGE LLC	GRAPHICS APPLIED/INSTALL	05/27/2026	05/29/2026		600.00
Vendor DBA 2567 - MIDWEST GARAGE LLC Total:					600.00
Vendor DBA: 2690 -					
MOUNTAINLAND SUPPLIES-T...	WATER SYSTEM SUPPLIES	05/28/2026	05/29/2026		905.00
MOUNTAINLAND SUPPLIES-T...	WATER SYSTEM SUPPLIES	05/28/2026	05/29/2026		580.00
Vendor DBA 2690 - MOUNTAINLAND SUPPLIES-THE TAP Total:					1,485.00
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY					
NATIONAL CENTER FOR SAFETY	YOUTH SPORTS OFFICIAL BAC...	06/03/2026	06/05/2026		385.00
Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:					385.00
Vendor DBA: 1834 -					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/28/2026	05/29/2026		40.00
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/28/2026	05/29/2026		45.00
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/28/2026	05/29/2026		127.40
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	05/28/2026	05/29/2026		40.00
Vendor DBA 1834 - NATIONAL SCREENING BUREAU Total:					252.40
Vendor DBA: 0460 -					
NATIONAL SIGN COMPANY, L...	SIGNS, MATERIALS/SUPPLIES	05/27/2026	05/29/2026		1,220.00
Vendor DBA 0460 - NATIONAL SIGN COMPANY, LLC/BARCO MUNICIPAL PROD. Total:					1,220.00
Vendor DBA: 2296 -					
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	06/02/2026	06/05/2026		120.00
Vendor DBA 2296 - NICHALAS HARDWICK Total:					120.00
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/28/2026	05/29/2026		401.99

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/28/2026	05/29/2026		2.02
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/04/2026	06/05/2026		83.92
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/04/2026	06/05/2026		7.56
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					495.49
Vendor DBA: 2524 -					
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	05/28/2026	05/29/2026	005-8882	457,578.43
Vendor DBA 2524 - PEARSON CONSTRUCTION LLC Total:					457,578.43
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE SUNFLOWER 4TH PH...	05/28/2026	05/29/2026		450.50
PROFESSIONAL ENGINEERING...	BEL AIRE STORMWATER SYST...	05/28/2026	05/29/2026		1,250.00
PROFESSIONAL ENGINEERING...	BEL AIRE-LYCEE ADD PLAN REV..	05/28/2026	05/29/2026		210.00
PROFESSIONAL ENGINEERING...	BEL AIRE-WOODLAWN RECON...	05/28/2026	05/29/2026		4,991.07
PROFESSIONAL ENGINEERING...	BEL AIRE WOODLAWN FINAL ...	06/02/2026	06/05/2026		20,250.00
PROFESSIONAL ENGINEERING...	BEL AIRE FRONT END SPECIFI...	06/02/2026	06/05/2026		3,412.50
PROFESSIONAL ENGINEERING...	BEL AIRE BASE MONTHLY SERV..	06/02/2026	06/05/2026		10,000.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					40,564.07
Vendor DBA: 1077 -					
RESCUE STAT/STAT PADS, LLC	AED SUPPLIES	06/04/2026	06/05/2026		122.12
RESCUE STAT/STAT PADS, LLC	AED SUPPLIES	06/04/2026	06/05/2026		122.12
RESCUE STAT/STAT PADS, LLC	AED SUPPLIES	06/04/2026	06/05/2026		122.12
Vendor DBA 1077 - RESCUE STAT/STAT PADS, LLC Total:					366.36
Vendor DBA: 0441 -					
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	05/28/2026	05/29/2026		4,911.36
Vendor DBA 0441 - RUSTY ECK FORD Total:					4,911.36
Vendor DBA: 2726 -					
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	05/28/2026	05/29/2026	013-8830	3,375.63
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	05/28/2026	05/29/2026	013-8831	3,375.63
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	05/28/2026	05/29/2026	013-8832	3,375.62
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	05/28/2026	05/29/2026	013-8833	3,375.62
Vendor DBA 2726 - SHORT ELLIOTT HENDRICKSON INC Total:					13,502.50
Vendor DBA: 0140 -					
SPECTRUM PROMOTIONAL P...	UNIFORMS/CLOTHING-POOL	05/28/2026	05/29/2026		240.00
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/ STAFF UN..	05/28/2026	05/29/2026		380.55
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/ STAFF UN..	05/28/2026	05/29/2026		603.68
SPECTRUM PROMOTIONAL P...	UNIFORMS/CLOTHING	05/28/2026	05/29/2026		113.00
SPECTRUM PROMOTIONAL P...	UNIFORMS/CLOTHING	05/28/2026	05/29/2026		36.75
SPECTRUM PROMOTIONAL P...	UNIFORMS/CLOTHING	05/28/2026	05/29/2026		333.15
Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					1,707.13
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	06/26 VISION INSURANCE	06/02/2026	06/01/2026		519.63
SURENCY LIFE & HEALTH INS ...	06/26 VISION INSURANCE	06/02/2026	06/01/2026		17.23
SURENCY LIFE & HEALTH INS ...	06/26 VISION INSURANCE	06/02/2026	06/01/2026		16.38
SURENCY LIFE & HEALTH INS ...	06/26 VISION INSURANCE	06/02/2026	06/01/2026		53.04
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					606.28
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	06/02/2026	06/05/2026		160.00
Vendor DBA 0369 - TERESA WADE Total:					160.00
Vendor DBA: 0248 - THE CHAMBER-WICHITA REGIONAL CHAMBER OF COMMERCE					
THE CHAMBER-WICHITA REGI...	2026 TRANSPORTATION COAL...	06/03/2026	06/05/2026		250.00
Vendor DBA 0248 - THE CHAMBER-WICHITA REGIONAL CHAMBER OF COMMERCE Total:					250.00
Vendor DBA: 1171 -					
TRAFFIC CONTROL SERVICES, ...	NEW CAR-UPFITTING #43	05/28/2026	05/29/2026		28,890.74
Vendor DBA 1171 - TRAFFIC CONTROL SERVICES, INC. Total:					28,890.74
Vendor DBA: 0700 -					
ULINE	SAFETY SUPPLIES	06/04/2026	06/05/2026		161.76
ULINE	SAFETY SUPPLIES	06/04/2026	06/05/2026		161.76
ULINE	SAFETY SUPPLIES	06/04/2026	06/05/2026		161.75

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
ULINE	SAFETY SUPPLIES	06/04/2026	06/05/2026		161.76
Vendor DBA 0700 - ULINE Total:					647.03
Vendor DBA: 2839 -					
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		187.99
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		349.00
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		450.90
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		-33.99
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		33.99
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		47.93
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		869.60
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		41.99
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		25.96
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		39.00
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		61.44
UMB - PCARD	Office Equipment & Supplies	05/27/2026	05/27/2026		14.98
UMB - PCARD	Community Relations/Events	05/27/2026	05/27/2026		29.63
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		31.16
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		475.00
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		385.00
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		163.50
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		11.99
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		67.98
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		317.51
UMB - PCARD	Publications & Printing	05/27/2026	05/27/2026		89.00
UMB - PCARD	Professional Dues/Membershi...	05/27/2026	05/27/2026		100.00
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		82.34
UMB - PCARD	Publications/Printing	05/27/2026	05/27/2026		201.98
UMB - PCARD	Publications & Printing	05/27/2026	05/27/2026		89.97
UMB - PCARD	Publications & Printing	05/27/2026	05/27/2026		241.82
UMB - PCARD	Safety Equip & Supplies	05/27/2026	05/27/2026		351.86
UMB - PCARD	Uniforms & Clothing	05/27/2026	05/27/2026		410.64
UMB - PCARD	Uniforms & Clothing	05/27/2026	05/27/2026		42.99
UMB - PCARD	Uniforms & Clothing	05/27/2026	05/27/2026		9.58
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		310.00
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		100.00
UMB - PCARD	Hotel & Travel	05/27/2026	05/27/2026		10.18
UMB - PCARD	Construction Material/Supplies	05/27/2026	05/27/2026		49.15
UMB - PCARD	Police Supplies	05/27/2026	05/27/2026		158.66
UMB - PCARD	Police Supplies	05/27/2026	05/27/2026		16.99
UMB - PCARD	Veh/Equip:Repair/Maint	05/27/2026	05/27/2026		121.00
UMB - PCARD	Construction & Sign Material, ...	05/27/2026	05/27/2026		123.24
UMB - PCARD	Contractual Services	05/27/2026	05/27/2026		35.65
UMB - PCARD	Community Relations/Events	05/27/2026	05/27/2026		54.99
UMB - PCARD	Recreational Equip/Supplies	05/27/2026	05/27/2026		18.94
UMB - PCARD	Recreational Equip/Supplies	05/27/2026	05/27/2026		148.53
UMB - PCARD	Construction & Sign Material, ...	05/27/2026	05/27/2026		32.97
UMB - PCARD	Community Relations Event	05/27/2026	05/27/2026		87.99
UMB - PCARD	Community Relations/Events	05/27/2026	05/27/2026		500.00
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		5.59
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		17.49
UMB - PCARD	Pool Concessions	05/27/2026	05/27/2026		299.04
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		6.99
UMB - PCARD	Construction Material/Supplies	05/27/2026	05/27/2026		35.24
UMB - PCARD	Construction Material & Suppl...	05/27/2026	05/27/2026		229.21
UMB - PCARD	Construction & Sign Material, ...	05/27/2026	05/27/2026		98.00
UMB - PCARD	Construction & Sign Material, ...	05/27/2026	05/27/2026		6.28
UMB - PCARD	Recreational Equip/Supplies	05/27/2026	05/27/2026		251.97
UMB - PCARD	Recreational Equip/Supplies	05/27/2026	05/27/2026		92.99
UMB - PCARD	Recreational Equip/Supplies	05/27/2026	05/27/2026		74.50
UMB - PCARD	Community Relations/Events	05/27/2026	05/27/2026		164.57

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		41.91
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		26.61
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		40.77
UMB - PCARD	Minor Equip :Tools, Elect	05/27/2026	05/27/2026		-36.85
UMB - PCARD	Minor Equip :Tools, Elect	05/27/2026	05/27/2026		35.00
UMB - PCARD	Minor Equip :Tools, Elect	05/27/2026	05/27/2026		129.04
UMB - PCARD	Minor Equip:Tools, Elect	05/27/2026	05/27/2026		198.34
UMB - PCARD	Minor Equip: Tools, Elect.	05/27/2026	05/27/2026		259.18
UMB - PCARD	Publications & Printing	05/27/2026	05/27/2026		138.89
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		160.00
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		-240.00
UMB - PCARD	Community Relations/Events	05/27/2026	05/27/2026		2.37
UMB - PCARD	Cleaning & Office Supplies	05/27/2026	05/27/2026		63.94
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		26.52
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		36.96
UMB - PCARD	Office Supplies	05/27/2026	05/27/2026		6.35
UMB - PCARD	Office Furniture	05/27/2026	05/27/2026		246.99
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		35.96
UMB - PCARD	Cleaning & Office Supplies	05/27/2026	05/27/2026		44.38
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		41.93
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		40.77
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		26.63
UMB - PCARD	Safety Equip & Supplies	05/27/2026	05/27/2026		157.91
UMB - PCARD	Minor Equip: Tools, Elect	05/27/2026	05/27/2026		252.80
UMB - PCARD	Professional Dues/Membershi...	05/27/2026	05/27/2026		13.75
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		20.00
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		40.77
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		26.63
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		41.93
UMB - PCARD	Water System Supplies	05/27/2026	05/27/2026		608.00
UMB - PCARD	Paved Street Repair Materials	05/27/2026	05/27/2026		10.11
UMB - PCARD	Utilities	05/27/2026	05/27/2026		15.00
UMB - PCARD	Office Equipment & Supplies	05/27/2026	05/27/2026		45.47
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		37.83
UMB - PCARD	Office Equipment	05/27/2026	05/27/2026		19.99
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		41.93
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		40.77
UMB - PCARD	Cleaning Supplies	05/27/2026	05/27/2026		26.63
UMB - PCARD	Training/Conferences	05/27/2026	05/27/2026		25.00
UMB - PCARD	Construction Material/Supplies	05/27/2026	05/27/2026		160.59
UMB - PCARD	Construction Material & Suppl...	05/27/2026	05/27/2026		186.00
Vendor DBA 2839 - UMB - PCARD Total:					11,337.70

Vendor DBA: 0989 -

VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		81.56
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		41.55
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		41.55
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		86.56
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		720.22
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		64.38
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		65.92
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		164.66
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		80.02
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		201.59
VERIZON	CELL PHONE SERVICE	05/26/2026	06/02/2026		197.02
VERIZON	CELL PHONE SERVICE	06/04/2026	06/01/2026		10.01
VERIZON	CELL PHONE SERVICE	06/04/2026	06/01/2026		10.00
VERIZON	CELL PHONE SERVICE	06/04/2026	06/01/2026		10.00
VERIZON	CELL PHONE SERVICE	06/04/2026	06/01/2026		10.00
Vendor DBA 0989 - VERIZON Total:					1,785.04

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1899 -					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	05/27/2026	05/29/2026		50.00
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	05/27/2026	05/29/2026		400.00
Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:					450.00
Vendor DBA: 0102 - WHITE STAR MACHINERY & SPL					
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIRS & MAINT		06/04/2026	06/05/2026		306.55
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIRS & MAINT		06/04/2026	06/05/2026		306.55
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIRS & MAINT		06/04/2026	06/05/2026		306.55
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIRS & MAINT		06/04/2026	06/05/2026		306.55
Vendor DBA 0102 - WHITE STAR MACHINERY & SPL Total:					1,226.20
Vendor DBA: 0312 -					
WICHITA CONCRETE PIPE, INC.	DRAINAGE SYSTEM SUPPLIES	06/04/2026	06/05/2026		2,720.64
Vendor DBA 0312 - WICHITA CONCRETE PIPE, INC. Total:					2,720.64
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	05/27/2026	05/29/2026		4,084.78
WRIGHT EXPRESS FSC	FLEET FUEL	05/27/2026	05/29/2026		48.15
WRIGHT EXPRESS FSC	FLEET FUEL	05/27/2026	05/29/2026		203.34
WRIGHT EXPRESS FSC	FLEET FUEL	05/27/2026	05/29/2026		55.82
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					4,392.09
Grand Total:					1,223,986.85

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	91,538.63
200 - Special Street & Highway	9,796.75
315 - Equipment Reserve	66,454.44
320 - Capital Projects Fund 2	1,030,892.64
355 - Capital Improvement Reserve	1,867.58
520 - Water Utility	10,878.72
530 - Sewer Utility	5,285.28
550 - Stormwater Utility	7,272.81
Grand Total:	1,223,986.85

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.42
100-000-000-2054	VISION INS PAYABLE	519.63
100-000-000-2056	DENTAL INS PAYABLE	2,662.60
100-000-000-2062	FSA HEALTH PAYABLE	485.91
100-000-000-2074	COURT BOND REFUND P...	133.00
100-100-110-6018	OFFICE EQUIPMENT	187.99
100-100-110-7014	IT - MANAGED SERVICES	89.49
100-100-110-7024	CONTRACTUAL SERVICES	548.55
100-100-110-7046	COMMUNICATION SERV...	81.56
100-100-110-7800	ENGINEERING SERVICES	20,250.00
100-100-110-7804	LEGAL SERVICES	4,991.07
100-100-130-6046	TRAINING/CONFERENCES	349.00
100-100-130-6048	HOTEL & TRAVEL	450.90
100-100-130-7014	IT - MANAGED SERVICES	44.87
100-100-130-7030	ENGINEERING SERVICES	4,302.00
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-130-7046	COMMUNICATION SERV...	41.55
100-100-140-6018	OFFICE EQUIPMENT	0.00
100-100-140-6048	HOTEL & TRAVEL	1,024.48
100-100-140-7014	IT - MANAGED SERVICES	134.36
100-100-140-7024	CONTRACTUAL SERVICES	6,000.00
100-100-150-6008	PROFESSIONAL DUES/M...	250.00
100-100-150-6014	OFFICE SUPPLIES	61.44
100-100-150-6018	OFFICE EQUIPMENT	14.98
100-100-150-6040	UNIFORMS/CLOTHING	95.55
100-100-150-7014	IT - MANAGED SERVICES	134.36
100-100-160-6010	COMMUNITY RELATION...	29.63
100-100-160-6040	UNIFORMS/CLOTHING	35.50
100-100-160-7014	IT - MANAGED SERVICES	89.49
100-100-160-7024	CONTRACTUAL SVCS	873.00
100-100-160-7046	COMMUNICATION SERV...	41.55
100-100-170-5032	WORKMANS COMP EXP...	41.00
100-100-170-6014	OFFICE SUPPLIES	31.16
100-100-170-6046	TRAINING/CONFERENCES	860.00
100-100-170-6048	HOTEL & TRAVEL	560.98
100-100-170-7014	IT - MANAGED SERVICES	89.49
100-100-170-7046	COMMUNICATION SERV...	86.56
100-120-240-6028	PUBLICATIONS/PRINTING	89.00
100-120-240-7014	IT - MANAGED SERVICES	67.18
100-120-240-7026	COURT APPT ATTY/INVE...	741.00
100-120-240-7804	LEGAL SERVICES	515.00
100-120-250-6008	PROFESSIONAL DUES/M...	100.00
100-120-250-6014	OFFICE SUPPLIES	82.34
100-120-250-6028	PUBLICATIONS/PRINTING	533.77
100-120-250-6036	SAFETY EQUIP & SUPPLI...	351.86

Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6040	UNIFORMS/CLOTHING	463.21
100-120-250-6046	TRAINING/CONFERENCES	445.00
100-120-250-6048	HOTEL & TRAVEL	10.18
100-120-250-6056	PETROLEUM PRODUCTS	4,084.78
100-120-250-6100	CONSTRUCTION MATER...	49.15
100-120-250-6300	POLICE SUPPLIES	175.65
100-120-250-7014	IT - MANAGED SERVICES	716.91
100-120-250-7024	CONTRACTUAL SERVICES	65.83
100-120-250-7046	COMMUNICATION SERV...	720.22
100-120-250-7604	VEH & EQUIP: REPAIR/...	7,095.09
100-130-330-6004	CHEMICALS	123.24
100-130-330-6034	CLEANING SUPPLIES	55.78
100-130-330-6036	SAFETY EQUIP & SUPPLI...	122.12
100-130-330-6040	UNIFORMS/CLOTHING	240.00
100-130-330-6100	CONSTRUCTION MATER...	63.52
100-130-330-6810	SPECIAL COMMUNITY E...	2.75
100-130-330-7024	CONTRACTUAL SERVICES	80.65
100-130-330-7048	UTILITIES	475.66
100-130-340-6010	COMMUNITY RELATION...	57.74
100-130-340-6040	UNIFORMS/CLOTHING	493.55
100-130-340-6400	RECREATIONAL EQUIP/S...	771.15
100-130-340-7024	CONTRACTUAL SERVICES	127.40
100-130-350-5032	WORKMANS COMP EXP...	1,320.00
100-130-350-6000	AGRICULT/HORTICULT S...	32.97
100-130-350-6010	COMMUNITY RELATION...	590.74
100-130-350-6014	OFFICE SUPPLIES	23.08
100-130-350-6022	REC CONCESSIONS	299.04
100-130-350-6034	CLEANING SUPPLIES	6.99
100-130-350-6036	SAFETY EQUIP & SUPPLI...	122.12
100-130-350-6040	UNIFORMS/CLOTHING	369.90
100-130-350-6056	PETROLEUM PRODUCTS	48.15
100-130-350-6100	CONSTRUCTION MATER...	362.45
100-130-350-6104	SIGNS, MATERIAL/SUPPL...	6.28
100-130-350-6400	RECREATIONAL EQUIP/S...	419.46
100-130-350-7014	IT - MANAGED SERVICES	201.54
100-130-350-7024	CONTRACTUAL SERVICES	575.00
100-130-350-7036	INSTRUCTORS	740.00
100-130-350-7046	COMMUNICATION SERV...	64.38
100-130-350-7048	UTILITIES	568.68
100-130-360-6010	COMMUNITY RELATION...	167.32
100-130-360-7014	IT - MANAGED SERVICES	44.87
100-150-510-6034	CLEANING SUPPLIES	109.29
100-150-510-6036	SAFETY EQUIP & SUPPLI...	161.76
100-150-510-6054	MINOR EQUIP: TOOLS,E...	584.71
100-150-510-6104	SIGNS, MATERIAL/SUPPL...	1,220.00
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	157.67
100-150-510-7014	IT - MANAGED SERVICES	44.87
100-150-510-7024	CONTRACTUAL SERVICES	6.73
100-150-510-7046	COMMUNICATION SERV...	75.93
100-150-510-7048	UTILITIES	829.34
100-150-510-7604	VEH & EQUIP: REPAIR/...	1,451.01
100-160-610-5032	WORKMANS COMP EXP...	2,850.00
100-160-610-6028	PUBLICATIONS/PRINTING	138.89
100-160-610-6046	TRAINING/CONFERENCES	-80.00
100-160-610-6056	PETROLEUM PRODUCTS	203.34
100-160-610-7014	IT - MANAGED SERVICES	223.85
100-160-610-7046	COMMUNICATION SERV...	164.66
100-190-910-6010	COMMUNITY RELATION...	2.37

Account Summary

Account Number	Account Name	Payment Amount
100-190-910-6014	OFFICE SUPPLIES	133.77
100-190-910-6016	OFFICE FURNITURE	246.99
100-190-910-6034	CLEANING SUPPLIES	80.34
100-190-910-6036	SAFETY EQUIP & SUPPLI...	122.12
100-190-910-6056	PETROLEUM PRODUCTS	55.82
100-190-910-7024	CONTRACTUAL SVCS	51.50
100-190-910-7048	UTILITIES	1,854.90
200-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6034	CLEANING SUPPLIES	109.33
200-210-200-6036	SAFETY EQUIP & SUPPLI...	319.67
200-210-200-6054	MINOR EQUIP: TOOLS,E...	252.80
200-210-200-6500	PAVED STREET REPAIR ...	6,555.71
200-210-200-7014	IT - MANAGED SERVICES	44.87
200-210-200-7024	CONTRACTUAL SERVICES	6.72
200-210-200-7040	STREET LIGHTING	254.62
200-210-200-7046	COMMUNICATION SERV...	90.02
200-210-200-7048	UTILITIES	422.51
200-210-200-7604	VEH & EQUIP: REPAIR/...	1,592.23
315-315-315-8000	VEH/EQUIP LEASE/PURC...	66,454.44
320-320-094-9988	TN 2023: CAP INTEREST	137,100.00
320-320-320-8804	CIP - CAPITALIZED INTER...	327,319.38
320-320-320-8830	DESIGN - WATER	3,375.63
320-320-320-8831	DESIGN - SEWER	3,375.63
320-320-320-8832	DESIGN - PAVING	3,375.62
320-320-320-8833	DESIGN - DRAINAGE	3,375.62
320-320-320-8882	CONSTRUCTION - PAVING	550,723.08
320-320-320-8893	EQUIPMENT AND FURNI...	2,247.68
355-355-355-8014	STREET IMPROVEMENTS	1,867.58
520-000-000-2054	VISION INS PAYABLE	16.38
520-000-000-2056	DENTAL INS PAYABLE	226.16
520-210-520-4616	WATER SALES COLLECTED	88.85
520-210-520-5032	WORKMANS COMP EXP...	758.00
520-210-520-6008	PROFESSIONAL DUES/M...	13.75
520-210-520-6018	OFFICE EQUIPMENT	20.00
520-210-520-6034	CLEANING SUPPLIES	109.33
520-210-520-6036	SAFETY EQUIP & SUPPLI...	161.75
520-210-520-6500	WATER SYSTEM SUPPLIES	2,103.11
520-210-520-7014	IT - MANAGED SERVICES	223.85
520-210-520-7024	CONTRACTUAL SERVICES	6.73
520-210-520-7046	COMMUNICATION SERV...	211.59
520-210-520-7048	UTILITIES	803.70
520-210-520-7604	VEH & EQUIP: REPAIR/...	1,451.02
520-210-520-8016	WATER SYSTEM IMPRO...	4,684.50
530-000-000-2054	VISION INS PAYABLE	53.04
530-000-000-2056	DENTAL INS PAYABLE	379.92
530-000-000-2062	FSA HEALTH PAYABLE	9.58
530-210-530-6014	OFFICE SUPPLIES	45.47
530-210-530-6018	OFFICE EQUIPMENT	57.82
530-210-530-6034	CLEANING SUPPLIES	109.33
530-210-530-6036	SAFETY EQUIP & SUPPLI...	161.76
530-210-530-6046	TRAINING/CONFERENCES	25.00
530-210-530-6100	CONSTRUCTION MATER...	346.59
530-210-530-6604	VEHICLE/EQUIP SUPPLIE...	226.16
530-210-530-6806	LIFT STATION OPERATIO...	1,536.09
530-210-530-7014	IT - MANAGED SERVICES	223.85
530-210-530-7024	CONTRACTUAL SERVICES	6.72
530-210-530-7046	COMMUNICATION SERV...	207.02

Account Summary

Account Number	Account Name	Payment Amount
530-210-530-7048	UTILITIES	445.92
530-210-530-7604	VEH & EQUIP: REPAIR/...	1,451.01
550-550-550-7024	CONTRACTUAL SERVICES	1,250.00
550-550-550-8018	DRAINAGE SYSTEM IMP...	6,022.81
Grand Total:		1,223,986.85

Project Account Summary

Project Account Key	Payment Amount
None	323,642.13
005-8882	457,578.43
010-8882	93,144.65
013-8830	3,375.63
013-8831	3,375.63
013-8832	3,375.62
013-8833	3,375.62
021-8832	1,867.58
023-8804	140,234.38
028-8804	187,085.00
029-8893	2,247.68
033-8830	4,684.50
Grand Total:	1,223,986.85



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register

Report Summary

Pay Period: 5/16/2026-5/29/2026

Packet: PYPKT00305 - PY 05.16.26-05.29.26: PAID 6.4.26
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	7	1,508.48
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	87	99,953.69
Total	94	101,462.17

Approved 06/09/2026
AP ORD 26-11 total Expenses: \$1,325,449.02
Special Assessment Project Costs: \$891,544.96

Barry Smith



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

City of Bel Aire, Kansas



STAFF REPORT

DATE: June 15, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Proposed Change Order 26 for Soft Soils

Current Situation:

Once the excavation of Woodlawn reached the bottom of the 2’ rock layer, the floor of the excavation was proof-rolled. The proof-rolling found several areas of soft soil. PEC’s recommendation is to remove and replace the soft soils with suitable soils. Understanding some of the challenges that the removal and replacement method will likely pose, PEC also presented an alternative method of chemically stabilizing the top 12” of soil at the current bottom of the excavation with lime to provide a solid base from which to build on. Additionally, PEC recommends that a geotextile be placed on top of the treated subgrade (whether treated with lime or new material) and below the rock layer for additional stability and to maintain separation between the treated subgrade and the rock. This change order reflects the material and labor costs necessary to perform both options for handling the soft soils found on Woodlawn.

Discussion:

Once the soft subgrade soils were noted and a path forward identified, a soil sample was delivered to the KDOT lab for them to start working on testing the soil and lime mixture to determine a percentage of lime incorporation necessary to modify the soil to the desired parameter. The goal of this testing is to get the Plasticity Index (PI) below 15. The Plasticity Index is a measure of how much a soil can be deformed before it breaks (think different moisture levels in a piece of play-doh). The PI is the difference between the Plastic Limit (where the soil can be molded without breaking – think play-doh right out of the container) and the Liquid Limit (where soil behaves more like a fluid) and it covers a range of water content over which the soil remains in a plastic (moldable) state.

The Plasticity Index for the 5% lime mixture was 27. The PI of the 6% lime mixture was 24. At this point, PEC requested that KDOT test an 8% lime mixture. This 8% lime mixture dropped the PI from 25 to 9, which is in the desirable range. Once the percentage of lime was settled, KDOT began running moisture density testing on the soil mixture to develop a Proctor, which is a curve showing the relationship between the moisture of the soil and the density. This curve will be used in the field as a comparison during testing operations to determine the percentage of compaction.

Following KDOT’s testing, PEC provided a recommendation for the percentage and depth of lime treatment needed for the Woodlawn subgrade. This recommendation covers the entirety of the project north of the tracks. It should be noted that if the soil type differs from the soil tested for lime stabilization, adjustments to the percentage of lime incorporated will need to be made. Lime stabilization will not be needed south of the tracks, since that area will be a mill and overlay and no additional excavation, other than the underdrains will be required.

As mentioned above, PEC also recommends the placement of a geotextile between the lime treated subgrade and the rock for additional stability and to maintain the separation of the rock above and the lime treated subgrade below. The material and labor costs of supplying and installing this material is also included with this change order.

As a more conservative option, PEC recommends the removal of 2’ of soil below the current bottom of the excavation. The replacing soil would need to be a low volume change (LVC) material as identified in the KDOT Excavation specification for suitable replacement material. While this method is more expensive and has its own challenges, it completely removes the unsuitable material from the area, therefore removing the risk associated with leaving the unsuitable soil in place. PEC also recommends the placement of a geotextile between the LVC material and the rock for added stability. The material and labor costs of supplying and installing this material is also included in this change order.

Pearson’s cost for the removal and replacement of 2’ of unsuitable material is \$976,800.00. Pearson’s cost for the installation of a geofabric above the replaced material is \$63,080.00. The total cost of the removal and replacement of 2’ of unsuitable material is \$1,039,880.00. Pearson requests an additional 60 working days for the removal and replacement of 2’ of unsuitable material and an additional 8 working days for the geofabric installation for a total of an additional 68 working days.

Pearson’s cost for the lime stabilization of 12” of material is \$648,944.00. Pearson’s cost for the installation of the geofabric above the lime stabilized base is \$63,080.00. The total cost of this alternative is \$712,024.00. Pearson requests an additional 45 working days for the lime stabilization and an additional 8 working days for the geofabric installation for a total of 53 additional working days.

Financials:

A summary of costs for the Woodlawn project is provided below:

Original Contract (Bid) Price	\$8,571,662.01
Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 th Street)	\$756.00
Change Order 9 (45 th Street “DO NOT TURN LEFT” sign)	\$367.50

Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Change Order 11 (Additional working days from 37 th Street water line conflict)	No Cost
Change Order 12 (Retaining Walls for Odessa)	\$38,556.00
Change Order 13 (Additional Signage)	\$761.25
Change Order 14 SWPPP Spec Change	No Cost
Change Order 15 – 45 th and St. James SWS	\$15,215.75
Change Order 16 – SWS Line 4A Rework	\$27,389.45
Change Order 17 – Pedestrian Push Button Poles	\$22,127.70
Change Order 18 – Replacement of Traffic Lights	\$4,036.20
Change Order 19 – Additional Water Line Casing	\$5,080.00
Change Order 20 – Additional water Line Casing	\$13,106.36
Proposed Change Order 21 – Final SWS Quantities from original work (Still in draft mode – waiting on KDOT approval)	(\$1,529.00)
Change Order 22 – Asphalt and Fuel Price Adjustment	\$72,306.32
Change Order 23 – Remobilization for permanent striping south of Railroad tracks	\$4,200.00
Change Order 24 – Reconstruction Bid	\$4,796,884.57
Proposed Change Order 25 – Final Quantities Signing, Pavement Marking, Traffic Control from previous work	\$14,346.86
Total Prior to Proposed Change Order 26	\$13,727,931.37

* This quantity was previously shown as \$2,340.00, but Pearson made a change to their mix design that negates this disincentive and there have been no additional issues since the change to the mix design.

Total Prior to Proposed Change Order 26	\$13,727,931.37
Proposed Change Order 26 – Alternative 1 – Remove and Replace Material and install geotextile	\$1,039,880.00
Total Contract Cost with Proposed Change Order 26 – Alternative 1 – Remove and Replace Material	\$14,767,811.37

Total Prior to Proposed Change Order 26	\$13,727,931.37
Proposed Change Order 26 – Alternative 2 – Lime Treated Subgrade	\$712,024.00
Total Contract Cost with Proposed Change Order 26 – Alternative 2 – Use Lime Treated Subgrade	\$14,439,955.37

Recommendation

Based on observed field conditions, proof roll performance, and available testing, PEC recommends removal and replacement of unstable subgrade with suitable engineered fill as the corrective measure for this area.

This approach is consistent with the Contract Documents and represents the most direct, conservative, and predictable method for achieving the intended long-term subgrade performance. The extent of unstable subgrade encountered supports implementation of this approach to achieve consistent and uniform subgrade support.

Alternative

Lime-treated subgrade is also a valid alternative.

Lime treatment is a commonly used method for improving unstable, moisture-sensitive soils; however, its performance is more dependent on proper moisture conditioning, uniform mixing, and construction quality compared to removal and replacement.

Based on available laboratory testing and field observations, lime stabilization is considered a technically acceptable option when:

- Performed in accordance with KDOT Standard Specification 302 – Lime Treated Subgrade
- Application rate of 8% at a minimum depth of 12 inches
- Verified through appropriate quality control testing
- Demonstrated to meet performance requirements through proof rolling

Successful performance of the lime-treated subgrade is contingent upon achieving uniform treatment and meeting specified performance criteria during construction. A KDOT prequalified geotextile will be placed on top of the lime treated soil to provide a uniform base to construct the aggregate subgrade and pavement section.

Notes

- Final selection of the preferred approach remains subject to KDOT and City review and approval.
- PEC did not provide full-time construction observation services for this work. The observations and recommendations herein are based on limited site visits, available testing data, and information provided by others, including the Contractor and Construction Inspector. Subsurface and field conditions may vary from those observed, and verification during construction is required in accordance with the Contract Documents.
- The Contractor remains solely responsible for means, methods, sequencing, and execution of the work, including achieving specified performance requirements.



June 15, 2026

City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Attention: Anne Stephens, PE

Re: KDOT Project 87 N-0678-01
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.
Subgrade Modifications & Heavy Duty Geogrid

Anne,

Per PEC's recommendations they provided 2 options for Subgrade Modifications, as well as a heavy duty geogrid to be installed prior to the 2' of Crushed Concrete per the design for the reconstruction. Please see below for the 2 options, as well as the heavy duty geogrid.

- Alternative 1 – Remove & Replace Material – 8,880 CY @ \$110.00/CY = \$976,800.00
 - o It is understood per our meeting on 6-9-26 that on the East side of the RCB that it will only be tested for Density (if the nuclear gauge will provide accurate results in the close proximity of the RCB & the edge of the excavation), and moisture requirements.
 - o If the additional 2' of excavation gets close to the bottom of the RCB, we will stop and re-evaluate the scope of this work, as we do not want to undermine the RCB, and potential damage of the structure or drainage of the system.
 - o This price is only valid for productive work areas, and will require re-pricing if we are asked to jump around and work on smaller unproductive areas. (It is understood that the East Side of the box does not fall under a productive work area)
 - o Pearson Construction requests an additional 60 Working Days for this work

- Alternative 2 – Lime Treated Subgrade - \$648,944.00
 - o Lime – 575 TON @ \$480/TON = \$276,000.00
 - o Lime Subgrade Modification – 13,318 SY @ \$28/SY = \$372,904.00
 - o Water (Lime Treated Subgrade)(Set Price) – 1.00 MGAL - \$40/MGAL (Paid for by measured usage)
 - o Per KDOT Specs, Lime Treated Subgrade shall meet Type B Compaction
 - o Per our meeting on 6-9-26, samples will be tested for moisture
 - o This price is only valid for productive work areas, and will require re-pricing if we are asked to jump around and work on smaller unproductive areas. (It is understood that the East Side of the box does not fall under a productive work area)
 - o Pearson Construction requests an additional 45 Working Days for this work
- Heavy Duty Geotextile – 15,770 SY @ \$4.00/SY = \$63,080.00
 - o Use of Terratex HPG 57 has been previously approved
 - o Pearson Construction requests an additional 8 Working Days be added for this work

The undersigned hereby certifies, under the penalty of law for perjury or falsification, that I am authorized to submit this contract adjustment request on behalf of the Contractor and to bind the contractor, the contract adjustment request is made in good faith and, to the best of the Contractor's knowledge and belief, is a true and complete statement of the actual costs and time incurred for the Contract Change and is authorized by the Contract. I further certify that no additional claims will be submitted related to this contract adjustment request, and the Contractor has documentation that supports the contract adjustment request.

Respectfully Submitted,
PEARSON CONSTRUCTION, LLC



Tyler Stevenson
Project Manager



7651 E. Central Park Avenue
Bel Aire, Kansas, 67202
Phone: 316-744-2451 Fax: 744-3739
www.belaireks.gov

Permit fee: \$250.00 Section XI, Item B.
For Office Use Only
Payment date: _____
Approval date: _____
Approved by: _____
Rejected date: _____
Rejected by: _____

FIREWORKS DISPLAY PERMIT APPLICATION

Date of Display: June 27, 2026 **Start Time:** 10:15pm **End Time:** 11:00pm Display must conclude by 11:30 p.m.

Group for which the display is planned: Residents of Bel Aire and Wichita-Free Show

***Property Address of the Display:** 9745 East 50th Street North Bel Aire, Kansas (east side of Clinic In A Can land)

*Applicant must provide a detailed site diagram. See instructions below.

Property Owner Name: Michael & Elizabeth Wawrzewski

Property Owner Address: 2102 West Timbercreek Court Wichita, Kansas 67204

FIREWORKS OPERATOR - A valid firework operators certificate issued by the State of Kansas Fire Marshal's Office must be attached to this Permit.

Name of Operator: Michael J. Wawrzewski **Operator License Number:** SGFOW197

Business Name: Waz Up Fireworks **Phone Number:** 316 204 4677

Mailing Address:

INSURANCE

Please attach Certificate of Insurance to this application.

Policy # H0320GL000075-00 **Expiration Date:** 2/05/2027 **Insurance Carrier:** Hadron Specialty Insurance

No public display permit shall be approved unless the applicant furnishes a certificate of public liability insurance for the display in a minimum amount of \$1,000,000.00 for each occurrence including damage to vehicles, naming the City as additional insured and providing for both workers compensation, which is written by an insurance carrier licensed to do business in Kansas. Insurance certificate shall not be cancelled by insured or insurer until written notice is provided to the City Clerk of the City. In the event of cancellation of the insurance prior to the display, the public display permit shall automatically be revoked and void. Presenting a fireworks display after insurance has been cancelled shall be a violation of this code and may be prosecuted as an unclassified misdemeanor.

LOCATION INSPECTION - It is the applicant's responsibility to contact the Sedgwick County Fire Marshal to schedule an inspection of the display area.

Prior to issuance of a permit, an inspection shall be conducted of the applicant's facility and of each specific area where fireworks are to be sold or displayed to ensure compliance with this Ordinance and other applicable laws. No permit shall be issued for any premises or area not in compliance with such laws. Each location where fireworks are to be sold or displayed shall be inspected by, and subject to the standards imposed by, the Sedgwick County Fire Marshal. A permit may be issued only upon proof that the premises and designated display or sales areas have passed the required inspection by the Sedgwick County Fire Marshal.

SECURITY - All costs of security or additional policing requirements shall be borne by the event operator. The Chief of Police shall review the application to determine whether police or security shall be required as a condition of approval of the public display permit. Such review shall include determination of traffic control concerns, and identifying and preventing concerns arising from individuals watching the display in unsafe areas located off the display grounds.

OTHER REGULATIONS (Bel Aire City Code Chapter 6, Article 4)

- No public display permit shall be issued if in the opinion of the Sedgwick County Fire Marshal the location, nature of the fireworks or any other relevant factor creates a hazard, risk of harm, or risk of damage to persons or property.
- Prior to approval of any public display permit application, the Sedgwick County Fire Marshal shall have the power to issue reasonable rules and regulations for the granting of said public display permit. City law enforcement and the Sedgwick County Fire Marshal are authorized to terminate a fireworks display event if the event operator or party responsible for fireworks detonation violates any such rules and regulations.
- Only those people actually approved as operators by the Fire Marshal shall handle or discharge any fireworks at such a public display.
- The permittee shall remove all trash and debris from the property associated with the display, including debris generated by the display itself and by attendees. All trash and debris shall be removed no later than 10:00 p.m. on the day following the public display.

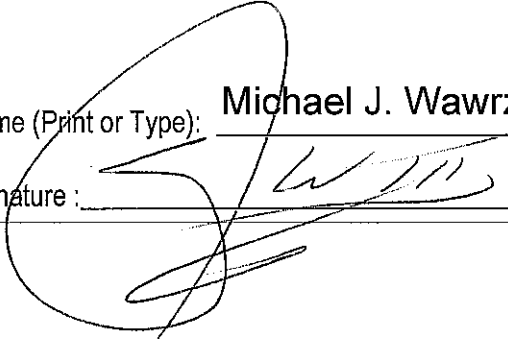
FIREWORKS DISPLAY SITE DIAGRAM

A diagram of the grounds on which the display is to be held must be attached to this application.

The diagram must indicate distances from the point of discharge of fireworks to:

- The perimeter of the grounds,
- to all structures located upon the grounds,
- all structures on abutting properties within 500 feet of the point of discharge,
- all abutting streets points of ingress/egress to the grounds, and
- the area at which the audience will be located.
- The date, time and duration of the display.
- The nature or kind of fireworks to be used.
- The name of the person, firm or corporation that will make the actual discharge of the fireworks.
- The name of the person, firm or corporation that will discharge the fireworks. Must present a valid firework operator certificate issued by the State of Kansas Fire Marshal's Office.
- Anticipated need for police, fire or other municipal services.

Applicant Name (Print or Type): Michael J. Wawrzewski III

Applicant Signature :  Date: 6/3/2026

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

**PERMIT #: SGFOW197
WAWRZEWSKI III MICHAEL J
9745 EAST 50TH STREET NORTH
BEL AIRE KS 67226**

Is Granted This Permit As: **Fireworks Display Operator**
Personal/Non-Commercial Use

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until **5/5/2029** unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/5/2025

Expires: 5/5/2029



Wally Roberts
Chief of Investigations

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS	
Permit #: SGFOW197	
As: Fireworks Public Display Operator	
Personal/Non-Commercial Use	
To: WAWRZEWSKI III MICHAEL J	
BEL AIRE KS 67226	
Issued: 5/5/2025	Expires: 5/5/2029
 Wally Roberts Chief of Investigations	

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-KS-173-54-6L-01017

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2026

Name
WAWRZEWSKI, MICHAEL JOSEPH III

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

WAWRZEWSKI, MICHAEL JOSEPH III
9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

WAWRZEWSKI, MICHAEL JOSEPH III-9745 EAST 50TH STREET NORTH-67226-5-KS-173-54-6L-01017-November 1, 2026-54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: WAWRZEWSKI, MICHAEL JOSEPH III

Business Name:

License/Permit Number: 5-KS-173-54-6L-01017

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: November 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: WAWRZEWSKI, MICHAEL JOSEPH III

Federal Explosives license/permit no.: 5-KS-173-54-6L-01017

NOTICE DATE: 10/27/2023

Expiration Date: November 1, 2026

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 54-USER OF EXPLOSIVES

- WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- "DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226

Mailing Address:

WAWRZEWSKI, MICHAEL JOSEPH III
9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 0

continued

LAST NAME, First Name, Middle Name Clearance Status

LAST NAME, First Name, Middle Name

Clearance Status

RESPONSIBLE PERSONS:

1

0001 WAWRZEWSKI, MICHAEL JOSEPH III

Cleared

EMPLOYEE POSSESSORS:

0



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

Section XI, Item B.

901090: MH/FLS
5400
File Number: 5KS01017

10/27/2023

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

MICHAEL JOSEPH WAWRZEWSKI

OWNER
(316)204-4677

2102 WEST TIMBERCREEK COURT
WICHITA, KS 67204

and is ONLY valid under the following federal explosives license/permit:

5-KS-173-54-6L-01017

WAWRZEWSKI-MICHAEL JOSEPH III

19746 EAST 50TH STREET NORTH

BEL AIRE, KS 67226

1972

Dear MICHAEL WAWRZEWSKI:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352



Display Site Plan

Where:

Waz Up Fireworks
9745 East 50th Street North
Bel Aire, 67226

Name of Event:

Family, Fun & Fireworks Demo and Free Show

Date:

June 27, 2026

Time:

10:00pm to 10:45pm

Presented by:

Waz Up Fireworks

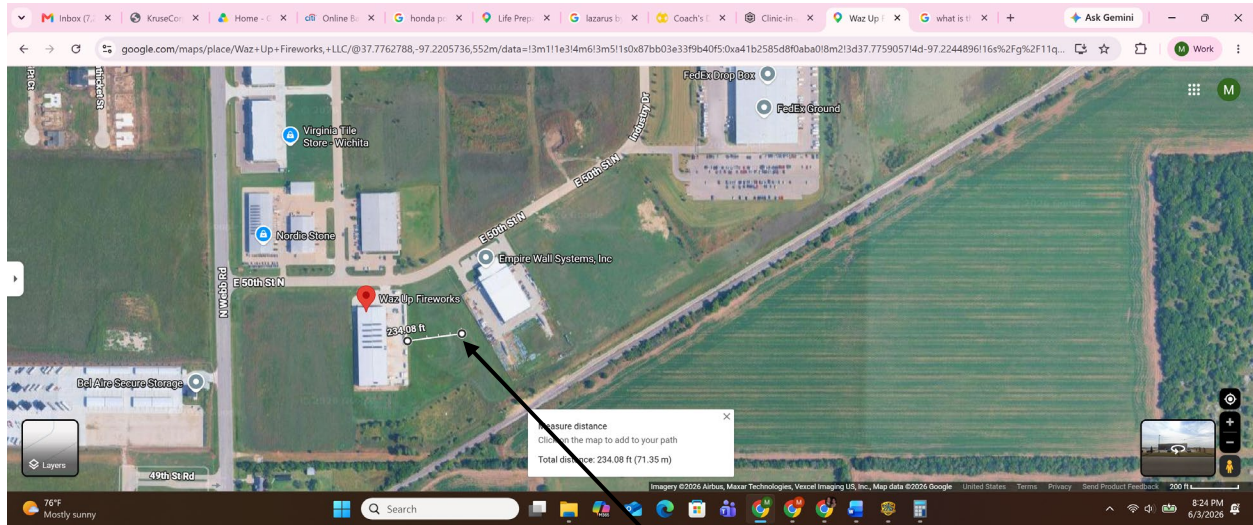
Operator/Shooter:

Michael Joseph Wawrzewski III

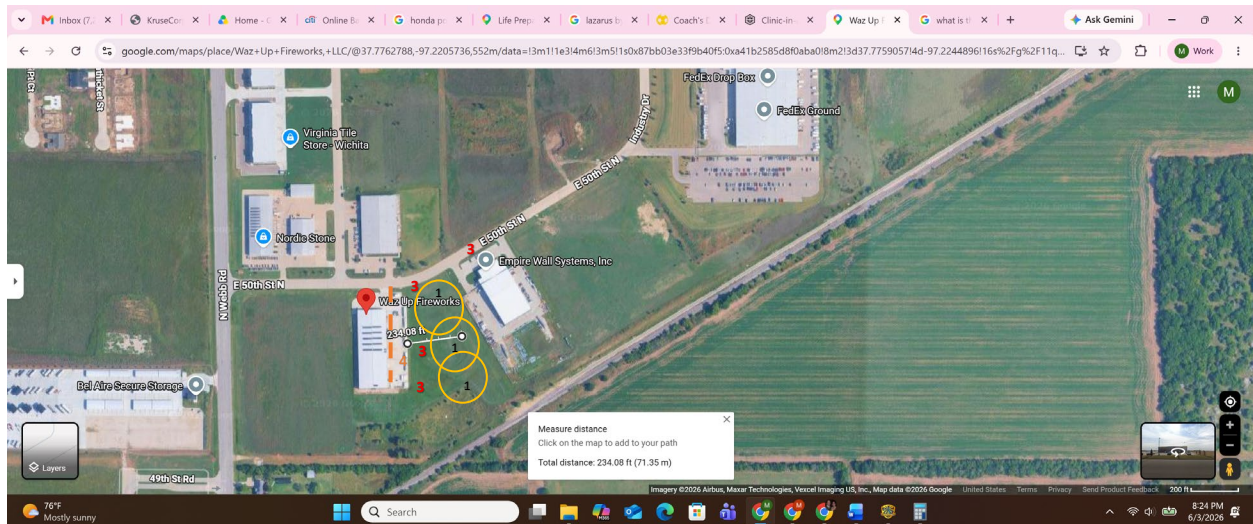
Size of Fireworks:

Consumer 1.4gram, 1.4gram Proline/Series and 1.3gram shells with the largest being 3 inches

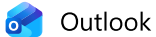
Location Site Plan Overview



Display Location In Reference to Waz Up Fireworks



1. There will be 3 distinct shooting zones with the center circle hosting the largest diameter shells. Those will be set-up more north of the field providing ample safety clearance.
2. Yellow Circle Indicates the "Fallout zone"
3. Security Area. Per contract will be provided by the City of Bel Aire
4. Audience/Spectators


RE: (EXTERNAL)Fw: Applications for Bel Aire City Permit for Fireworks Display

From Timmons, Robert C. <Robert.Timmons@sedgwick.gov>

Date Tue 6/9/2026 2:58 PM

To Melissa Krehbiel <MKrehbiel@belaireks.gov>



Caution: External (robert.timmons@sedgwick.gov)

First-Time Sender [Details](#)



[Safe](#) [Spam](#) [Phish](#) [More...](#)

[External Sender]

I have had thorough discussions with the shooter and he has adequate room at each location for the shell sizes he will be shooting. The fire district has approved his plan and locations.

Thanks,

Robert C Timmons | Division Chief-Community Risk Reduction | Sedgwick County Fire District # 1

Phone: (316) 660-3473 | fax: (316) 660-3474 Cell: (316) 461-2476 | robert.timmons@sedgwick.gov
7750 N. Wyandotte Way | Park City, KS 67147 | www.sedgwickcounty.org/fire | [Facebook](#) | [Twitter](#)



From: Melissa Krehbiel <MKrehbiel@belaireks.gov>

Sent: Tuesday, June 9, 2026 2:38 PM

To: Timmons, Robert C. <robert.timmons@sedgwick.gov>

Subject: (EXTERNAL)Fw: Applications for Bel Aire City Permit for Fireworks Display

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sedgwick County Division of Information Technology

Division Chief Timmons,

Please forward your recommendations or comments on the Site Plans to me by Wednesday afternoon — we are trying to complete our City review of the applications by Thursday.

Do you have any concerns about the Site Plans for these 2 displays?

Thank you,

Melissa Krehbiel, CMC
City Clerk

7651 E Central Park Ave
Bel Aire, KS 67226
p: 316-744-2451 ext. 200

From: Melissa Krehbiel <MKrehbiel@belaireks.gov>
Sent: Friday, June 5, 2026 11:12 AM
To: Timmons, Robert C. <robert.timmons@sedgwick.gov>
Subject: Applications for Bel Aire City Permit for Fireworks Display

Division Chief Timmons,

Please see the attachments (2). These are the 2 applications we received for the City's permit, about which I spoke with you this morning. Please review the Site Plans and respond with any recommendations.

Thank you,

Melissa Krehbiel, CMC
City Clerk

7651 E Central Park Ave
Bel Aire, KS 67226
p: 316-744-2451 ext. 200



CERTIFICATE OF LIABILITY INSURANCE

Section XI, Item B.

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

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

PRODUCER Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-658-4200	FAX (A/C, No):
INSURED Waz Up Fireworks 9745 East 50th St Bel Aire KS 67226	E-MAIL ADDRESS: certrequest@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HADRON SPECIALTY INS CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 837707108

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	H0320GL000075-00	2/5/2026	2/5/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement.

Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement.

Certificate Holder is added as Additional Insured Where Required by Written Contract.

Additional Insured: City of Bel Aire

CERTIFICATE HOLDER

CANCELLATION

City of Bel Aire 7651 E Central Park Ave. Bel Aire KS 67226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



7651 E. Central Park Avenue
Bel Aire, Kansas, 67202
Phone: 316-744-2451 Fax: 744-3739
www.belaireks.gov

Permit fee: \$ Section XI, Item C.
For Office Use:
Payment date: _____
Approval date: _____
Approved by: _____
Rejected date: _____
Rejected by: _____

FIREWORKS DISPLAY PERMIT APPLICATION

Date of Display: July 11, 2026 **Start Time:** 10:15 pm **End Time:** 11:00 PM Display must conclude by 11:30 p.m.

Group for which the display is planned: Bel Aire residents

***Property Address of the Display:** Southwest corner of 53rd St N and Rock Rd

*Applicant must provide a detailed site diagram. See instructions below.

Property Owner Name: Dev Properties, LLC

Property Owner Address: 1931 N TIMBERWOOD ST WICHITA KS 67206-8941

FIREWORKS OPERATOR - A valid firework operators certificate issued by the State of Kansas Fire Marshal's Office must be attached to this Permit.

Name of Operator: Michael J Wawrzewski **Operator License Number:** SGFOW197

Business Name: Waz Up Fireworks **Phone Number:** 316-204-4677

Mailing Address: 9745 E 50th Street N, Bel Aire, KS 67226

INSURANCE

Please attach Certificate of Insurance to this application.

Policy # H0320GL000075-00 **Expiration Date:** 2/5/2027 **Insurance Carrier:** Hadron Specialty Insurance

No public display permit shall be approved unless the applicant furnishes a certificate of public liability insurance for the display in a minimum amount of \$1,000,000.00 for each occurrence including damage to vehicles, naming the City as additional insured and providing for both workers compensation, which is written by an insurance carrier licensed to do business in Kansas. Insurance certificate shall not be cancelled by insured or insurer until written notice is provided to the City Clerk of the City. In the event of cancellation of the insurance prior to the display, the public display permit shall automatically be revoked and void. Presenting a fireworks display after insurance has been cancelled shall be a violation of this code and may be prosecuted as an unclassified misdemeanor.

LOCATION INSPECTION - It is the applicant's responsibility to contact the Sedgwick County Fire Marshal to schedule an inspection of the display area.

Prior to issuance of a permit, an inspection shall be conducted of the applicant's facility and of each specific area where fireworks are to be sold or displayed to ensure compliance with this Ordinance and other applicable laws. No permit shall be issued for any premises or area not in compliance with such laws. Each location where fireworks are to be sold or displayed shall be inspected by, and subject to the standards imposed by, the Sedgwick County Fire Marshal. A permit may be issued only upon proof that the premises and designated display or sales areas have passed the required inspection by the Sedgwick County Fire Marshal.

SECURITY - All costs of security or additional policing requirements shall be borne by the event operator.
The Chief of Police shall review the application to determine whether police or security shall be required as a condition of approval of the public display permit. Such review shall include determination of traffic control concerns, and identifying and preventing concerns arising from individuals watching the display in unsafe areas located off the display grounds.

OTHER REGULATIONS (Bel Aire City Code Chapter 6, Article 4)

- No public display permit shall be issued if in the opinion of the Sedgwick County Fire Marshal the location, nature of the fireworks or any other relevant factor creates a hazard, risk of harm, or risk of damage to persons or property.
- Prior to approval of any public display permit application, the Sedgwick County Fire Marshal shall have the power to issue reasonable rules and regulations for the granting of said public display permit. City law enforcement and the Sedgwick County Fire Marshal are authorized to terminate a fireworks display event if the event operator or party responsible for fireworks detonation violates any such rules and regulations.
- Only those people actually approved as operators by the Fire Marshal shall handle or discharge any fireworks at such a public display.
- The permittee shall remove all trash and debris from the property associated with the display, including debris generated by the display itself and by attendees. All trash and debris shall be removed no later than 10:00 p.m. on the day following the public display.

FIREWORKS DISPLAY SITE DIAGRAM

A diagram of the grounds on which the display is to be held must be attached to this application.

The diagram must indicate distances from the point of discharge of fireworks to:

- The perimeter of the grounds,
- to all structures located upon the grounds,
- all structures on abutting properties within 500 feet of the point of discharge,
- all abutting streets points of ingress/egress to the grounds, and
- the area at which the audience will be located.
- The date, time and duration of the display.
- The nature or kind of fireworks to be used.
- The name of the person, firm or corporation that will make the actual discharge of the fireworks.
- The name of the person, firm or corporation that will discharge the fireworks. Must present a valid firework operator certificate issued by the State of Kansas Fire Marshal's Office.
- Anticipated need for police, fire or other municipal services.

Applicant Name (Print or Type): Ted Henry, City Manager

Applicant Signature : Ted Henry Date: 06.11.26

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**PERMIT #: SGFOW197
WAWRZEWSKI III MICHAEL J
9745 EAST 50TH STREET NORTH
BEL AIRE KS 67226**

Is Granted This Permit As: **Fireworks Display Operator**
Personal/Non-Commercial Use

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until **5/5/2029** unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/5/2025
Expires: 5/5/2029


Wally Roberts
Chief of Investigations

Operators must carry this card. Please cut on solid line

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

Permit #: SGFOW197
As:Fireworks Public Display Operator
Personal/Non-Commercial Use
To: WAWRZEWSKI III MICHAEL J
BEL AIRE KS 67226
Issued: 5/5/2025 Expires: 5/5/2029


Wally Roberts
Chief of Investigations

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-KS-173-54-6L-01017

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2026

Name
WAWRZEWSKI, MICHAEL JOSEPH III

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

WAWRZEWSKI, MICHAEL JOSEPH III
9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

WAWRZEWSKI, MICHAEL JOSEPH III-9745 EAST 50TH STREET NORTH-67226-5-KS-173-54-6L-01017-November 1, 2026-54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: WAWRZEWSKI, MICHAEL JOSEPH III

Business Name:

License/Permit Number: 5-KS-173-54-6L-01017

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: November 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: WAWRZEWSKI, MICHAEL JOSEPH III

Federal Explosives license/permit no.: 5-KS-173-54-6L-01017

NOTICE DATE: 10/27/2023

Expiration Date: November 1, 2026

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 54-USER OF EXPLOSIVES

- WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- "DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226

Mailing Address:

WAWRZEWSKI, MICHAEL JOSEPH III
9745 EAST 50TH STREET NORTH
BEL AIRE, KS 67226

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 0

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	1
0001 WAWRZEWSKI, MICHAEL JOSEPH III	Cleared
EMPLOYEE POSSESSORS:	0

continued

LAST NAME, First Name, Middle Name	Clearance Status
------------------------------------	------------------



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

Section XI, Item C.

901090: MH/FLS
5400
File Number: 5KS01017

10/27/2023

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

MICHAEL JOSEPH WAWRZEWSKI

OWNER
(316)204-4677

2102 WEST TIMBERCREEK COURT
WICHITA, KS 67204

and is ONLY valid under the following federal explosives license/permit:

5-KS-173-54-6L-01017

WAWRZEWSKI-MICHAEL JOSEPH III

19746 EAST 50TH STREET NORTH

BEL AIRE, KS 67226

1972

Dear MICHAEL WAWRZEWSKI:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352



Display Site Plan

Where:

City of Bel Aire
7651 East Central Part Avenue
Bel Aire, 67202

Name of Event:

United States 250th Anniversary Celebration

Date:

July 11, 2026

Time:

10:25pm to 10:45pm

Presented by:

Waz Up Fireworks

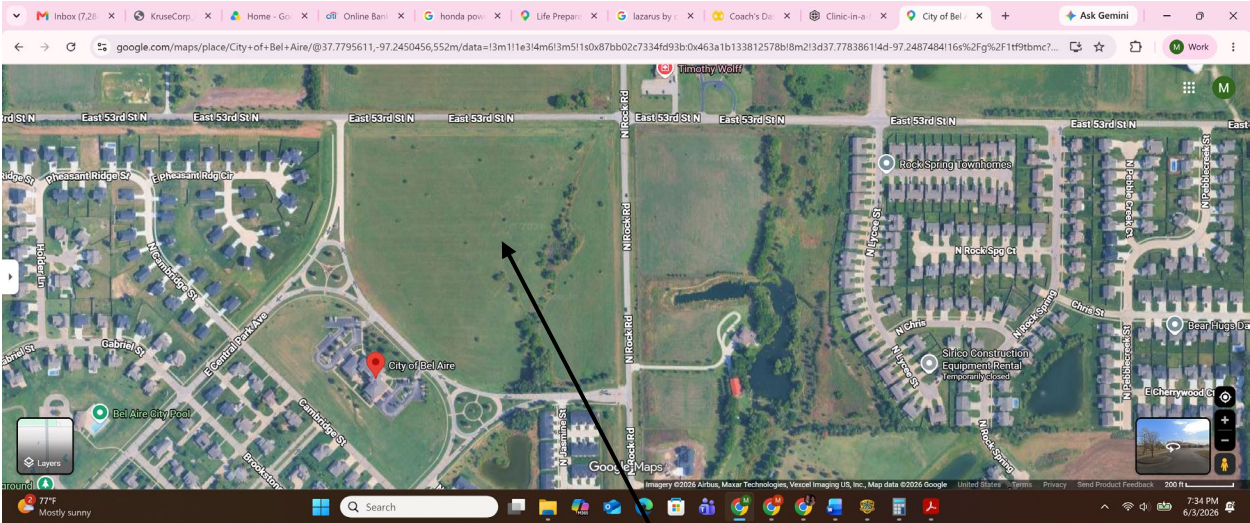
Operator/Shooter:

Michael Joseph Wawrzewski III

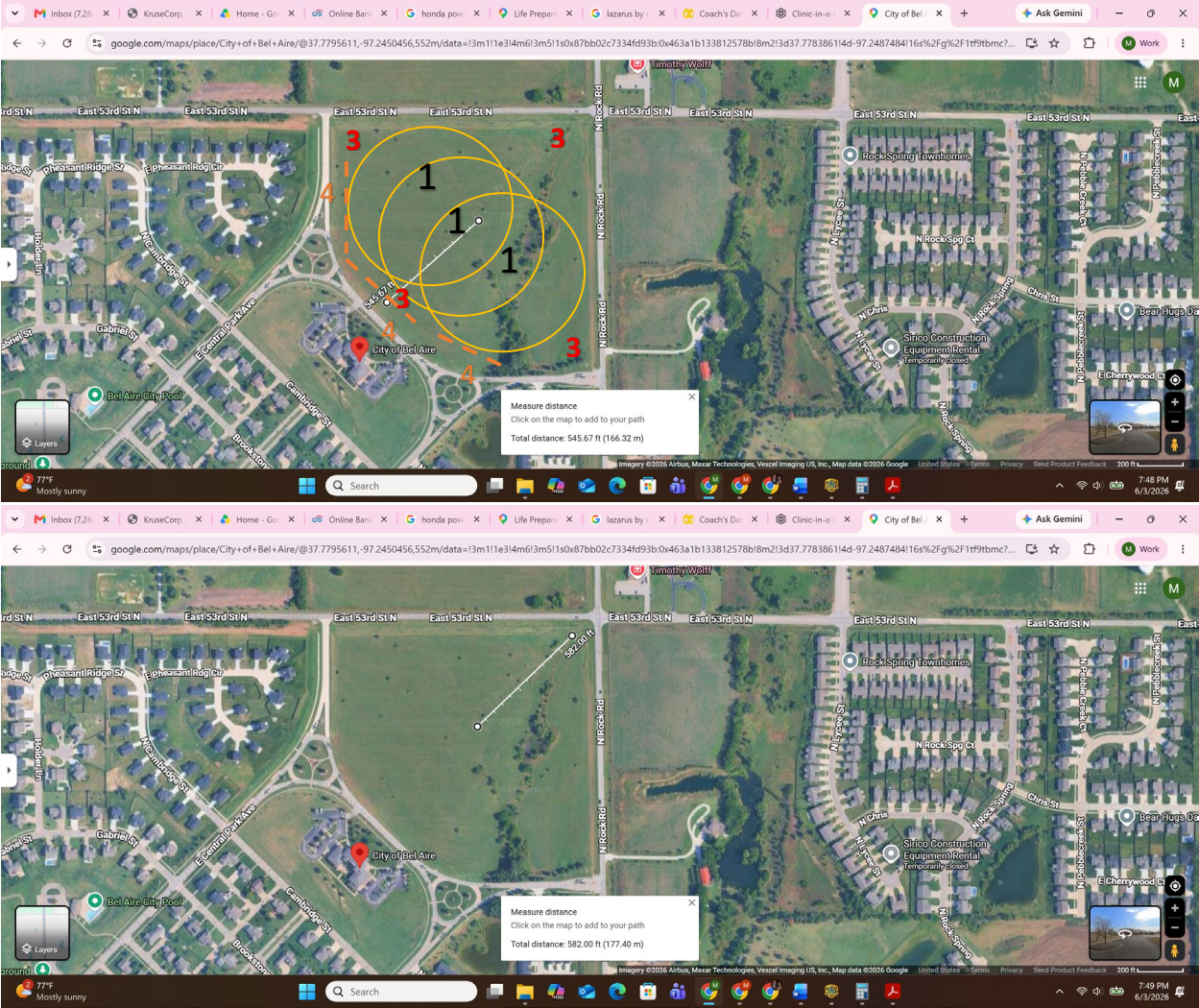
Size of Fireworks:

1.4gram, 1.4gram Proline/Series and 1.3gram shells with the largest being 6inches

Location Site Plan Overview



Display Location In Reference to the Bel Aire City Hall



1. There will be 3 distinct shooting zones with the center circle hosting the largest diameter shells. Those will be set-up more north of the field providing ample safety clearance.
2. Yellow Circle Indicates the “Fallout zone”
3. Security Area. Per contract will be provided by the City of Bel Aire
4. Audience/Spectators

RE: (EXTERNAL)Fw: Applications for Bel Aire City Permit for Fireworks Display

From Timmons, Robert C. <Robert.Timmons@sedgwick.gov>
Date Tue 6/9/2026 2:58 PM
To Melissa Krehbiel <MKrehbiel@belaireks.gov>



Caution: External (robert.timmons@sedgwick.gov)
First-Time Sender [Details](#)



[Safe](#) [Spam](#) [Phish](#) [More...](#)

[External Sender]

I have had thorough discussions with the shooter and he has adequate room at each location for the shell sizes he will be shooting. The fire district has approved his plan and locations.

Thanks,

Robert C Timmons | Division Chief-Community Risk Reduction | Sedgwick County Fire District # 1
Phone: (316) 660-3473 | fax: (316) 660-3474 Cell: (316) 461-2476 | robert.timmons@sedgwick.gov
7750 N. Wyandotte Way | Park City, KS 67147 | www.sedgwickcounty.org/fire | [Facebook](#) | [Twitter](#)



From: Melissa Krehbiel <MKrehbiel@belaireks.gov>
Sent: Tuesday, June 9, 2026 2:38 PM
To: Timmons, Robert C. <robert.timmons@sedgwick.gov>
Subject: (EXTERNAL)Fw: Applications for Bel Aire City Permit for Fireworks Display

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sedgwick County Division of Information Technology

Division Chief Timmons,
Please forward your recommendations or comments on the Site Plans to me by Wednesday afternoon — we are trying to complete our City review of the applications by Thursday.

Do you have any concerns about the Site Plans for these 2 displays?

Thank you,

Melissa Krehbiel, CMC
City Clerk

7651 E Central Park Ave
Bel Aire, KS 67226
p: 316-744-2451 ext. 200

From: Melissa Krehbiel <MKrehbiel@belaireks.gov>
Sent: Friday, June 5, 2026 11:12 AM
To: Timmons, Robert C. <robert.timmons@sedgwick.gov>
Subject: Applications for Bel Aire City Permit for Fireworks Display

Division Chief Timmons,

Please see the attachments (2). These are the 2 applications we received for the City's permit, about which I spoke with you this morning. Please review the Site Plans and respond with any recommendations.

Thank you,

Melissa Krehbiel, CMC
City Clerk

7651 E Central Park Ave
Bel Aire, KS 67226
p: 316-744-2451 ext. 200



CERTIFICATE OF LIABILITY INSURANCE

Section XI, Item C.

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

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

PRODUCER Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext): 800-658-4200	
INSURED Waz Up Fireworks 9745 East 50th St Bel Aire KS 67226	E-MAIL ADDRESS: certrequest@ryderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HADRON SPECIALTY INS CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 837707108 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	H0320GL000075-00	2/5/2026	2/5/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement.
Certificate Holder is added as Additional Insured Where Required by Written Contract.
Additional Insured: City of Bel Aire

CERTIFICATE HOLDER City of Bel Aire 7651 E Central Park Ave. Bel Aire KS 67226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Bel Aire, Kansas

STAFF REPORT

DATE: June 4, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing 7th Paving Bids



DISCUSSION:

Bids for the paving improvements were accepted on June 24, 2025. Four contractors provided bids on the paving improvements.

	Engineer's Estimate	APAC	Kansas Paving	Pearson	Prado
Asphalt	\$440,427.00	\$566,469.95	\$416,816.45	\$531,883.35	\$550,059.55
Concrete	\$440,427.00	\$724,559.45	\$518,856.45	\$667,103.95	\$588,669.75

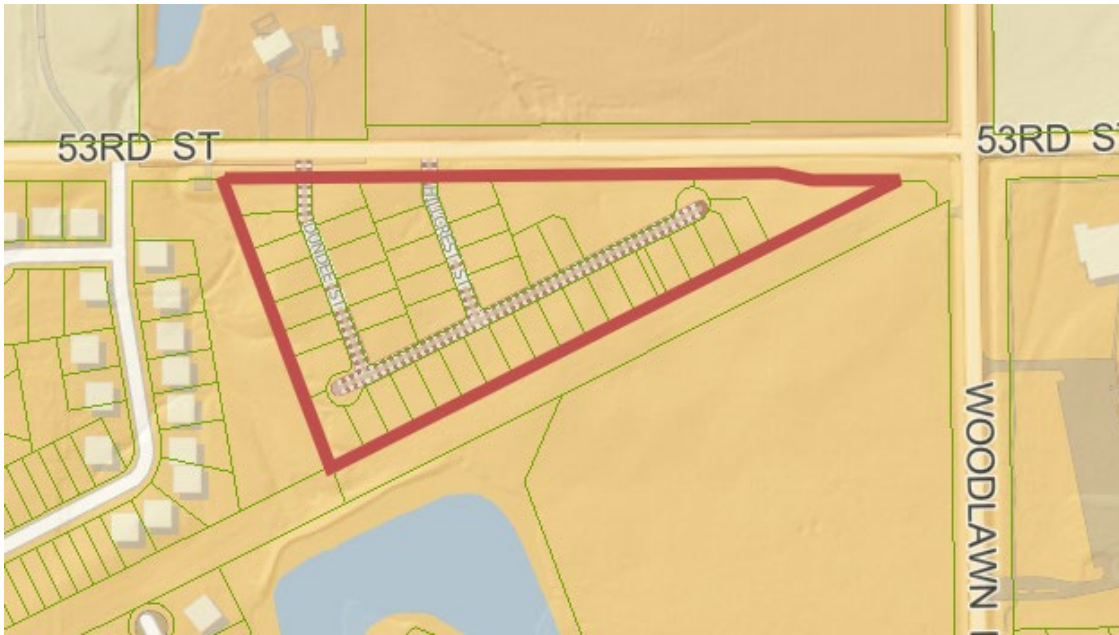
The bids were never presented to Council following the bid letting since the bids for the water, sanitary sewer and storm sewer were over the Engineer's Estimate and petition amount and the Developer asked for time to decide how they wanted to proceed.

Baughman, the Design Engineer, negotiated with the low bidder for the utility projects and the Council awarded the contract for the Sanitary Sewer and Storm Sewer to Nowak at their April 7, 2026 Regular City Council Meeting.

The Developer is ready to proceed with contracting for the paving. During the initial negotiations, Baughman reached out to Kansas Paving (original low bidder) to see if they would be willing to honor their bid price from June, 2025. They agreed, but asked for an increase of \$55,225.00 in their bid price due to the increases in material prices. This brings the total amount of the contract to \$574,081.45.

FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

RECOMMENDATION: Staff recommends that the City Council accept the bid from Kansas Paving for the Paving Improvements to Chapel Landing 7th in the amount of \$574,081.45.



TABULATION OF BIDS
Street Paving Improvements
to Serve Chapel Landing 7th Addition
Bel Aire, KS
Bid Date: June 24th 2025

Street Paving Improvements (Asphalt)			CONSPEC INC. DBA KANSAS PAVING ORIGINAL BID		CONSPEC INC. DBA KANSAS PAVING REVISED BID	
	Quantities	Unit	Bid Price	Total	Bid Price	Total
Bid Items:						
Concrete Pavement 6"	5,547	SQ.YD.	\$ 45.00	\$249,615.00	\$ 51.05	\$283,174.35
Crushed Rock Base 5", Reinforced	7,115	SQ.YD.	\$ 7.50	\$53,362.50	\$ 7.75	\$55,141.25
Concrete Pavement (VG) 7" (Reinf)	265	SQ.YD.	\$ 60.00	\$15,900.00	\$ 68.00	\$18,020.00
Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3,455	LF.	\$ 9.00	\$31,095.00	\$ 10.20	\$35,241.00
Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	147	LF.	\$ 2.00	\$294.00	\$ 2.25	\$330.75
Wheelchair Ramp w/ Detectable Warnings	8	EA.	\$ 600.00	\$4,800.00	\$ 600.00	\$4,800.00
Excavation	981	CU.YD.	\$ 7.00	\$6,867.00	\$ 7.00	\$6,867.00
Concrete Flume	59	LF.	\$ 75.00	\$4,425.00	\$ 80.00	\$4,720.00
Inlet Adjusted	7	EA.	\$ 600.00	\$4,200.00	\$ 600.00	\$4,200.00
Inlet Hookup	7	EA.	\$ 600.00	\$4,200.00	\$ 600.00	\$4,200.00
Pipe, SWS, HERCP (14"x23") {18}	52	LF.	\$ 125.00	\$6,500.00	\$ 125.00	\$6,500.00
Inlet Underdrain	147	LF.	\$ 1.00	\$147.00	\$ 1.00	\$147.00
Concrete Sidewalk 6"	24,252	SQ.FT.	\$ 3.50	\$84,882.00	\$ 4.00	\$97,008.00
Rip-Rap, Light Stone	7	SQ.YD.	\$ 90.00	\$630.00	\$ 90.00	\$630.00
BMP, Back of Curb Protection	3,455	LF.	\$ 0.89	\$3,074.95	\$ 0.89	\$3,074.95
BMP, Curb Inlet Protection	7	EA.	\$ 72.00	\$504.00	\$ 72.00	\$504.00
Maintain Existing BMPs	1	LS.	\$ 100.00	\$100.00	\$ 100.00	\$100.00
Signing	1	LS.	\$ 4,400.00	\$4,400.00	\$ 4,400.00	\$4,400.00
Seeding	1	LS.	\$ 2,360.00	\$2,360.00	\$ 2,360.00	\$2,360.00
Testing	1	LS.	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00
Site Clearing	1	LS.	\$ 38,000.00	\$38,000.00	\$ 39,163.15	\$39,163.15
Site Restoration	1	LS.	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00
Total Street Paving Improvements (Concrete Option)				\$518,856.45		\$574,081.45



Change Order #1

City of Bel Aire

7651 E Central Park

Bel Aire Kansas 67226

Attn: Austin Gottlob

Date: 5/15/2026

Project: Street Paving Improvements to serve Chapel Landing 7th Addition

We Request the Following alteration to the above project: Chapel Landing 7th Addition bid June 24th, 2025 the project was delay for nine months. Kansas Paving requesting an increase of \$55,225.00

Materials,

Ready- Mix Concrete	\$16,500.00
Reinforcing	\$3,250.00
Forms, Stakes & Lumber	\$1,150.00
Base Material / Rock	\$1,850.00
Curing Compound & Joint Sealant	\$950.00
Nails, Misc. Consumables	\$1,150.00

Total Material Cost Increase	\$24,850.00
------------------------------	-------------

Labor,

Concrete Finishers	\$7,850.00
Labors/ Helpers	\$7,225.00
Equipment Operators	\$1,650.00
Foreman / Supervision	\$4,750.00

Total Labor Cost Increase	\$21,475.00
---------------------------	-------------

Equipment,

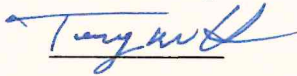
Concrete Saw	\$850.00
Plate Compactor/ Roller	\$2,450.00
Skid-Steer / Loader	\$2,650.00

KANSAS PAVING

Section XI, Item D.

Concrete Vibrator	\$500.00
Power Tools & Hand Tools	\$1,300.00
Fuel, Maintenance & Transport	\$1,150.00
Total Equipment Cost Increase	\$8,900.00
Grand Total Increase	\$55,225.00

Kansas Paving



Terry Hacker

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The City of Bel Aire, KS**, (“Owner”) and **Conspec Inc. DBA Kansas Paving** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and any Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of Street Paving Improvements to serve Chapel Landing 7th Addition.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The project includes the construction of 5,547 SQ. YD. of Concrete pavement, 7,115 SQ. YD. of crushed rock base, and all associated entities included in the Street Paving Improvements.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Baughman Company** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the.
- 3.02 The part of the Project that pertains to the Work has been designed by **“Engineer”**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

~~4.02 *Contract Times: Dates*~~

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **35** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions within **45** days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 [N/R]
 2. Milestone 2 [N/R]
 3. Milestone 3 [N/R]

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$700** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Concrete Pavement 6"	SQ.YD.	5,547	\$51.05	\$283,174.35
2	Crushed Rock Base 5", Reinforced	SQ.YD.	7,115	\$7.75	\$55,141.25
3	Concrete Pavement (VG) 7" (Reinf)	SQ.YD.	265	\$68.00	\$18,020.00
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	LF.	3,455	\$10.20	\$35,241.00
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	LF.	147	\$2.25	\$330.75
6	Wheelchair Ramp w/ Detectable Warnings	EA.	8	\$600.00	\$4,800.00
7	Excavation	CU.YD.	981	\$7.00	\$6,867.00
8	Concrete Flume	LF.	59	\$80.00	\$4,720.00
9	Inlet Adjusted	EA.	7	\$600.00	\$4,200.00
10	Inlet Hookup	EA.	7	\$600.00	\$4,200.00
11	Pipe, SWS, HERCP (14"x23") {18}	LF.	52	\$125.00	\$6,500.00
12	Inlet Underdrain	LF.	147	\$1.00	\$147.00
13	Concrete Sidewalk 6"	SQ.FT.	24,252	\$4.00	\$97,008.00
14	Rip-Rap, Light Stone	SQ.YD.	7	\$90.00	\$630.00
15	BMP, Back of Curb Protection	LF.	3,455	\$0.89	\$3,074.95
16	BMP, Curb Inlet Protection	EA.	7	\$72.00	\$504.00
17	Maintain Existing BMPs	LS.	1	\$100.00	\$100.00
18	Signing	LS.	1	\$4,400.00	\$4,400.00
19	Seeding	LS.	1	\$2,360.00	\$2,360.00
20	Testing	LS.	1	\$2,500.00	\$2,500.00
21	Site Clearing	LS.	1	\$39,163.15	\$39,163.15

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
22	Site Restoration	LS.	1	\$1,000.00	\$1,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$574,081.45

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$574,081.45**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95% percent of the value of the Work completed (with the balance being retainage).

b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

c. Owner retains the right to adjust the retainage as allowed by K.S.A 16-1904(b).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150%**

percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits all subcontractor lien waivers and written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following, listed in order of highest to lowest precedence:
 1. This Agreement, Pages (9)
 2. Supplementary Conditions, if any.
 3. General Conditions, Pages (70)
 4. Owner's Standard Terms and Conditions: Mandatory Contractual Provisions Attachment, Exhibit A, Pages (4)
 5. Performance & Maintenance bond (together with power of attorney).
 6. Kansas Statutory bond
 7. Performance bond (together with power of attorney).
 8. Change Order, Pages (4)
 9. Specifications as listed in the table of contents of the project manual (copy of list attached).
 10. Drawings listed on the attached sheet index.
 11. Exhibits to this Agreement (enumerated as follows):
 - a. ~~[list exhibits]~~
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ day of _____, 2026 (which is the Effective Date of the Contract).

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this _____ day of _____, 2026.

SIGNED by the Mayor on this _____ day of _____, 2026.

OWNER
CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of _____, 2026.

CONTRACTOR

Conspec Inc. DBA Kansas Paving

(Authorized Signature: Name, Title)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal;

seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted

by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A critical path method schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan and the order in which those activities are to be completed as necessary to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond bearing the file stamp from the district court.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6. The Owner will not issue a notice to proceed until Owner has accepted the bonds and insurance delivered by Contractor. If Owner finds the Contractor’s bond or insurance insufficient, Owner may declare the Notice of Award to be void, and then proceed to contract with the next lowest responsible and responsive bidder.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules as described in Paragraph 2.03.A.1-3 are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times and describes the critical path for completion of tasks to that end. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. Subject to the prior delivery of acceptable bonds and insurance as required in Paragraph 2.01.C, the Contract Times commence to run on the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions related to rain, heat, cold, wind or snow at the Site which are shown to be more severe than the most recent ten (10) year historical mean plus two standard deviations, determined by using National Oceanic Atmospheric Administration weather data from the nearest reporting station to the Site;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, elected officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in

part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions, if existing as a contract document, identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, elected officials, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, elected officials, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a

Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages and all court, arbitration, or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages and all court or arbitration or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations. If the Project has federal funds participation, the bonds must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance, large deductible policies and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has

obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, elected officials, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 1. Owner and Contractor waive all rights against each other and the respective officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered and paid by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered and for which losses are paid by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its

consultants, and the officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages and all court or arbitration or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, elected officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages and all court or arbitration or other dispute

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resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable when Contractor became bound under a negotiated contract. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Owner will provide Contractor with the applicable sales tax exemption certificate.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, elected officials directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages and all court or arbitration or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written

interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer. Contractor shall prepare for Owner complete as-built drawings of the Project, which it shall deliver to Owner as part of Project close-out documentation and as a precondition to Final Acceptance.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

- c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 - 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 - 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
- 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 - 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted

or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, elected officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments and all court or arbitration or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate

with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price

will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, elected officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages and all court or arbitration or other dispute resolution costs (but not including fees and charges of engineers, architects, attorneys, and other professionals) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**10.01 *Owner's Representative***

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT**11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses or fails to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. In no event shall the cumulative rental price of equipment owned by Contractor or a Contractor-related entity exceed the fair market value of such equipment.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such

losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary

determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment and also include lien waivers from all subcontractors to the extent that such subcontractors' work was incorporated into Work described in the Schedule of Values supporting the previous progress payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 7 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due all undisputed amounts will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 business days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 business days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 business days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, as-built drawings, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 business days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line, but only when the written notice is also mailed to the recipient by first class mail supported by a certificate of mailing. The time of notice under this subparagraph shall be determined from the date on the certificate of mailing.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, elected officials, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Revised 01/08/26

**EXHIBIT A
CITY OF BEL AIRE, KANSAS
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.** City shall not 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 and all 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

Revised 01/08/26

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 to 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

Revised 01/08/26

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 so as to ensure that the City shall at all times 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.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

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 of Bel Aire, 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.

Revised 01/08/26

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. **Ownership of Data.** All data, forms, procedures, software, 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.

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 10, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Phillips 66 Pipeline Encroachment Agreement

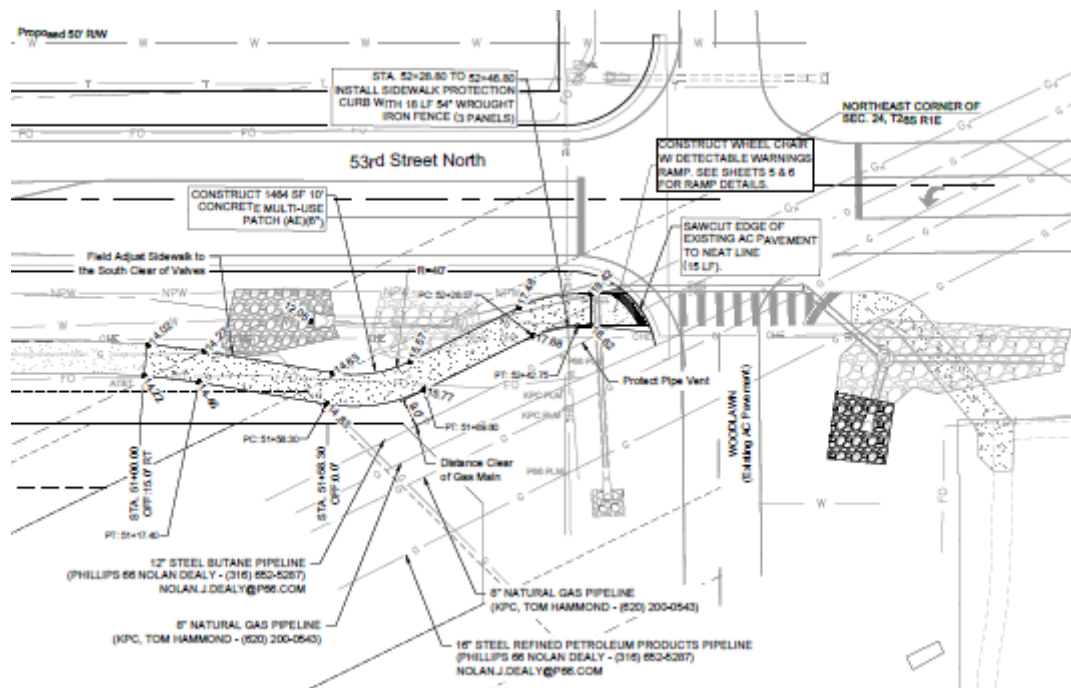


BACKGROUND:

The City's multi-use path that is under construction along the south side of 53rd Street from Oliver to Woodlawn encroaches into the pipeline easement for both Phillips 66 and KPC pipeline companies.

DISCUSSION:

The City has been working with both Phillips 66 and KPC to work through their concerns and make adjustments to the 53rd Street sidewalk plans accordingly. The final version was presented and an Encroachment Agreement provided.



FINANCIAL CONSIDERATIONS: Unlike the KPC Agreement, there is no construction observation and inspection fee, just the \$10.00 consideration fee payable to Phillips 66.

POLICY DECISION: Council needs to consider entering into an agreement with Phillips 66.

RECOMENDATION: It is the recommendation of staff to enter into the agreement with Phillips 66 for the sidewalk encroachment agreement.

ENCROACHMENT AGREEMENT

STATE OF KANSAS

www

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SEDGWICK

WHEREAS, Phillips 66 Pipeline LLC a Delaware LLC, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated July 22nd, 1930 from H A G Tjaden and Martha Tjaden, husband and wife covering lands in Sedgwick County, Kansas, said instrument being filed of record in Book Misc. 98, Page 198 of the records of Sedgwick County, Kansas, and later amended by that instrument titled Amendment of Right of Way Agreement, dated April 24, 2007, and filed of record in DOCUFML-PG 28883860 of the records of Sedgwick County, Kansas (hereinafter collectively referred to as the "Right-of-Way"), and

WHEREAS, Permittor owns and operates one (1) twelve inch (12") pipeline and one (1) sixteen inch (16") pipeline in the lands covered by Permittor's Right-of-Way; and

WHEREAS, City of Bel Aire (hereinafter referred to as "Permittee", whether one or more) with an address of 7651 E Central Park Avenue, Bel Aire, KS 67226, is the owner of a tract of land which is subject to the above specified Right-of-Way, said tract being described in Doc#/Flm-Pg: 30322191 of the records of Sedgwick County, Kansas; in

The North Half (N/2) Section 24, Township 26 South, Range 1 East

WHEREAS, Permittee has requested permission to encroach upon Permitter's Right-of-Way located on Permittee's land specified above by constructing concrete sidewalk improvements, storm sewer improvements, and fencing to protect Permitter's vent pipes (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permittor is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Permittor hereby consents to the placement and maintenance of the Encroachment within the -of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Right-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permittor.

2. Permittee has been advised and is fully aware that Permittor now has, and shall continue to have, the right to utilize the land within the Right-of-Way and Permittor is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permittor may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permittor shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permittor activity. Permittee also agrees that Permittor shall not be responsible or liable for, and Permittee hereby releases Permittor from, any lost business or consequential damages resulting from Permittor's above described activities, howsoever caused.

3. Permittee shall give Permittor at least ten (10) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Right-of-Way, or any movement of equipment across the Right-of-Way, in order that Permittor shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permittor's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

Phillips 66 Pipeline LLC
Nolan Dealy
2400 E. 37th St. N
Wichita, KS 67219
316-820-2260]

4. Any future encroachments by Permittee on, or disturbances of, Permittor's Right-of-Way are strictly forbidden unless expressly permitted by Permittor under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permittor's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permittor's pipeline(s) or the operation of such pipelines located within Permittor's Right-of-Way.

5. Nothing in this Agreement shall be construed as a release of any of Permittor's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permittor's sole judgment, to lower or relocate Permittor's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permittor at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permittor's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permittor.

7. Permittor shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permittor's Design Guidelines and Construction Guidelines attached hereto as Exhibit "B".

9. **PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, GOVERNMENTAL ORDERS, JUDGMENTS, FINES, PENALTIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREFTER AS "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO INJURY OR DEATH OF ANY PERSONS AND/OR DAMAGE (INCLUDING ENVIRONMENTAL DAMAGE) TO, LOSS OR CONTAMINATION OR POLLUTION OF ANY PROPERTY OR RESOURCE ARISING OUT OF, RESULTING FROM, OR CONNECTED DIRECTLY OR INDIRECTLY WITH THIS AGREEMENT AND/OR THE EXERCISE OF ANY OF THE RIGHTS HEREIN, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR THE FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING FOR OR ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF,**

INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE ACTIVE OR PASSIVE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF ANY OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permittor's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permittor of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of _____] (the "Effective Date").

PERMITTOR

Phillips 66 Pipeline LLC

By: _____

Printed Name: _____

Title: _____

PERMITTEE

City of Bel Aire

By: _____

Printed Name: _____

Title: _____

COUNTY OF SEDGWICK

Notary Public in and for _____ County, _____

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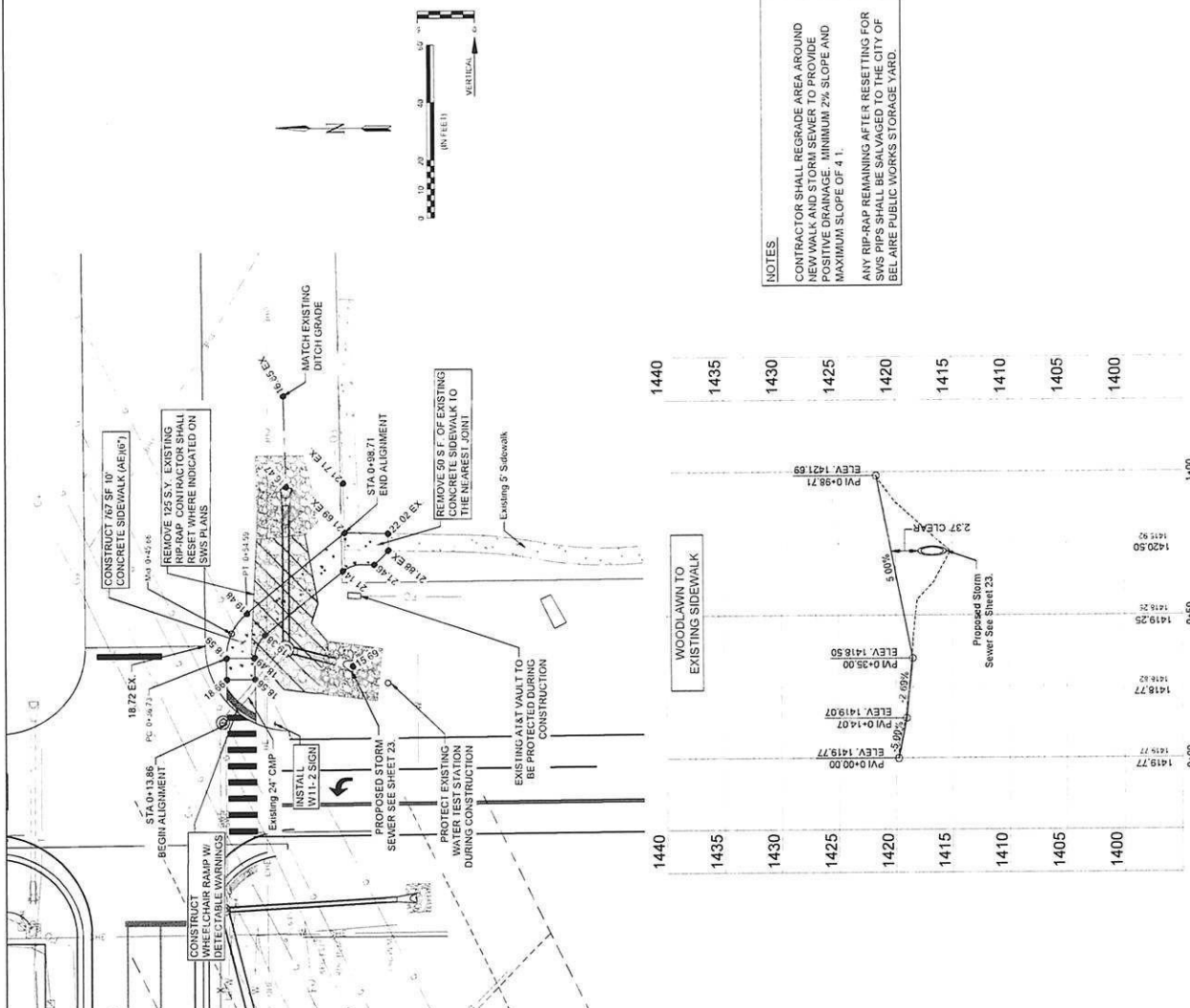
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Notary Public in and for Washington County

EXHIBIT “A”

NOTES

CONTRACTOR SHALL REGRADE AREA AROUND NEW WALK AND STORM SEWER TO PROVIDE POSITIVE DRAINAGE: MINIMUM 2% SLOPE AND MAXIMUM SLOPE OF 4 %.



NOTES

1. CONTRACTOR TO INSTALL TYPE II PAVEMENT MARKINGS ON THE WOODLAWN CROSSWALK. SEE KDOT SPECIFICATION TE309.

2. IN ADDITION TO THE TWO SIGNS SHOWN ON THIS PLAN SHEET, THE CONTRACTOR SHALL INSTALL "PEDESTRIAN" (MUTCD W11-2) SIGNS WITH SUPPLEMENTED "AHEAD" (MUTCD W16-9P) PLAQUE IN BOTH DIRECTIONS OF TRAVEL APPROACHING CROSSWALK. DISTANCE SHALL BE AT LEAST 670 FT FROM CROSSWALK AS INDICATED BY THE SIGN. SEE NEXT SHEET FOR APPROXIMATE LOCATION.

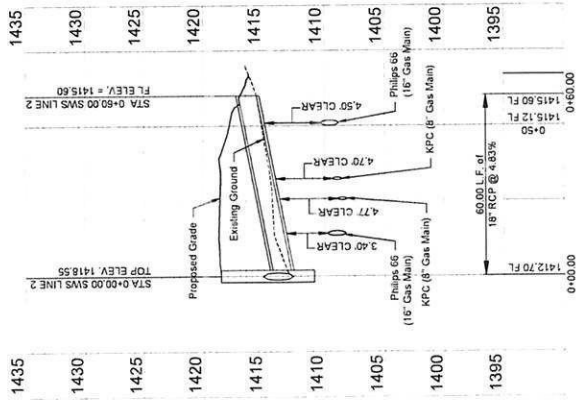
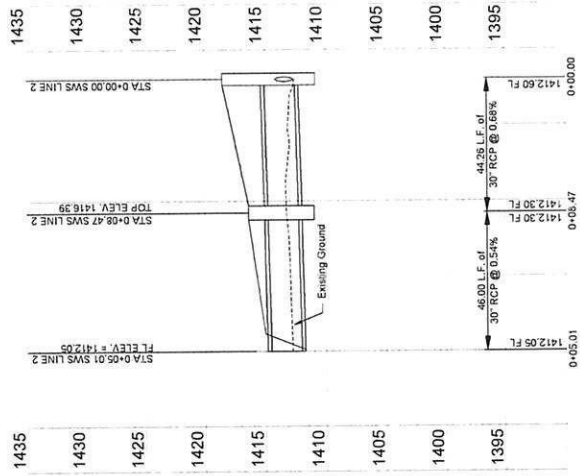
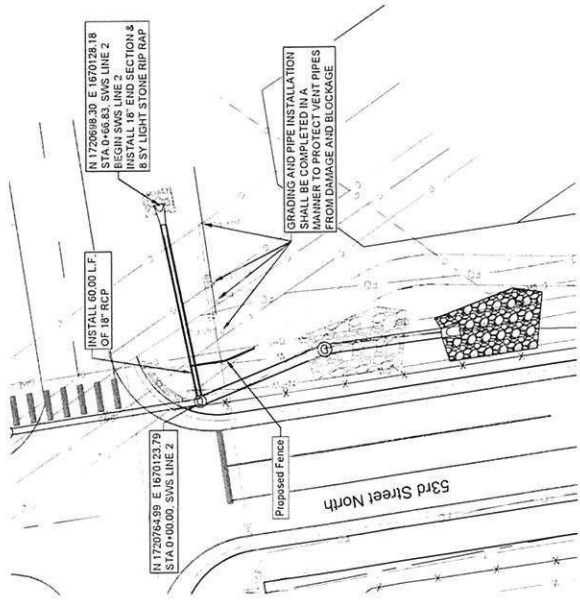
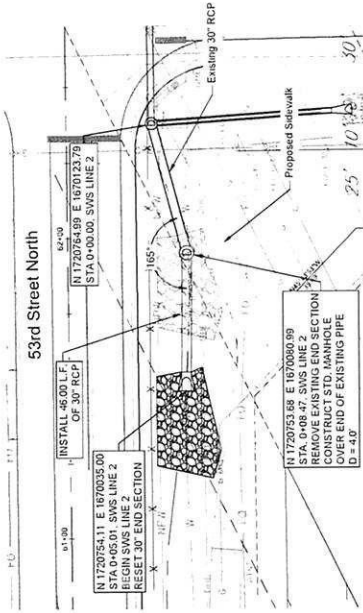


PROFESSIONAL ENGINEER
STATE OF KANSAS
No. 15173
EXPIRATION DATE 12/31/2024

1995 Midfield Road
Wichita, KS 67209
(316) 264-8008



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Section XI, Item E.

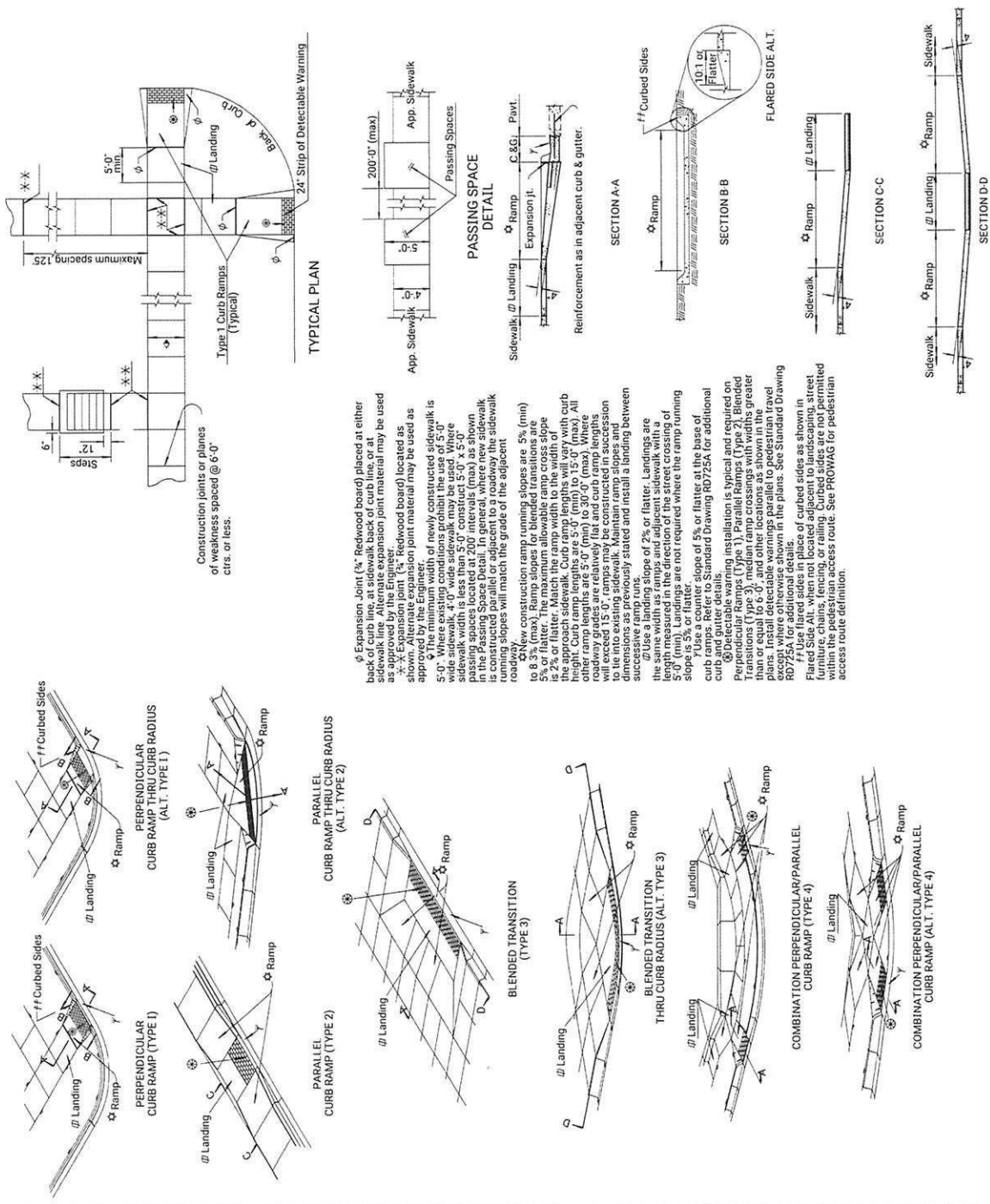
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12	02/23/17	Re: Repair Typ. Gen. Filler & Details	TR	SWK
11	10/17/11	Revised General Note	SWK	JOD
	04/17/17	Revised		

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DESCRIPTION	DATE OK	QUANTITY
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DIS SIGN OK	OF TAIL OK	QUAN OK
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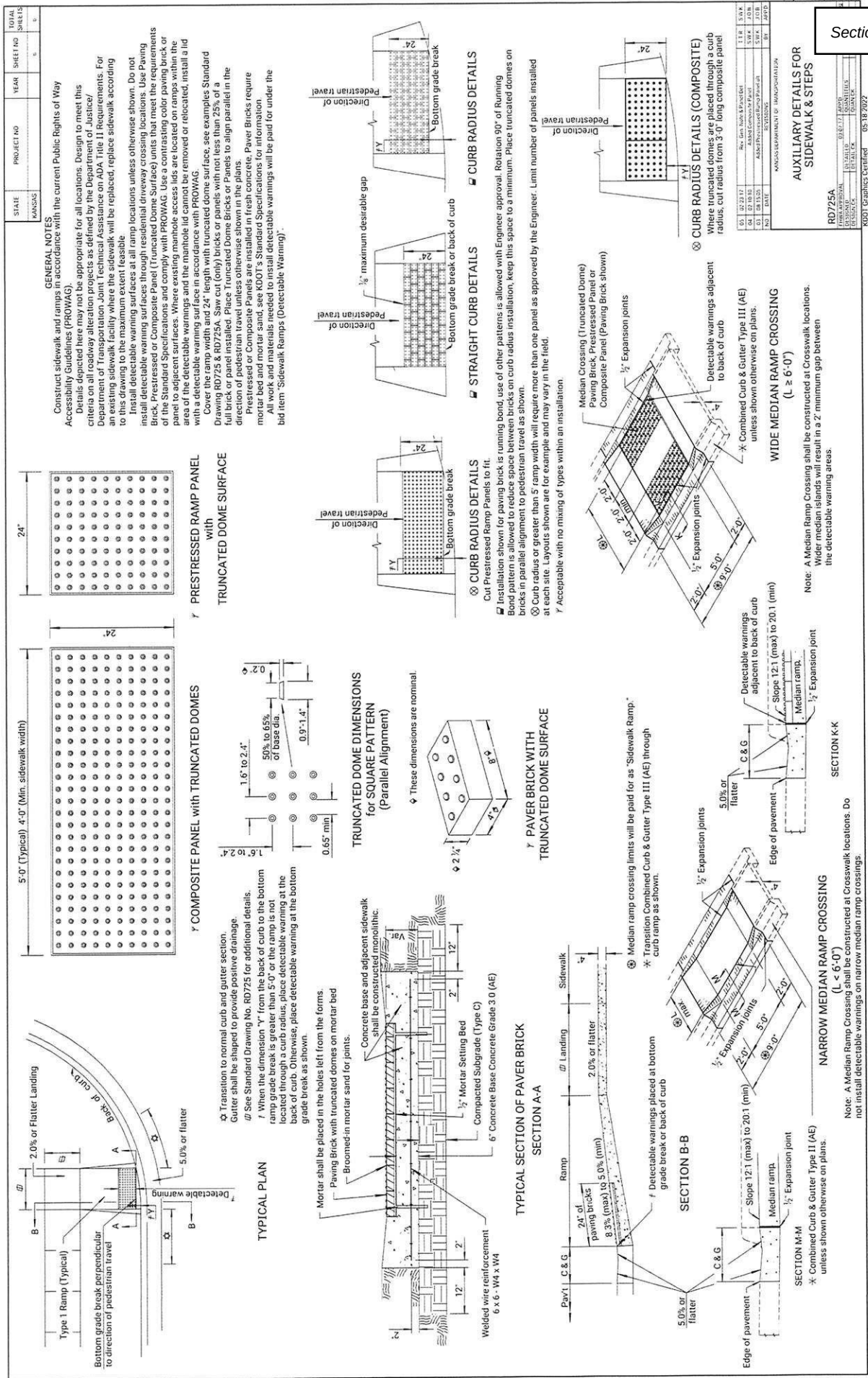


EXHIBIT “B”

DESIGN GUIDELINES AND CONSTRUCTION GUIDELINES



P66-TSD-3501 Appendix B

**General Encroachment Guidelines for Property
Developers and Land Owners near Phillips 66 Pipeline
LLC and Facilities**

Rev. 1 – Effective Date: 2022-07-01

SUPERSEDES Rev. 0 - Effective Date: 2011-01-25

Document Summary

This document is intended to provide a general listing of design and construction guidelines to be provided to encroaching parties.

Disclaimer

This standard is subject to revision at any time and will be reviewed according to the procedures of Phillips 66 Midstream Operations and reaffirmed, revised, or withdrawn. Suggestions for improvement of this standard are welcome and they should be sent to the Standards Specialist.

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General Encroachment Guidelines for Design and Construction near Phillips 66 Pipeline LLC and Facilities

Document Summary

This document is intended to provide a general listing of design and construction guidelines to be provided to encroaching parties. By having the general design criteria required by Company (Permitter), to ensure the safety of their pipelines and facilities, the encroaching party can better prepare for their designs near the pipeline and pipeline right-of-way (ROW). In addition to having the design guidelines, the construction policies allow for encroaching parties to be aware of the actual working restrictions on or near the Permitter ROW. The construction guidelines were written with the intent to be utilized on construction drawings, therefore providing details to the challenges of the work being performed near the Permitter pipeline ROW.

1.0 Design Guidelines

Company (Permitter) constructs, repairs, operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans that infringe on Permitter's rights or affect Permitter's ability to meet these requirements, modifications to the pipelines or plans shall be made. **The cost of all such modifications shall be borne by the Permittee. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:**

- 1.1. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a metes and bounds survey of the line completed across the land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
- 1.2. Uninhabited Buildings and Engineered Works: No buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures shall be permitted within 25 feet of any pipeline located within Permitter's ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within 25 feet of any pipeline located within Permitter's ROW, without Permitter's prior written approval. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW. The ROW shall be kept clear for maintenance.
- 1.3. Inhabited Structures: All private dwellings, industrial buildings, or places of public assembly shall comply with a building setback of 50 feet from the pipeline(s), and this setback requirement will be included as a deed and or plat restriction on any parcel carved out of the above referenced lands that abut the ROW. For easements containing multiple Permitter pipelines, this would be a strip extending 50 feet each side of Permitter's outermost pipelines.



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- 1.4. A greenbelt area will be established around the pipelines in the platting of any new residential or commercial subdivision subject to Permitto's easement. The width of the greenbelt should either be the width of Permitto's easement or, in the case of a blanket easement, extend 25 feet each side of a single Permitto pipeline or 25 feet each side of Permitto's outermost pipelines in the case of multiple Permitto pipelines. The purpose of a platted greenbelt in any new proposed development is to provide that no lot lines or fences cross into the ROW.
- 1.5. No fences will be allowed on the ROW without Permitto's prior written approval. Fences shall be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed. Fences that are perpendicular to the pipeline(s) shall include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipeline(s). Fences that are parallel to the pipeline(s) shall be located at least 10 feet from the nearest pipeline(s), or 25 feet if located on both sides of the line.
- 1.6. No utility poles shall be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipeline(s). Utility poles running parallel to the pipeline(s) shall be located at least 25 feet from the nearest pipeline(s). All overhead cables shall maintain a minimum height of 20 feet above grade.
- 1.7. Trees or deep-rooted plants are not permitted on the ROW. Existing trees and vegetation may be removed or side trimmed by Permitto in its sole discretion.
- 1.8. For new roads running parallel to Permitto's pipeline(s), there shall be at least 25 feet from the edge of the road to the nearest pipeline. All roads passing over Permitto's pipeline(s) shall cross at an angle as close to 90 degrees as possible. Depth of cover shall be at least 48 inches in the barrow ditches and 48 inches under road surfaces from top of pipe to top of surface. Final grade and depth of pipeline shall be surveyed in sensitive areas and results provided to Permitto and Permittee involved with the construction/modification. In addition, it may be necessary to lower and recondition, replace, relocate, or protect the pipeline(s) at the point of crossing to insure that they are not subjected to excessive stress from movement of traffic. Any such modification to the pipeline(s) shall be made at Permittee's expense.
- 1.9. Construction of parking lots over the pipeline(s) shall not be permitted without Permitto's prior written approval in an Encroachment Agreement releasing Permitto from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover shall be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots shall have jointed sections at no more than 20-foot intervals for ease of repair.
- 1.10. If the project includes over-excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permitto and the Permittee.
- 1.11. Any utilities that parallel Permitto's pipeline(s) shall maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permitto's pipeline(s). All utilities that cross Permitto's pipeline(s) shall pass underneath existing pipeline(s) by a minimum of 24 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipeline(s). The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permitto's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements shall not be allowed without Permitto's prior written approval.



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- 1.12. Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines shall be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) underground electrical lines shall be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches underneath Permittor's pipeline(s). Trenched or open cut crossings shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipeline(s). Any bored or directionally drilled high voltage line shall have a metallic tape tracer installed inside the casing for ease of locating the high voltage line.
- 1.13. If any of Permittee's lines that cross or run parallel to Permittor's pipeline(s) are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permittor and Permittee shall determine what necessary steps shall be taken to prevent the damage of either line. The survey shall be done at Permittee's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines shall be done at Permittee's expense.
- 1.14. Grade or elevation changes may not be made without Permittor's prior written approval. Changes in grade for the purpose of water retention shall not be approved.
- 1.15. Permittee shall maintain a minimum of 48 inches of soil cover over Permittor's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permittor's prior written approval. The method of achieving the required depth of cover shall be at Permittor's sole discretion.
- 1.16. The Permittor retains the right to adequately mark the Permittor's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).** The Permittor reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.
- 1.17. The Permittee shall allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permittor's ability to safely maintain and operate Permittor's pipeline(s). Temporary construction roads or crossings over Permittor's pipelines must be approved in advance in writing by Permittor. Permittee shall provide additional cover and/or stabilization to specifications determined by Permittor prior to commencement of traffic across pipelines.
- 1.18. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, shall immediately correct the problem.
- 1.19. Permittee will incorporate Permittor's Design Guidelines contained herein into any of Permittee's design and construction drawings issued "For Bid" purposes. All plan drawings issued either "For Bid" or "For Construction" will display the following statement on the drawings in areas around Permittor's pipeline(s):



WARNING: High Pressure Pipeline(s)

No Excavation or Construction in this area without ONE-CALL and without contacting Phillips 66 Pipeline LLC (P66PL) at (____) ____-____.

2.0 Construction Guidelines

(If applicable, provide the following in any construction drawing notes)

For planning purposes please notify Phillips 66 Pipeline LLC ("Permitter"), for line marking, depth probing, and prior to start of any construction activities in the pipeline right-of-way. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:

- 2.1. The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).
- 2.2. Permittee shall conduct their activities in compliance with Permitter's Design Guidelines as well as any applicable encroachment agreement in place with Permittee and or the terms of the Construction Guidelines contained herein.
- 2.3. The continued integrity of Permitter's pipelines and the safety of all individuals in the area of proposed work near Permitter's Facilities are of the utmost importance. Therefore, Permittee shall meet with Permitter representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. Permitter's on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
- 2.4. The use of probing rods for pipeline locating shall be performed by Permitter representatives only to ensure no damage to the pipeline coating. If additional work besides probing is necessary to locate the pipeline, this shall be done at the Permittee's expense under Permitter supervision.
- 2.5. Notification shall be given to Permitter at least 72 hours before start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of Permitter's work site representative. Any Permittee schedule changes shall be provided to Permitter immediately.
- 2.6. Permittee shall not commence work within twenty-five (25) feet of a Permitter pipeline or aboveground appurtenance without a Permitter representative being on site (unless otherwise agreed to by Permitter). The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within this distance. Depending on size and scope of the work, a Permitter inspector may be an additional cost to the Permittee.



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- 2.7. Heavy-wheeled equipment over 10,000 lbs or tracked equipment over 60,000 lbs working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc) shall not be allowed to operate directly over Permitior pipelines or in Permitior ROW unless written approval is obtained from Permitior. Heavy-wheeled equipment shall only be allowed to cross Permitior pipelines at locations designated by Permitior. The Permittee shall comply with all precautionary measures required by Permitior to protect its pipelines. When inclement weather exists, provision shall be made to compensate for soil displacement due to subsidence of tires.
- 2.8. Prior to each excavation, an authorized Permitior representative shall evaluate the proposed excavation to determine if a risk assessment is required. Maps, drawings, and/or records shall be readily available during the assessment and excavations.
- 2.9. During Installation of underground pipelines or facilities with drilling or boring technology, an authorized Permitior representative shall have the right to evaluate and approve the drilling plan. For a drilled crossing, provide at least 10 ft of vertical separation for crossings and 15 ft for parallel bores between new bore and existing pipelines. In addition, Phillips 66 may require Permittee to excavate an observation hole parallel to and **approximately 5 ft on one or both sides** of Permitior's pipeline(s) extending **at least 1 ft below the pipeline or bore, whichever is shallowest**. The observation hole(s) are to be monitored during both the pilot bore and back reaming.
- 2.10. Excavation or grading that might result in erosion or that could render the ROW inaccessible shall not be permitted unless the Permittee agrees to restore the area to its original condition and provide protection to Permitior's facility.
- 2.11. Permittee will remove cutting teeth from excavation equipment bucket when within 10 feet of Permitior's pipeline(s). Mechanical excavation will cease once the earth has been removed within 24 inches of a line containing hydrocarbon. Excavation will not be allowed to continue until the Permitior's pipeline, valves, and/or fittings top and sides are visible to the spotter. However, proceed with extreme caution when within three (3) feet of the pipe.
- 2.12. Permittee shall maintain a minimum of 48 inches of soil cover over Permitior's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permitior's prior written approval. The method of achieving the required depth of cover shall be at Permitior's sole discretion. Projects/modifications may include over excavating to achieve the final grade. **If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permitior and the Permittee.**
- 2.13. Temporary support of any exposed Permitior pipeline by Permittee may be necessary if required by Permitior on-site representative to complete construction of crossing. Depending on the size and the amount of exposed Permitior pipeline, additional pipeline support may be necessary to protect the pipeline from stresses that may be caused by the settling of the soil and pipeline after excavation. Consult a Permitior representative prior to the commencement of excavation for further details as to what may be required.



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- 2.14.** No “Non-Explosive” seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of Permittor’s pipeline without Permittor written approval. A vibration analysis will need to be conducted to ensure no potential damage to the pipeline. Work shall only resume with written approval from the Permittor.

2.15. No blasting shall be allowed within 1320 feet of Permittor’s facilities without Permittor written approval. Notification of blasting shall be given to Permittor including a complete blasting plan. A pre-blast meeting shall be conducted by the organization responsible for blasting. Permittor shall have a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.

(End of Document)

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 9, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: KPC Pipeline Encroachment Agreement

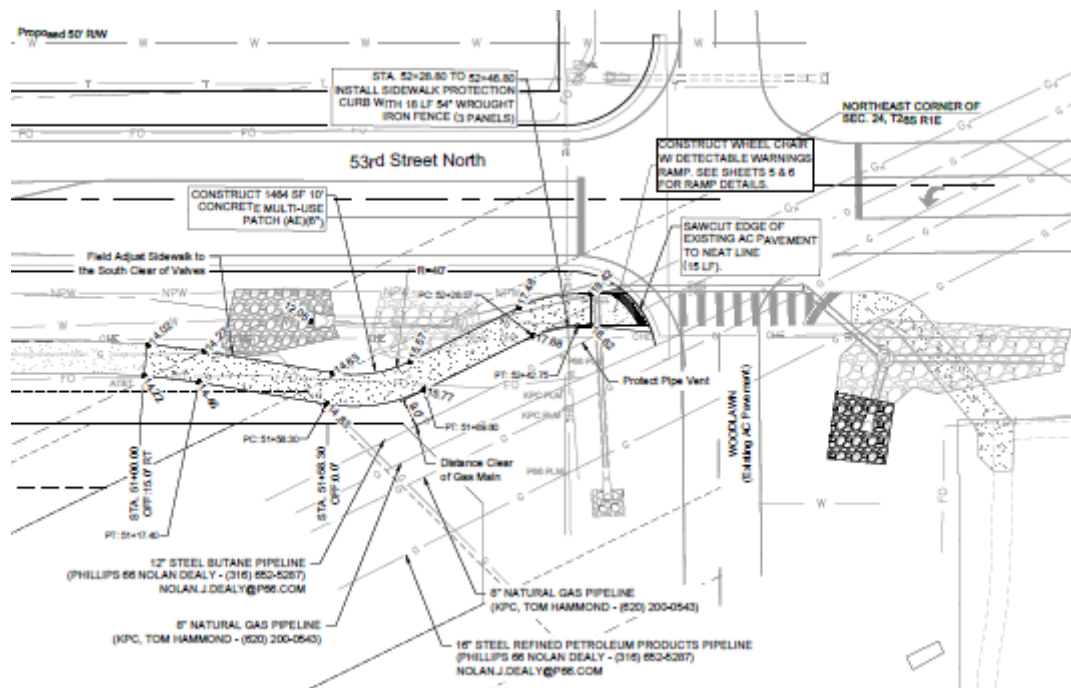


BACKGROUND:

The City's multi-use path that is under construction along the south side of 53rd Street from Oliver to Woodlawn encroaches into the pipeline easement for both Phillips 66 and KPC pipeline companies.

DISCUSSION:

The City has been working with both Phillips 66 and KPC to work through their concerns and make adjustments to the 53rd Street sidewalk plans accordingly. The final version of the sidewalk plans was presented to both pipeline companies and an Encroachment Agreement provided.



FINANCIAL CONSIDERATIONS: It should be noted that this Agreement includes a construction observation and inspection fee of \$800/day and the consideration fee of \$10.00 payable to KPC.

POLICY DECISION: Council needs to consider entering into an agreement with KPC.

RECOMENDATION: It is the recommendation of staff to enter into the agreement with KPC for the sidewalk encroachment.

ENCROACHMENT AGREEMENT

STATE OF KANSAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SEDGWICK)

WHEREAS, KPC PIPELINE LLC, a Delaware Limited Liability Company, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated July 22nd, 1930 from H A G Tjaden and Martha Tjaden, husband and wife covering lands in Sedgwick County, Kansas, said instrument being filed of record in Book Misc. 98, Page 198 of the records of Sedgwick County, Kansas, and later amended by that instrument titled Amendment of Right of Way Agreement, dated April 24, 2007, and filed of record in DOC#/FML-PG 28860053 of the records of Sedgwick County, Kansas and also of recorded with the final plat of Chapel Landing 7th (hereinafter collectively referred to as the "Right-of-Way"),

WHEREAS, Permitter owns and operates an eight-inch (8") and ten-inch (10") pipeline in the lands covered by Permitter's Right-of-Way; and

WHEREAS, City of Bel Aire, A Municipal Corporation in the State of Kansas (hereinafter referred to as "Permittee", whether one or more) with an address of 7651 East Central Park Avenue, Bel Aire, Kansas 67226, Attn: Anne Stephens, City Engineer, is the owner of a tract of land which is subject to the above specified Right-of-Way, said tract being described in the Plat filed of record as stated above, of the records of Sedgwick County, Kansas; and said tract being described as follows:

Part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East, in the City of Bel Aire, Sedgwick County, Kansas, being more particularly described as follows:

The North 150 feet of the East 150 feet in the Northeast Quarter of Section 24, Township 26 South, Range 1 East, in the City of Bel Aire, Sedgwick County, Kansas.

WHEREAS, Permittee has requested permission to encroach upon Permitter's Right-of-Way located on Permittee's land specified above by constructing a 10 foot wide Sidewalk and Storm Water Drainage Facilities, including the following items; a 30 inch reinforced concrete pipe running East and West along 53rd street, a 18 inch reinforced concrete pipe running North and South along Woodlawn, a 6 inch protection curb along the Southside of the Sidewalk, 54 inch Black Aluminum Fence paralleling the Southside of the sidewalk, {hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permitter is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1 Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Right-of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Right-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter.

2 Permittee has been advised and is fully aware that Permitter now has, and shall continue to have, the right to utilize the land within the Right-of-Way and Permitter is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from any lost business or consequential damages resulting from Permitter's above-described activities, howsoever caused.

3. Permittee shall give Permittor at least five (5) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Right-of-Way, or any movement of equipment across the Right-of-Way, in order that Permittor shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permittor's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

KPC PIPELINE LLC
Robert Clover
Regional Manager of Operations
19970 West 161st Street,
Olathe, Kansas 66062
913-522-7501

4. Any future encroachments by Permittee on, or disturbances of, Permittor's Right-of-Way are strictly forbidden unless expressly permitted by Permittor under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permittor's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permittor's pipeline(s), or the operation of such pipelines located within Permittor's Right-of-Way.

5. Nothing in this Agreement shall be construed as a release of any of Permittor's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permittor's sole judgment, to lower or relocate Permittor's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permittor at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permittor's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permittor.

7. Permittor shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permittor's Design Guidelines and Construction Guidelines attached hereto as Exhibit "B".

9. PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD PERMITTOR, KPC PIPELINE LLC, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, GOVERNMENTAL ORDERS, JUDGMENTS, FINES, PENALTIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREFTER AS "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO INJURY OR DEATH OF ANY PERSONS AND/OR DAMAGE (INCLUDING ENVIRONMENTAL DAMAGE) TO, LOSS OR CONTAMINATION OR POLLUTION OF ANY PROPERTY OR RESOURCE ARISING OUT OF, RESULTING FROM, OR CONNECTED DIRECTLY OR INDIRECTLY WITH THIS AGREEMENT AND/OR THE EXERCISE OF ANY OF THE RIGHTS HEREIN, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR THE FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING FOR OR ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE ACTIVE OR PASSIVE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF ANY OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permitter's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permitter of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. All construction activities across and over the Easement shall be performed in a good and workmanlike manner and performed in such a manner as to neither substantially interfere with the Permitter's use of its Easement or to otherwise damage the Pipelines or impede Permitter's access to the Easement. All operations of Permittee and its contractors shall be in compliance with the General Encroachment Guidelines attached hereto as Exhibit B, incorporated in this Agreement by this

reference. Where a conflict exists between such Guidelines and this Agreement, the Guidelines shall control.

13. Specific compliance shall include:

- a) All underground Permittee's utility crossings being placed under the Pipelines shall: (i) have a minimum clearance of 24" to 26"; (ii) cross, as reasonably practicable, at 90 degrees to the Pipelines, but in no event less than 45 degrees; (iii) be encased in a minimum Schedule 40 PVC; and (iv) if open cut, be covered with a red concrete slab a minimum of 4" thick and 24" wide and over pipelines for a distance of 10 feet on both sides of the Pipelines.
- b) Permittee shall provide additional compacted cover to a total depth of 4 feet above ground over the Pipelines at all road and temporary crossing points. Additionally, crane crossing mats shall be utilized on site and used at any time heavy equipment crosses the Pipelines. All fill material will be dumped and bladed into place as not to allow any additional surface pressure on the Pipelines. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over the Pipelines. No vibrating equipment will be utilized for compaction of material or fill over the Pipelines.

14. Prior to the commencement of construction activities, specifically including, but not limited to, utility and road grade buildup, crossings or other work, and digging or construction in the vicinity of the Pipelines, Permittee shall: (i) notify ONE CALL a minimum of 72 hours in advance of any such activity, and (ii) notify Permittor a minimum of 5 business days in advance of any such activity, in each case identifying the location of the activities so that a representative of

Permitter may be on site to observe and inspect said activities. The notice required by this paragraph shall be by telephone contact as follows:

Kansas ONE CALL: Dial 811 or (800) 344-7233.

KPC Pipeline LLC
Mr. Robert Clover
Regional Manager of Operations
19970 West 161st Street
Olathe, Kansas 66062
913-522-7501

15. Permittee shall reimburse Permitter at the rate of eight hundred dollars (\$800.00) per full day in connection with Permitter's observation and inspection of construction activities referred to in Paragraph 1, above. Permitter will invoice Permittee on monthly billing cycles which Permittee shall pay within ten (10) days of the invoice.
16. Permittee acknowledges that the Pipelines are cathodically protected, and hereby covenants and agrees: (a) that Permittee shall operate and maintain the Improvements in the vicinity of the Pipelines in such a manner as not to interfere in any way with the Pipelines' cathodic protection; and (b) that Permittee assumes the risk of any injury to the Improvements which may occur due to the proximity to or existence of Permitter's cathodic protection system, and shall indemnify, defend and hold Permitter harmless of and from any and all claims in connection with any such injury to the Improvements.
17. **PERMITTEE FURTHER HEREBY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS PERMITTOR, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, LIABILITY, INJURY, DAMAGE, ACTION, AND/OR CAUSE OF ACTION ARISING**

FROM OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION ACTIVITIES, IMPROVEMENTS AND OPERATIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE INDEMNIFIED PARTIES' NEGLIGENCE OR WILLFUL MISCONDUCT.

18. No poles, towers, light poles, and vertical structures will be located at the edge of the Easement.
19. Prior to commencement of any work on the Project, Permittee shall facilitate a safety meeting, to be conducted by Permittor, with all contractors and subcontractors working within the Easement.
20. All crossings over the Pipelines will be designated with above ground markers installed by Permittor. Permanent above ground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of Permittor's Easement and/or at the crossing.
21. Temporary Road Crossings. Permittee shall install a temporary fence 25 feet either side of the access road in a perpendicular angle to identify the approved crossing point. Pipeline crossings will require 4 feet of fill padding over the Pipelines. The 4 feet will be above existing ground elevation. All fill material will be of clean and compactable fill over the Pipelines. Padding and fill will continue 10 feet past each Pipeline. Fill will be maintained and graded throughout the course of the Project. A surface grade of clean gravel or geo grid mat material may be utilized if needed. Access road must be maintained to keep compaction and not allow pumping of fill material of super impressed loading over the Pipelines. When crossing the Pipelines, no equipment over 15,000 pounds will cross without the installation of crane mats or a larger dirt berm to pad the Pipelines. This includes, but is not limited to, all vehicles, concrete trucks, dump trucks, and misc. machinery, etc. All fill material will be dumped and bladed into place so as not to allow any additional surface pressure on

the Pipelines. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over the Pipelines. No vibrating compactors are allowed within 50 feet of the Pipelines.

22. Permittee agrees to immediately contact Permittor in the event of any incident involving, or potentially involving, either of the Pipelines at the following:

KPC Pipeline, LLC
 Mr. Robert Clover
 Regional Manager of Operations
 19970 West 161st Street
 Olathe, Kansas 66062
 913-522-7501

23. Mechanical excavation will cease once the earth has been removed to within 2 to 4 feet of either of the Pipelines. Shovels must be used to manually clean the area above and below the Pipelines. After the Pipelines have been initially located, the Pipelines shall be kept visible to the equipment operator during the excavation process. Permittor may require shoring or another type of support to protect the Pipelines' integrity. All backfill on Permittor's Easement shall be mechanically compacted to acceptable compaction ratios. No vibrating compactors are allowed within 50 feet of the Pipelines.
24. Permittor requires that each Pipeline be potholed to verify depth at centerline of the proposed crossing point. Vacuum excavation will be performed to locate the Pipelines. A Permittor representative must be onsite during excavation. All excavation costs will not be incurred by Permittor. Pothole measurements and distances will be supplied to the contractor and construction company for work around the Pipelines.
25. Permittee shall identify alignment of the Pipelines on plan sheets with size of the Pipelines, identify the Pipelines with Permittor's name, "KPC Pipeline, LLC," and "Caution High Pressure Natural Gas Pipeline." The plans shall show the Pipelines on

all drawings including grading plan, drainage plan, construction plan and profile, cross sections, landscaping plan (not in Easement, etc).

26. Permittor shall not be responsible for any repair or restoration of any installations of any type within its Easement. In the event the Permittee requires the temporary or permanent removal of such items, said replacement installations will be at Permittee's expense. In no event shall any such work or any Improvements obstruct the Easement.
27. All Improvements shall be constructed and maintained to comply with all applicable laws, rules, regulations, ordinances, codes, and industry standards and laws of the State of Kansas and any Federal requirements.
28. This Agreement will be enforced by Permittor to adhere to all pipeline safety standards and to preserve all pipeline integrity standards during the course of the Project. In the event of any noncompliance with any of the requirements, conditions, or specifications of this Agreement a written notice to Permittee will be issued to Permittee who shall comply immediately.
29. No adverse drainage will be diverted over the Easement to cause erosion. Approved concrete flumes of drainage swales are considered on a case-by-case basis.
30. Neither Permittee nor any of its contractors or subcontractors shall conduct any excavation activities within the Easement without a Permittor representative being present.
31. Permittee shall ensure that emergency contact numbers for Permittee shall be listed on all plans in addition to "Caution High Pressure Natural Gas Pipeline" in reference to the Pipelines.

32. The Permittee and/or its contractor shall furnish Permittor satisfactory evidence of insurance coverage or a Certificate of Insurance prior to beginning work across or near the Pipelines. Coverage must be in a form acceptable to the Permittor prior to granting approval to commence construction. In the event of construction under the Pipeline, the Permittor must be named as an additional insured on such insurance policies. Any rights of subrogation or recovery will be waived in favor of the Permittor.
33. This Agreement and each covenant, term and condition contained herein shall be binding upon the heirs, successors, and assigns of the parties hereto and will run with the land perpetually.
34. Neither the Permittee nor its contractors shall perform or allow any blasting within six hundred (600) feet of the Pipelines, and no blasting will exceed 1.0 as certified by an approved seismograph. A seismograph is required on all blasting within 600 feet of the Pipelines. A blast survey must be provided before and after each shot or blast. A copy of the blasting permit must be provided to the Permittor with a specific blasting plan criteria for each blast. Seismograph readings will be provided instantly after each blast and supplied in writing via email to the Permittor.
35. No crossings of the Pipelines are allowed except for those authorized in writing by the Permittor.
36. No fences, trees, landscaping, buildings, or other permanent structures (except as otherwise permitted under this Agreement) are allowed in the Easement.
37. The Permittee will supply Permittor with the most current construction plans and all plans relating to the encroachment of the Easement. The plans will be submitted with the execution of this Agreement on behalf of the City. No plan changes relating to the Easement will be made without supplying adequate documentation to Permittor, including additional construction techniques and the justification for the desired plan

change(s).

38. Permittor shall have the right to cut and remove any pavement or other surface structures or Improvements located on or in Permittor's Easement without obligation to repair, resurface or dispose of removed materials. Permittor shall, when feasible, give the Permittee notice prior to scheduled work activities on or near the Pipelines. Furthermore, in case of an emergency or maintenance repair all parties agree to closure of the roadway as requested by the Permittor. Barricades and road closures including signage will be the responsibility of the Permittee. Permittor will advise the Permittee when activities are completed, and the street can be reopened. The roadway closure will be 200 feet on either side of the Pipelines and street intersection. In the event of an emergency all public safety concerns will be adhered to protect the public and the integrity of the Pipelines.
39. Permittor will record the document upon obtaining the original signed documents and will request reimbursement from the Permittee for filing fees as paid to the Sedgwick County Register of Deeds office in Wichita, Kansas.
40. Any waiver of any portion of this Agreement must be in writing and in no way waives any other part of this Agreement.

“Permittor”
KPC Pipeline LLC

By: _____
Lee W.C. Bullock
President

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

On this _____ day of _____, 2026, before me, the undersigned NOTARY PUBLIC, personally appeared **LEE W. C. BULLOCK**, known to me (or satisfactorily proven) to be the person whose name is subscribed as **PRESIDENT, of KPC PIPELINE, LLC**, and acknowledged that he, as such being **PRESIDENT** authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said **KPC PIPELINE, LLC**, by himself as **PRESIDENT**.

Notary Public _____

My Commission Expires: _____

"Permittee"

City of Bel Aire, A municipal Corporation in the State of Kansas

By: _____

Printed Name _____

Title _____

STATE OF KANSAS §

§

COUNTY OF SEDGWICK §

On this _____ day of _____, 2026, personally appeared _____, to me personally known, who, being duly sworn did say that he / she is the _____ (Title), **CITY OF BEL AIRE, A MUNICIPAL CORPORATION OF KANSAS** and acknowledged to me that he / she executed the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Notary Public _____

Notary Printed Name _____

My Commission Expires: _____

EXHIBIT "A"
PROJECT PLANS
(KPC WILL INSERT)

EXHIBIT “B”**KPC PIPELINE LLC****ENCROACHMENT AGREEMENT REQUIREMENTS AND GUIDELINES
FOR LAND DEVELOPMENT, PROPERTY OWNERS, AND UTILITIES****Important Notice Information**

Excavation activity can damage pipelines resulting in the release of hazardous gases or liquids, which may cause serious injury or death to people, damage to property or the environment. To avoid damaging a pipeline adhere to the following information:

1. Call the appropriate KS ONE CALL system(s) at least 48-72 hours before work is to begin.
2. Look for evidence of a pipeline, such as warning signs or markers, aerial patrol markers, casing vents, placards, and aboveground pipelines.
3. Never assume the location of the pipeline because it can change directions abruptly without above-ground physical evidence, the depth can vary substantially in short distances, and more than one pipeline may be present.
4. Call KPC Pipeline LLC at the telephone number below for free pipeline location service and on-site assistance before ANY activity is performed on or near our easement area of pipeline corridor.
5. Follow KPC Pipeline, LLC’s specifications described herein when performing work near KPC Pipelines.

THIS ENCROACHMENT AGREEMENT (EA) REQUIREMENTS AND GUIDELINES IS GRANTED SUBJECT TO THE CONDITIONS AND SPECIAL PROVISIONS SHOWN BELOW AND STRICTLY FOLLOWED BY ALL THIRD-PARTY PERMITTEES.

Conditions

1. Executed encroachment agreements (EA), are subject to all existing rights of KPC Pipeline LLC.
2. Permittee will perform the Permitted Work or construct, maintain, relocate, and remove the Permitted Facility at no expense to KPC Pipeline, LLC. KPC Pipeline, LLC shall have the right to cut and remove any pavement or other surface structures or improvements now or hereafter located over or access a KPC Pipeline, LLC pipeline without prior notice or any obligation to repair, resurface or dispose of removed material, for the purpose of exercising any rights granted to KPC Pipeline, LLC under the pipeline rights of way and easements granted.
3. Any work performed near the pipeline without the presence of a KPC Pipeline, LLC representative will necessitate that the pipeline be exposed for inspection and needed repairs performed at the Permittee’s or responsible party’s cost.
4. This EA shall be revocable by KPC Pipeline, LLC in the event of Permittee’s noncompliance with any requirements, conditions, or specifications of the Permit, upon notice given to Permittee and/or the Owner of the Permitted Facility.
5. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS KPC Pipeline, LLC, ITS PARENT, ASSOCIATED AND AFFILIATED COMPANIES, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LOSS, DAMAGE, CLAIM SUIT LIABILITY, JUDGMENT AND EXPENSE (INCLUDING ATTORNEYS’ FEES AND OTHER COSTS OF LITIGATION AND ANY FINES, PENALTIES AND ASSESSMENTS ARISING OUT OF INJURY, DISEASE OR DEATH OF PERSONS (INCLUDING THAT OF THE EMPLOYEES OF KPC Pipeline, LLC OR PERMITTEE OR THEIR CONTRACTORS AND SUBCONTRACTORS), DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING THAT OF KPC Pipeline, LLC OR PERMITTEE OR THEIR CONTRACTORS AND

SUBCONTRACTORS), AND ANY ENVIRONMENTAL HARM, OR DAMAGES TO NATURAL RESOURCES, CAUSES BY, ARISING OUT OF OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, THE ACTIVITIES OF PERMITTEE AND ITS CONTRACTORS OR SUBCONTRACTORS IN THE CONSTRUCTION OPERATION AND MAINTENANCE OF PERMITTEE'S PERMITTED FACILITY ACROSS KPC PIPELINE, LLC'S PIPELINES AND ASSOCIATED RIGHTS-OF-WAY.

6. Permittee at no cost to KPC Pipeline, LLC shall supply KPC Pipeline, LLC, surveys, and design drawings, if KPC Pipeline, LLC deems necessary.
7. KPC Pipeline LLC maintains the right to cease permitted operations, if KPC Pipeline LLC deems it necessary.
8. KPC Pipeline, LLC reserves the right to alter the terms of this Permit at any time, provided that the Permittee will be given a reasonable time to comply, at Permittee's expense, with any new requirements.
9. All Permitted Work or Facilities shall be constructed and maintained to comply with all laws and safe practices with pipeline industry standards.
10. The permission herein granted by KPC Pipeline LLC is limited to its interest and authority in the subject land and Permittee acknowledges the possible obligation to obtain the required permission from other parties of interest or the Government. KPC Pipeline LLC permits this Facility only to the extent it may do by law.
11. This Permit does not change or modify any provisions of KPC Pipeline, LLC's existing right-of-way contacts, or easements, unless such easements are required to be amended as a result of Permittee's encroachment. Permittee acknowledges that the granting of this Permit may require amendment of the existing right-of-way contract or easement to reflect a change in land use or land rights.
12. At no cost to permittee, KPC Pipeline, LLC representation, will erect temporary flags marking the pipeline's location and shall be present during all active work periods to observe excavation or other construction activities near the pipeline. Permittee shall provide advance notice of a minimum of five (5) business days prior to any construction and arrange for a KPC Pipeline, LLC representative to be on site during work activities.
13. Permittee shall not notify or alter the Permitted Encroachment, nor construct or permit additional encroachments on the Right-of-Way, without KPC Pipeline, LLC prior written consent.
14. The terms, conditions, and provisions contained herein shall be binding upon the parties hereto, their heirs, successors, and assigns.

Specifications

1. ALL PIPELINES, UTILITY LINES and other underground facilities constructed across KPC Pipeline, LLC owned and/or operated pipeline must be installed with a vertical separation of twenty-six inches or greater between structures. All facilities crossing a KPC Pipeline, LLC pipeline shall be made of, or encased in, heavy wall HDPE plastic, Schedule 80 PVC, or thick wall steel pipe with threaded or welded joints the entire width of KPC Pipeline, LLC's right of way. Horizontal separations will be determined on a case-by-case basis, but twenty-six inches is the recommended separation or greater. Electrical conduit and cables are excluded, please refer to paragraph 2. All work and cleanup will be conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. All buried lines crossing the pipeline(s) must cross at an angle of not less than 45 degrees from the pipeline(s), 90 degrees is the preferred angle. Vinyl direct buried red warning tapes shall be placed above the crossing line.
2. ALL UNDERGROUND ELECTRICAL CABLES shall be installed with a vertical separation of twenty-six inches or greater between structures, with all plans, work and cleanup conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the electrical cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be conveyed with red reinforced concrete or flowable fill with a minimum width of six inches on each side and above the conduit, for the entire width of KPC

Pipeline, LLC's right of way for permitted crossings above the pipelines. KPC requests all crossings be below all pipelines.

3. ALL UNDERGROUND ELECTRICAL FIBER OPTIC CABLES shall be installed with a vertical separation of twenty-six inches or greater between structures with all KPC Pipeline, LLC, work, and cleanup conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the fiber optic cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be covered with red reinforced concrete or flowable fill, with a minimum width of six inches on each side and above the conduit, for the entire width of KPC Pipeline, LLC's right of way.
4. ALL PROPOSED ROADS, STREETS, or DRIVEWAYS shall be constructed with a minimum cover of forty-eight inches of dirt or cover in addition to the subgrade of the roadway, as measured from the top of the KPC Pipeline. If a KPC Pipeline, LLC pipeline requires vertical adjustment to accommodate a roadway, street, or driveway crossing, the cost of any such lowering or relocation shall be borne by the party or parties requesting the adjustment. With each request involving roads, streets, or driveways. KPC Pipeline LLC reserves the right to excavate to expose and inspect its pipeline(s) to determine the need for pipe replacement, full encasement, or replacement of heavy wall pipe. The cost of this activity will be at the expense of the requested party.

A. PIPELINE MINIMUM COVER REQUIREMENTS

- i. Forty-eight inches or greater of dirt from the bottom of subgrade under a road, street, or driveway to the top of KPC Pipeline, LLC's pipeline.
- ii. All excavated areas will be restored with forty-eight inches of dirt cover to the top of KPC Pipeline, LLC's pipeline(s).
- B. Any concrete paving (other than the road, street or driveway crossings of a KPC Pipeline, LLC pipeline) i.e. a parking lot should it be approved to be constructed over the KPC Pipeline, LLC's pipeline by a KPC Pipeline, LLC representative shall (a) be reinforced, (b) not exceed 4 inches in thickness, (c) be constructed in 10 foot by 15 foot horizontal panels (15' dimension shall be perpendicular to the pipeline) with appropriate expansion joints, (d) containing lifting rings, and (e) conform to the minimum cover requirements stipulated above.
- C. KPC Pipeline, LLC shall have the right to cut and remove any pavement or other surface structures or improvements now or hereinafter located over or across a KPC Pipeline, LLC pipeline, without prior notice or any obligation to repair, replace, resurface or dispose of removed material, for the purpose of exercising any rights granted to KPC Pipeline, LLC under the pipeline rights of way and easements. If KPC Pipeline LLC damages the Permitted Facility, Permittee shall, at Permittee's sole expense be responsible for the replacement of the Permitted Facility that was removed or damaged by KPC Pipeline, LLC, and KPC Pipeline, LLC shall not be required to pay any damages to Permittee.
- D. APMA color coded vinyl warning tape (yellow) will be placed under the paved area along the route of each pipeline(s).
5. ANY DRAINAGE DITCHES shall be constructed with a minimum cover, and measured from the lowest point in the ditch, to the top of pipe as follows:
 1. Concrete lined – 28 inches (not including concrete width)
 2. Unlined – 48 inches

Any drainage canals that shall be constructed with a minimum of sixty inches of cover below the ultimate flow line with pipeline weights be considered at the permitter's expense.

6. TEMPORARY (HAUL) ROAD crossings shall be constructed with a minimum ground cover (as measured from the surface of the road to the top of the pipeline) of six feet. A temporary earthed berm may be constructed to meet this requirement. Where it is necessary for heavy equipment to cross the pipelines, additional measures may be needed to effectively distribute the weight of such equipment, for example, installing additional cover, timber matting, crane mats, and/or a temporary air bridge for passage over the pipeline(s) as needed.

7. LAKES OR OTHER BRIDGES OF WATER shall not be constructed over the pipeline or within the boundaries of the pipeline easement. Additionally, the surface cannot be developed or changed in any way that would cause rainwater or runoff to collect on the pipeline right-of-way.
8. DRILLING OR BORING shall require additional damage prevention measures, whether installing a crossing or otherwise conducting such operations within twenty-five feet of the pipeline. It is KPC Pipeline, LLC's policy visual unearthed window or peepholes or sheet piling be installed to an elevation lower than the pipeline before drilling/boring to help ensure its protection. KPC Pipeline, LLC requires continuous tracking of the drilling head as well as using a physical technique (such as probing) to ascertain the exact location of the head before it crosses the KPC Pipeline, LLC pipeline. KPC Pipeline, LLC may also require that the pipeline be exposed when near drill/bore entry or exit points. All HDD or Bores will cross level below the pipeline before moving any direction horizontally.
9. ABOVE GROUND LINE CROSSINGS. All overhead wires shall maintain a minimum clearance of twenty feet from the surface of the ground to the location of the lines lowest sag point. All poles will maintain a minimum distance of twenty-five feet from any pipeline(s). All poles, guy wires, and footings are prohibited within the easement area without the prior written consent of KPC Pipeline, LLC. Vertical structures are required to be 110% distance away as the measured in height from the pipeline.
10. If KPC Pipeline, LLC determines it is necessary to lower, encase or otherwise adjust a KPC Pipeline, LLC pipeline because of the landowner's (developer's, permittees, etc.) construction activity, the landowner or developer shall reimburse KPC Pipeline, LLC for the cost of lowering, encasement, pipeline replacement, or other adjustments as requested by KPC Pipeline.
11. Please notify the local KPC Pipeline, LLC District Operations office at: 913-764-6015 at least five (5) business days prior to commencing any excavating or construction activity in the vicinity of any KPC Pipeline, LLC pipeline. The National One Call law requires that the One Call System be notified at 811 before starting any excavation or construction activity. If you are unable to contact the above KPC Pipeline, LLC representatives, please contact the Pipeline Control Center, and the information will be relayed.
Pipeline Control Center (24-hours): 1-800-467-2751 and Robert Clover 913 522-7501
12. No excavating or construction activity shall be conducted within 30-feet of any KPC Pipeline, LLC pipeline, or related facility in the absence of a KPC Pipeline, LLC representative. All plans that are submitted to KPC Pipeline LLC for review and plan approval shall have the two phone numbers above, along with the five (5) business days' notice of commencement, imprinted on plans.
13. Any contractor, developer, geophysical entity, etc., planning blasting operations within eight hundred feet of any KPC Pipeline, LLC pipeline or facility shall submit a blasting plan to KPC Pipeline, LLC for approval. This plan will include hole depth diameter, spacing, burden, delay times, maximum change weight per delay, sequence, explosive type, and blast zone relative to the KPC Pipeline, LLC pipeline, or facility. Under NO circumstance will blasting or seismic shot holes be allowed within 300-feet of any KPC Pipeline, LLC. All blasting within eight hundred feet of the pipeline(s) will require a seismograph to be recorded on each blast. Copies of the blasting plan and blast reports will be emailed after each blast that day. No seismic activity will exceed 1.0 peak particle velocity, during blasting, hammering of rock, pile driving, sheet pile driving or any vibrating activities within eight hundred feet of KPC Pipeline. Hammering of rock within three hundred feet of the pipeline will require a seismograph recording daily activity. All hammering of rock will stop when the seismic readings approach 1.0. Vibration monitors are not allowed. Seismographs are required on all blasting, hammering of rock, pile driving sheet pile driving or any subsequent vibrating proposed with the overall construction activities. A copy of the blasting certificate or approval from the fire Marshall shall be provided before blasting is allowed. Instantaneous seismograph readings will be available to pipeline personnel after each blast. All pile driving and expected vibration during construction will be recorded, and available during construction. All seismographs will have a current calibration certificate within 180 days of construction activities; Bump tests may be required daily if determined

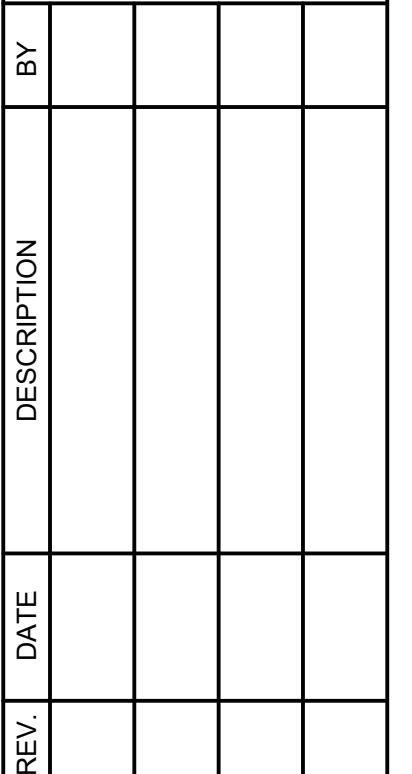
by KPC Pipeline. Pile driving will commence at the farthest location and proceed closer to the pipeline to not exceed 1.0.

14. No signs, billboards, monuments, buildings, power poles, light poles, structures, manholes, parking lots, shrubbery, picnic tables, benches, sidewalks, trails, landscaping, sprinklers, sheds, or trees, baseball diamonds, soccer field, skate park, pedestrian or bike trails, public attractions, or engineering works of art, shall be located within a KPC Pipeline, LLC right of way and easement area so that the pipeline can be maintained without damaging these structures or being impeded by them.
15. No excavation shall be made on land adjacent to any KPC Pipeline, LLC pipeline which will in any way impair, impede, divert, cause erosion, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the KPC Pipeline, LLC facilities and pipeline right of way. Concrete flumes and ditch liners will be installed to carry water across the pipeline right of way to prevent erosion and potential exposure of the pipelines.
16. No fence shall be placed across KPC Pipeline, LLC right of way without written permission from KPC Pipeline, LLC. If fences are permitted, 14-foot gates must be installed on the right of way, and keys to any installed locks shall be provided to KPC Pipeline, LLC. Fence post placement is allowed with KPC approval at designated locations. Fences will not impair the ability for KPC to have access or the ability to inspect the pipeline.
17. Side cutters, tiger teeth, rock teeth, and raw teeth shall be removed from the bucket of all excavation equipment, and a bar shall be installed across the teeth during excavation in the vicinity of any KPC Pipeline.
18. No paving is to be placed over any KPC Pipeline, LLC right of way without prior written permission from KPC Pipeline, LLC. KPC Pipeline has specific and stringent requirements for parking and paving over the pipeline. No vibratory equipment within pipeline right of way.
19. Any damage to existing KPC Pipeline, LLC pipelines, facilities, pipeline insulation and/or coating, casing, markers, and/or signs, test leads, vent pipes, fences, gates, cathodic protection, ground bed, electrical appurtenances, and/or any other associated pipeline apparatus resulting from the installation, construction, maintenance or operation of any third party facilities crossing KPC Pipeline, LLC's pipelines shall be repaired to KPC Pipeline, LLC's satisfaction or replaced at the sole cost and expense by the responsible party within 15 days after the damage has occurred.
20. All written requests should be supported with plans and forwarded to KPC Pipeline, LLC as follows: 19970 West 161st Street, Olathe, KS 66062 Attn: Robert Clover.

The permittee acknowledges that it has reviewed and will comply with the Requirements, Conditions and Specifications of this proposed crossing and agrees to the terms thereof. The items above are subject to change at the discretion of KPC Pipeline designees.

(Revised 1/28/2026)
Right of Way and Legal Review KH

1995 Midfield Road
Wichita, KS 67209
(316) 264-8008



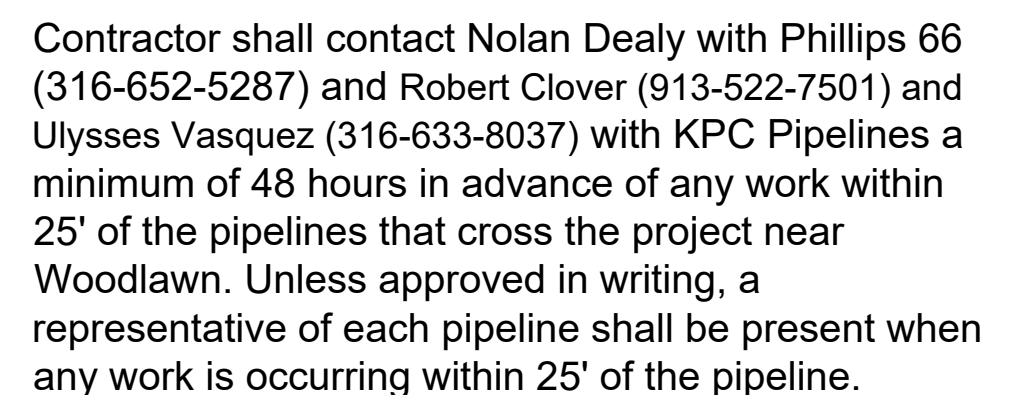
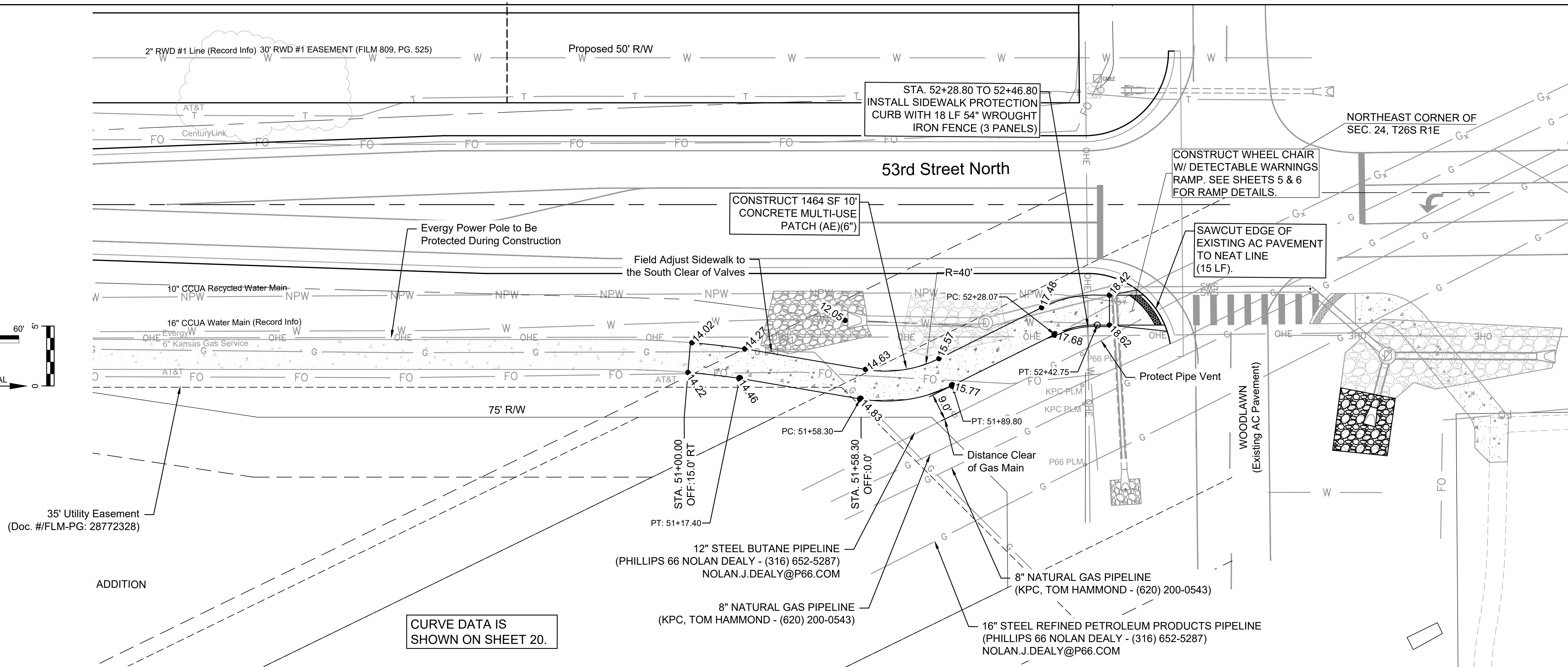
West Side
Sidewalk

BAR IS ONE INCH ON
ORIGINAL DRAWING

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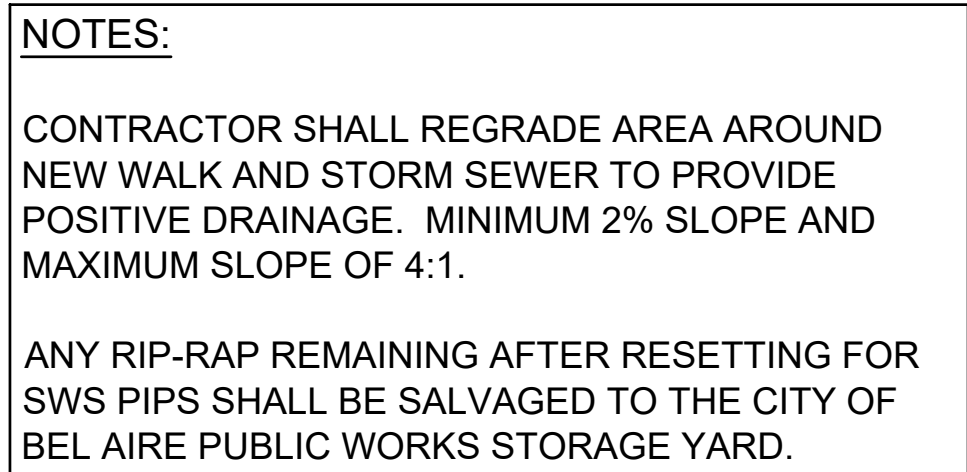
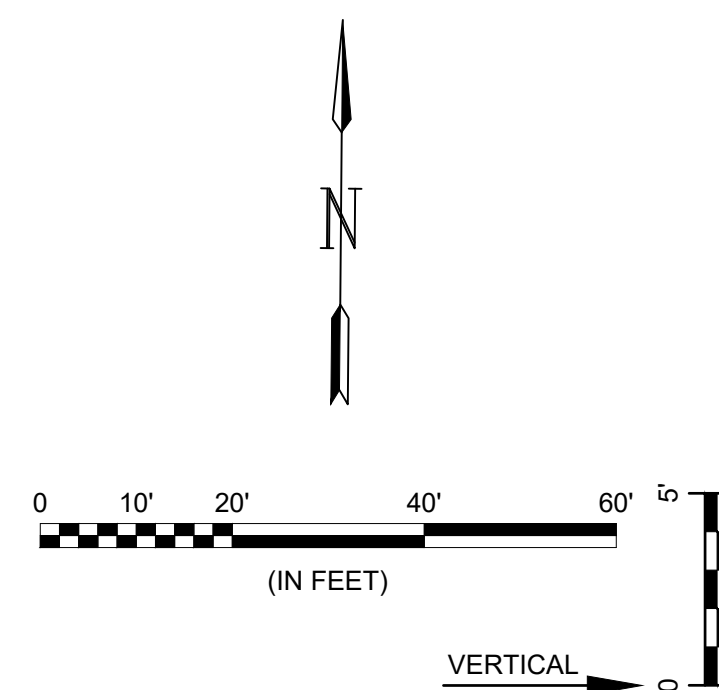
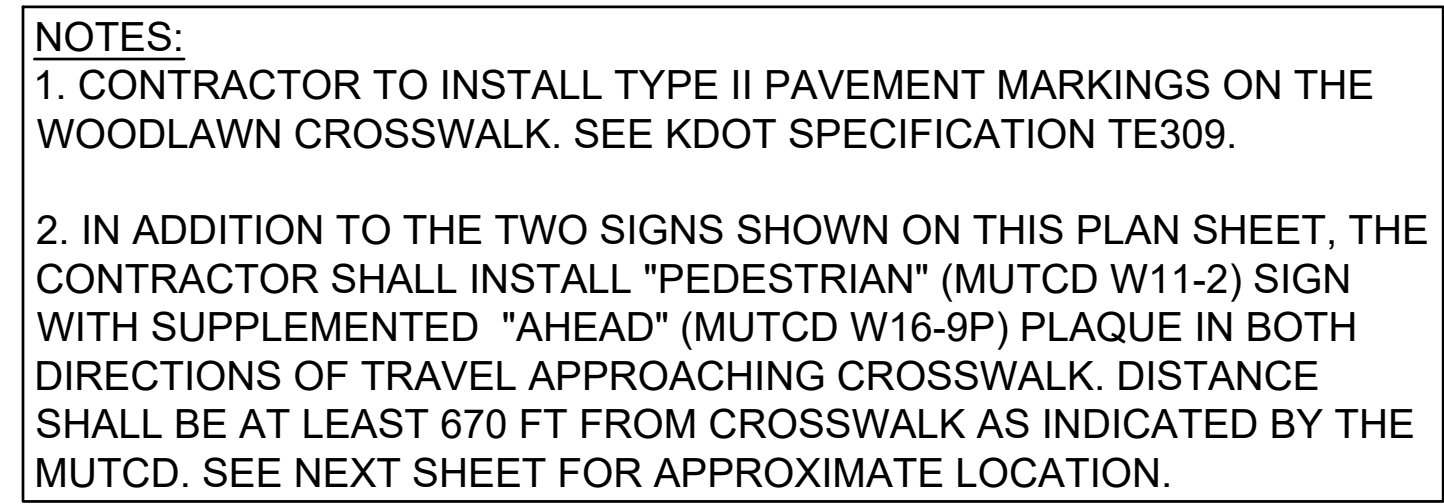
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

SHEET NUMBER **1** OF **6**



Contractor to provide list of proposed construction equipment, model and weight prior to construction.

No vibratory compaction will be allowed within the gas pipeline easement. Contractor shall use sheepfoot rollers with vibratory functions disabled





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PROFESSIONAL SERVICES
AGREEMENT FOR THIS WORK.

1995 Midfield Road
Wichita, KS 67209
(316) 264-8008



REV.	DATE	DESCRIPTION	BY

CITY OF BEL AIRE
BEL AIRE, KANSAS
www.belaires.gov

**SIDEWALK IMPROVEMENTS
53RD AND WOODLAWN
INTERSECTION**

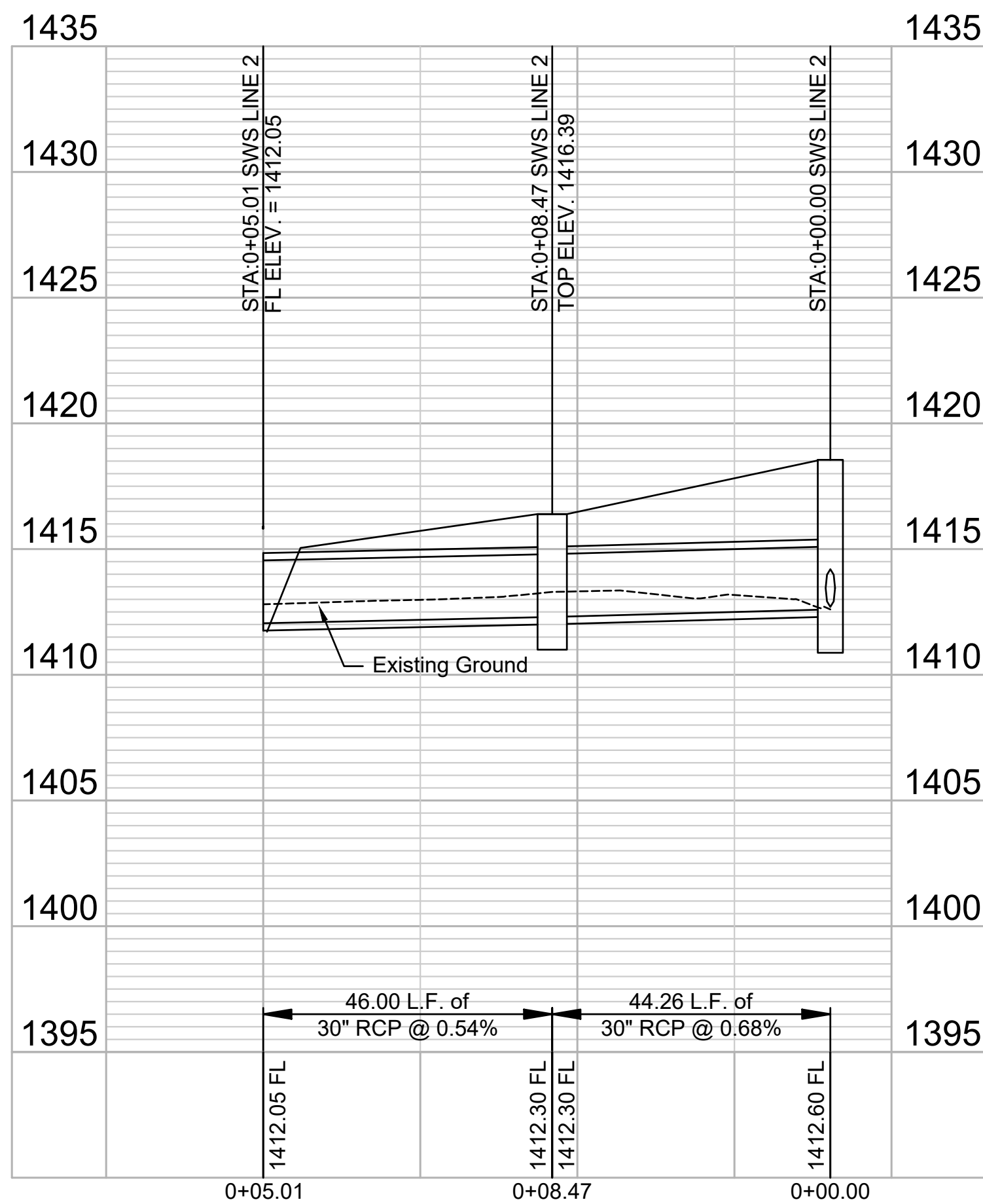
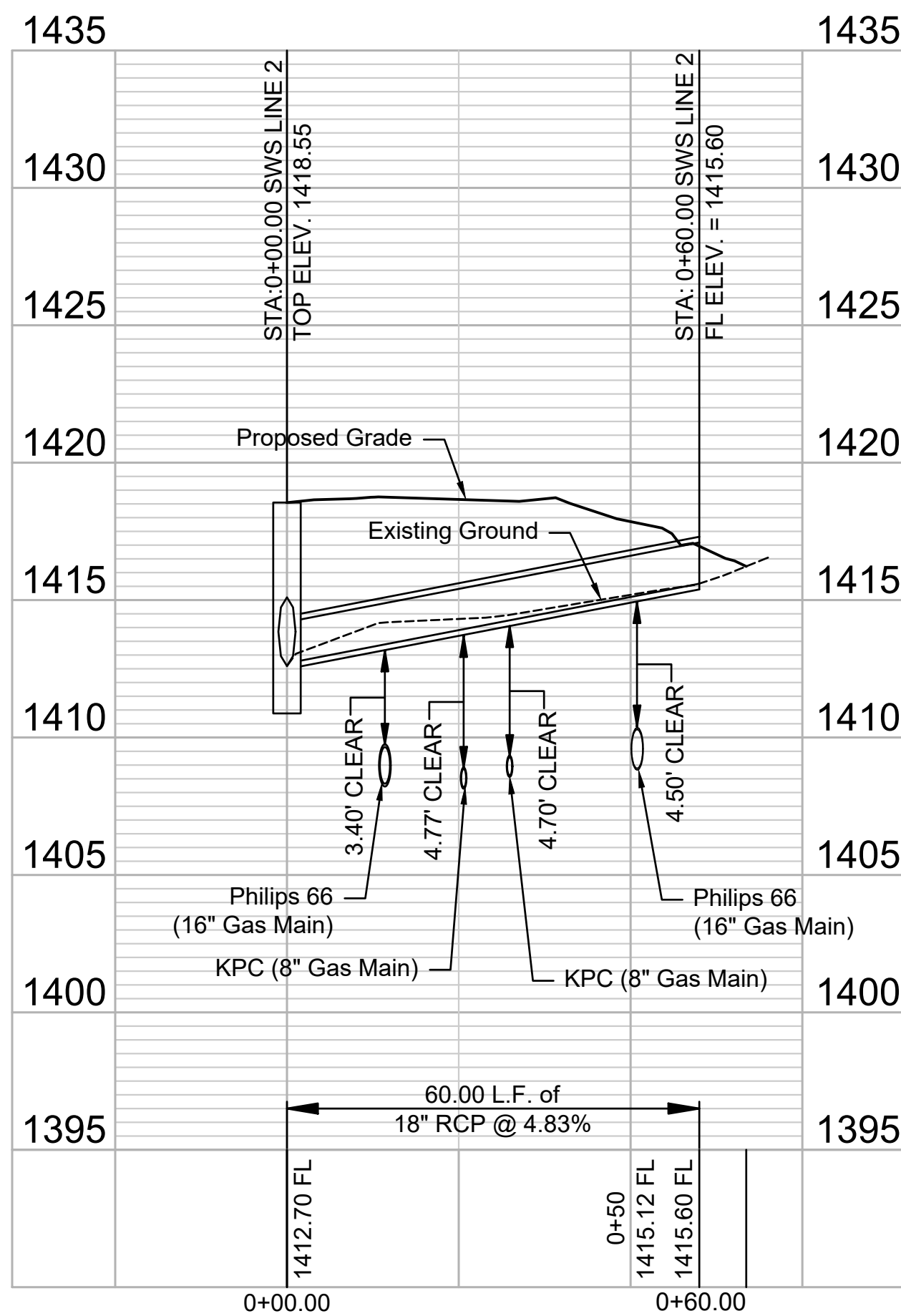
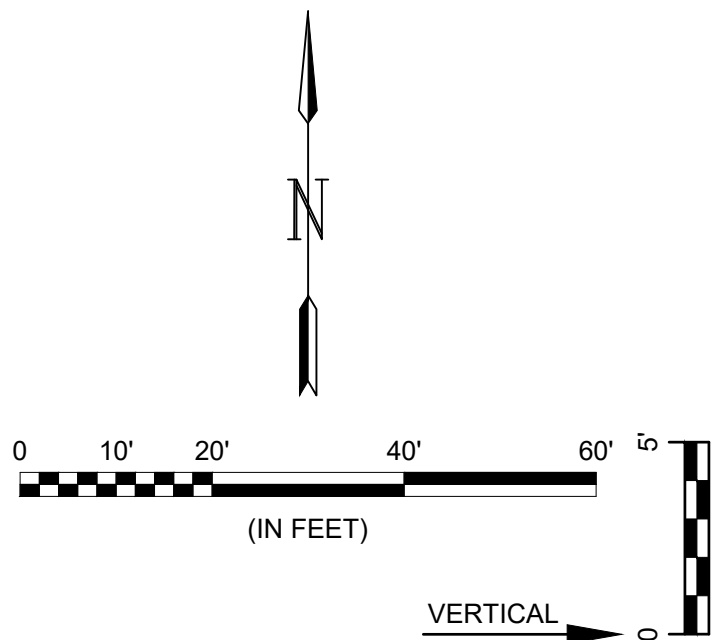
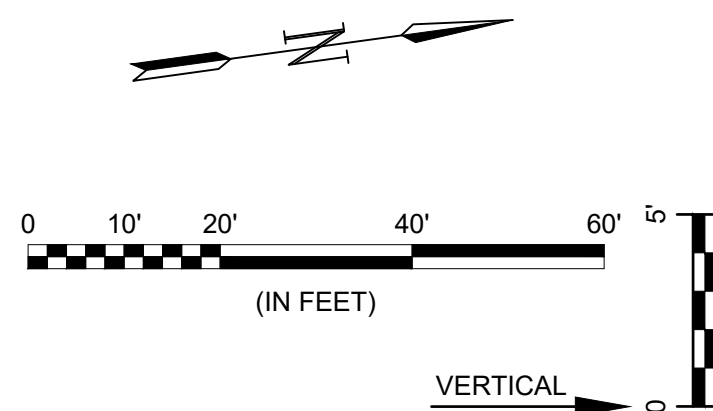
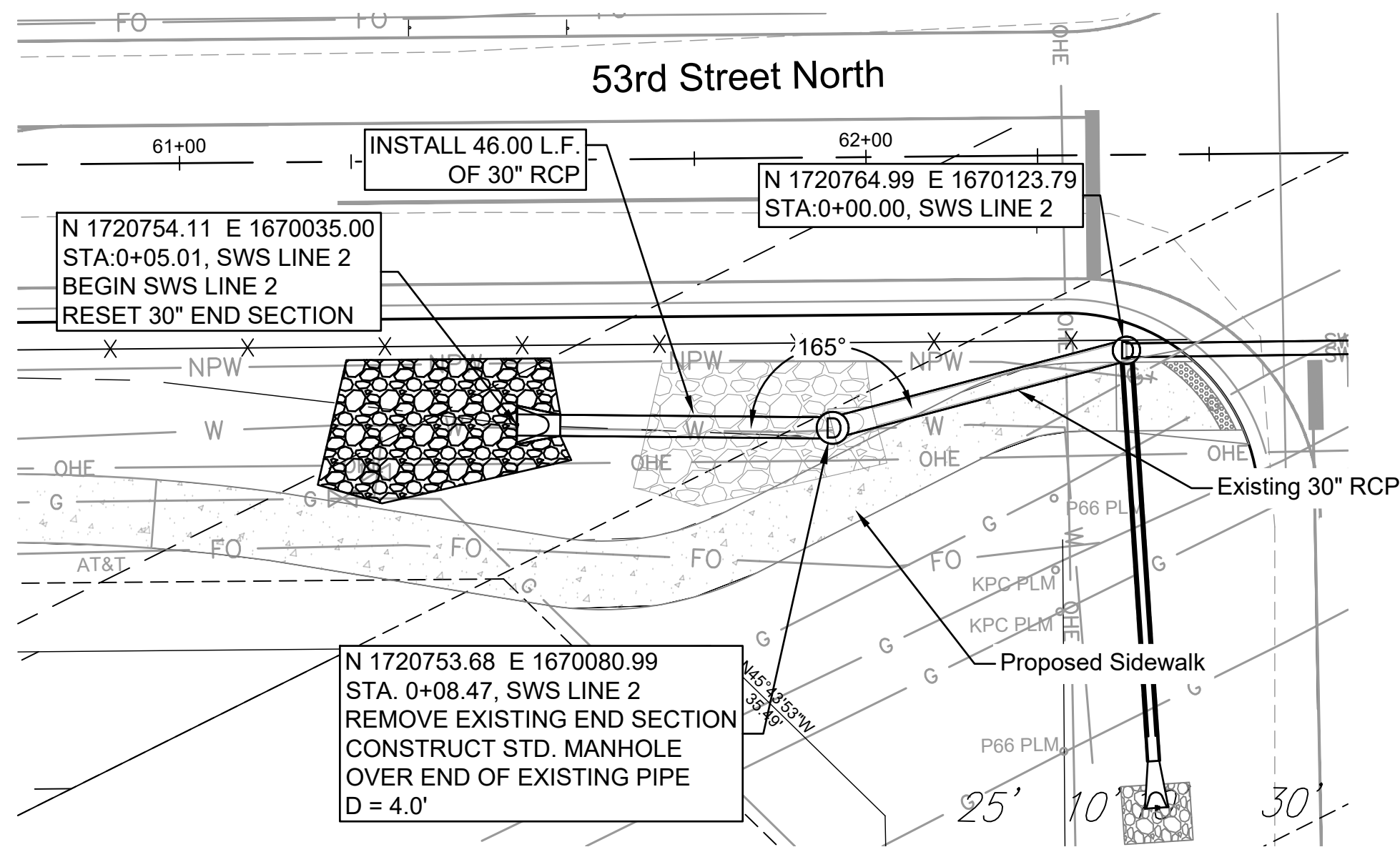
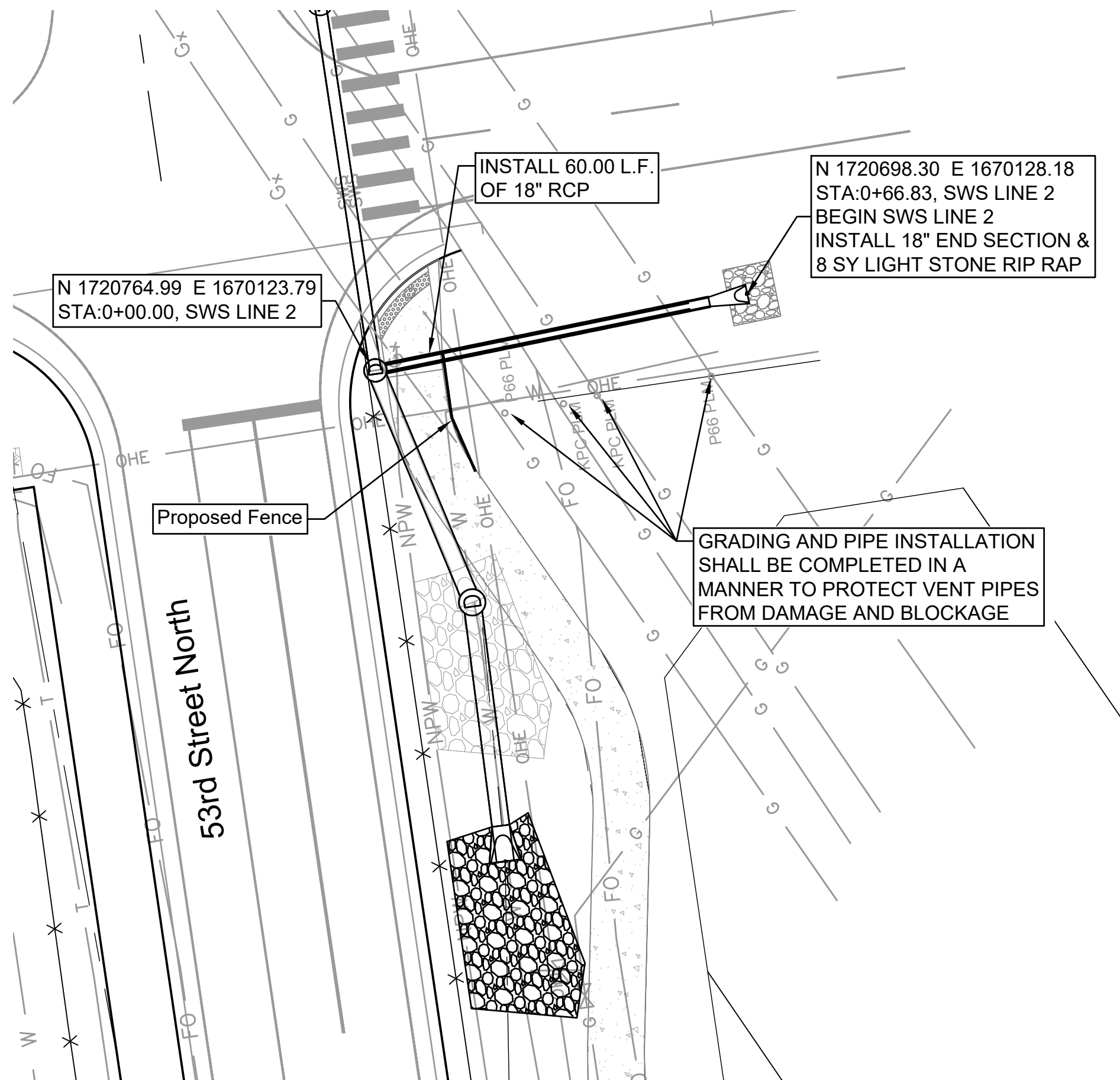
**WEST SWS
PIPES**

JOB NO.: 21T41284
DATE: MAY 2026
DESIGNED BY: KWL
DRAWN BY: MCP

BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET
NUMBER **3** OF **6**





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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008



BY				
DESCRIPTION				
DATE				
REV.				

CITY OF BEL AIRE
BEL AIRE, KANSAS
SIDEWALK IMPROVEMENTS
53RD AND WOODLAWN
INTERSECTION

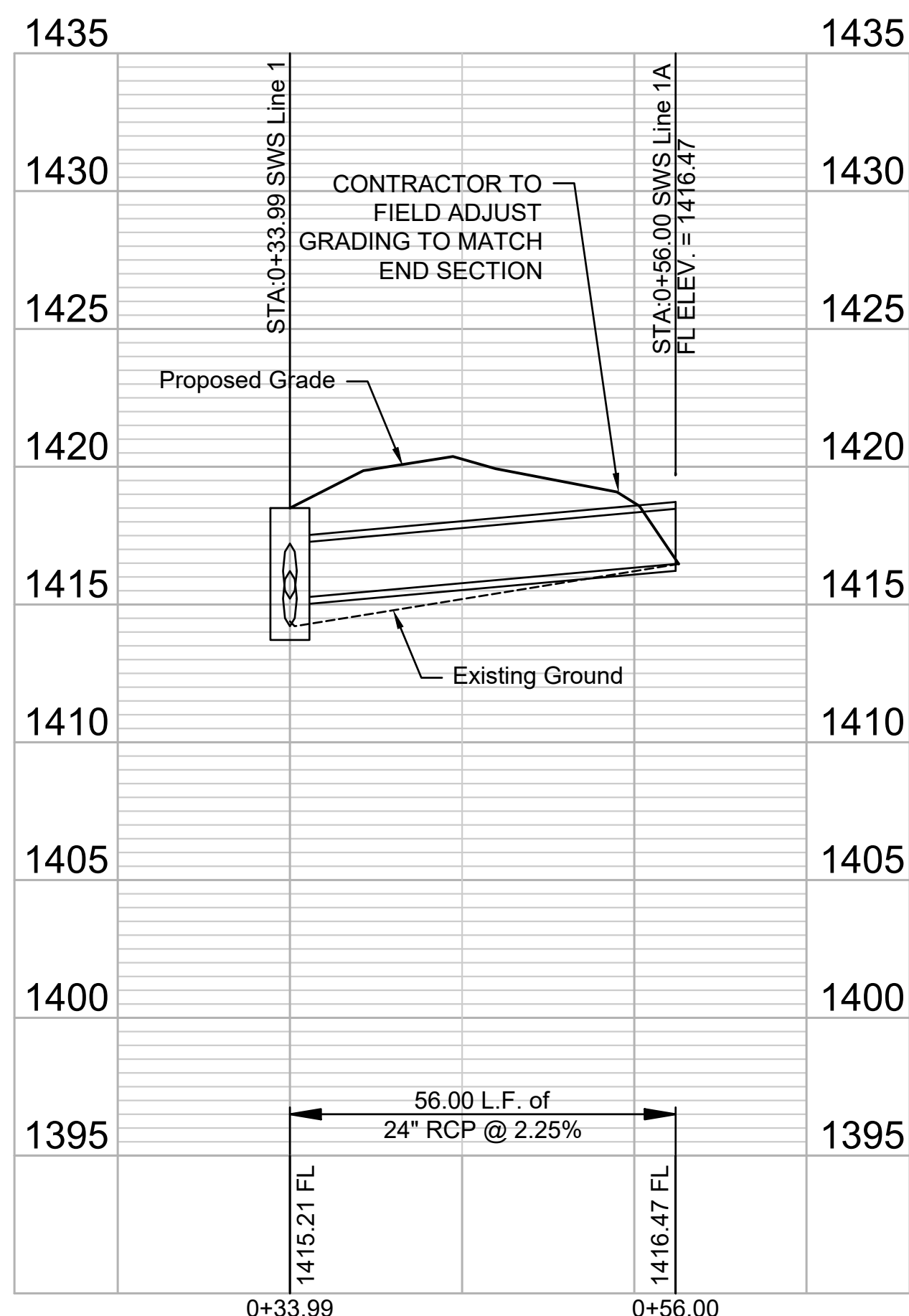
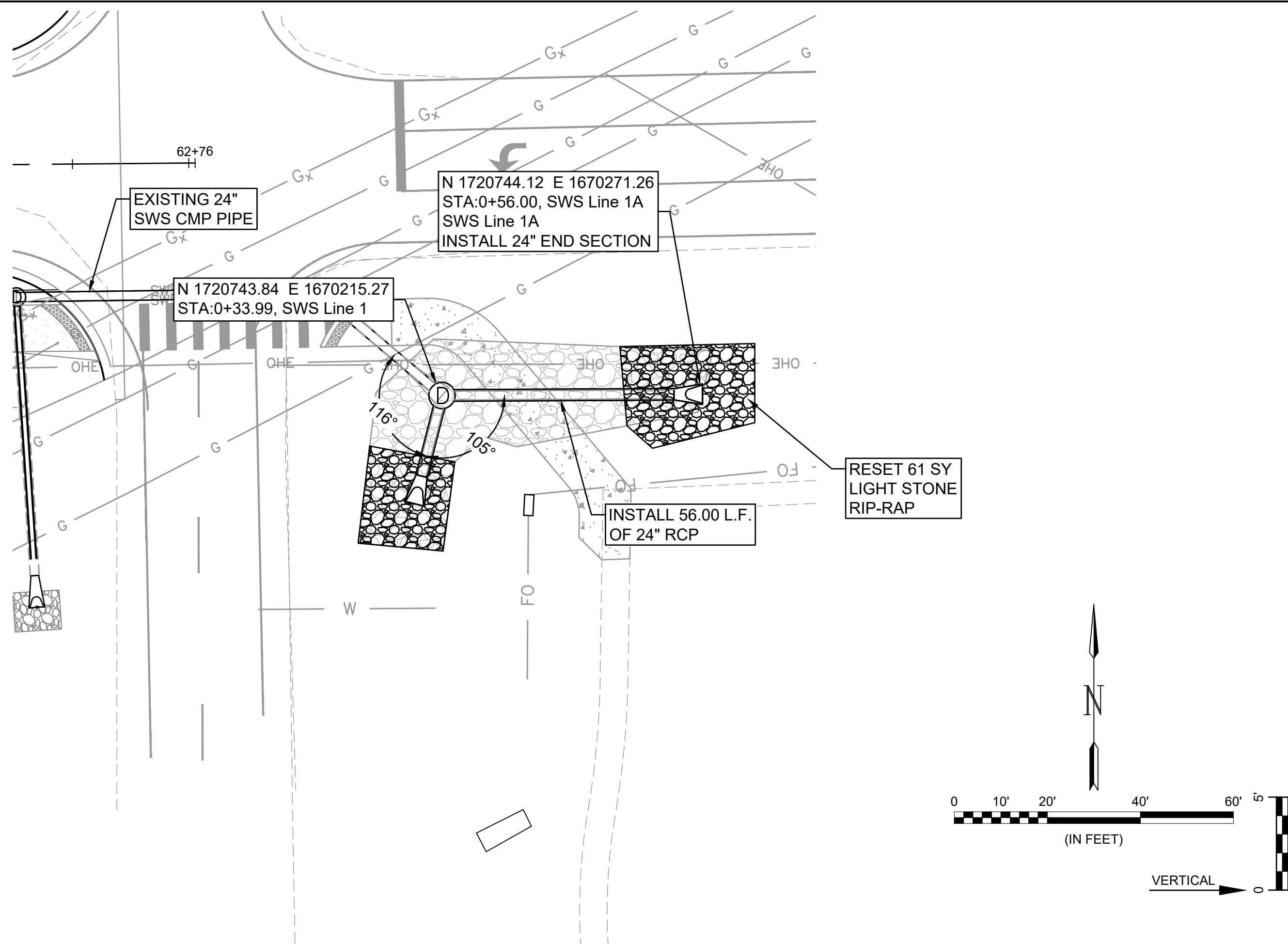
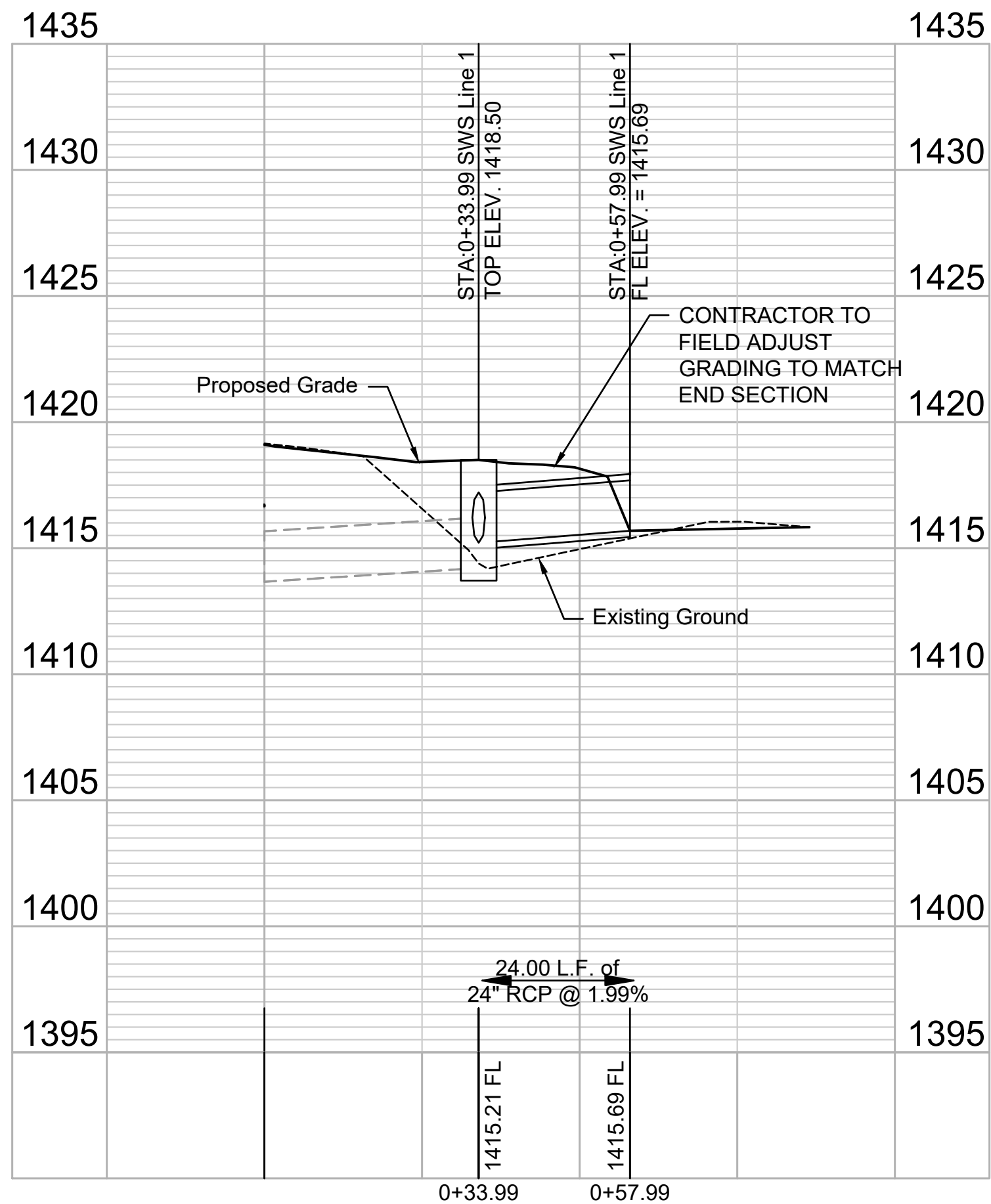
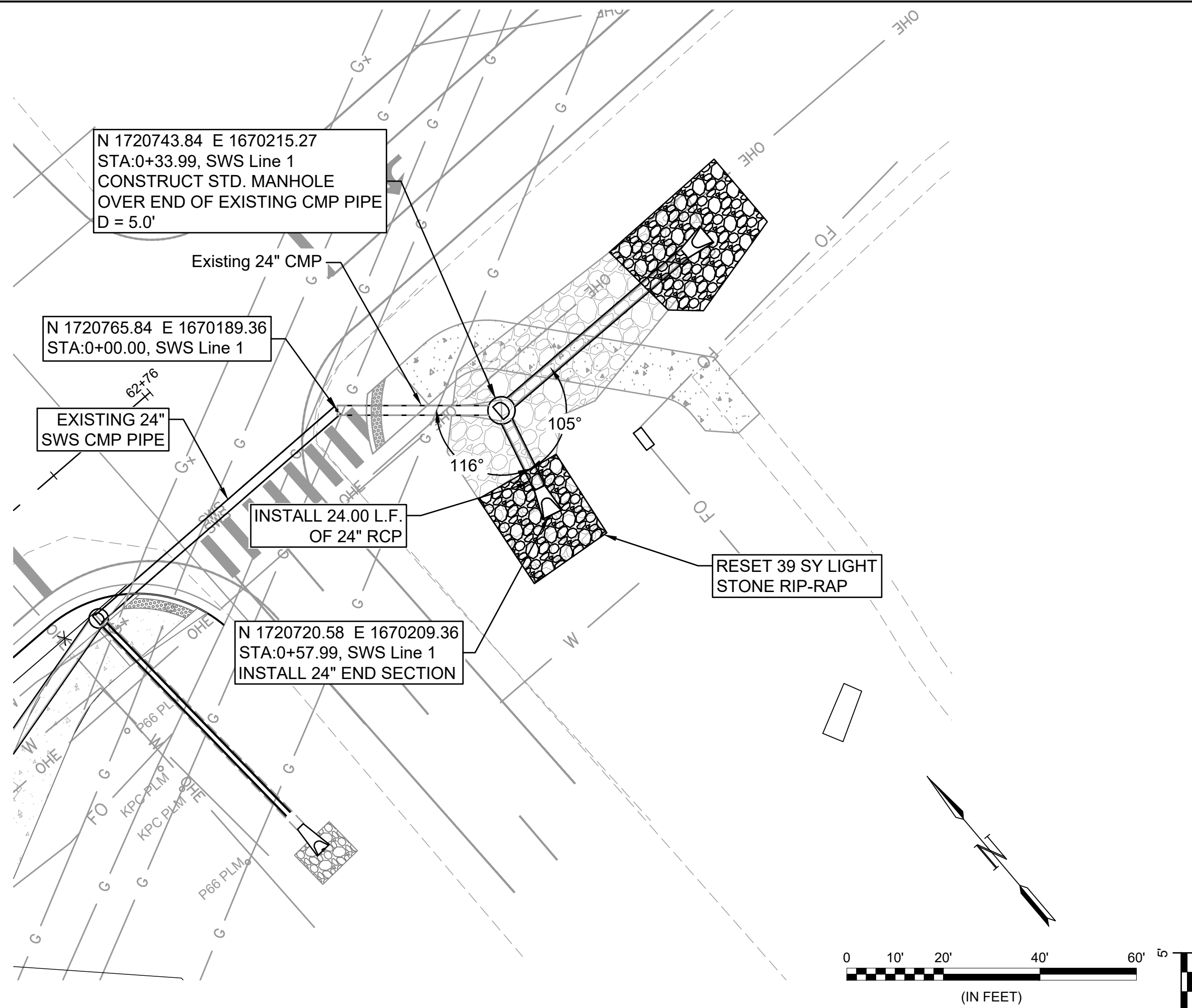
EAST SIDE
SWS

JOB NO.: 21T41284
DATE: MAY 2026
DESIGNED BY: KWL
DRAWN BY: MCP

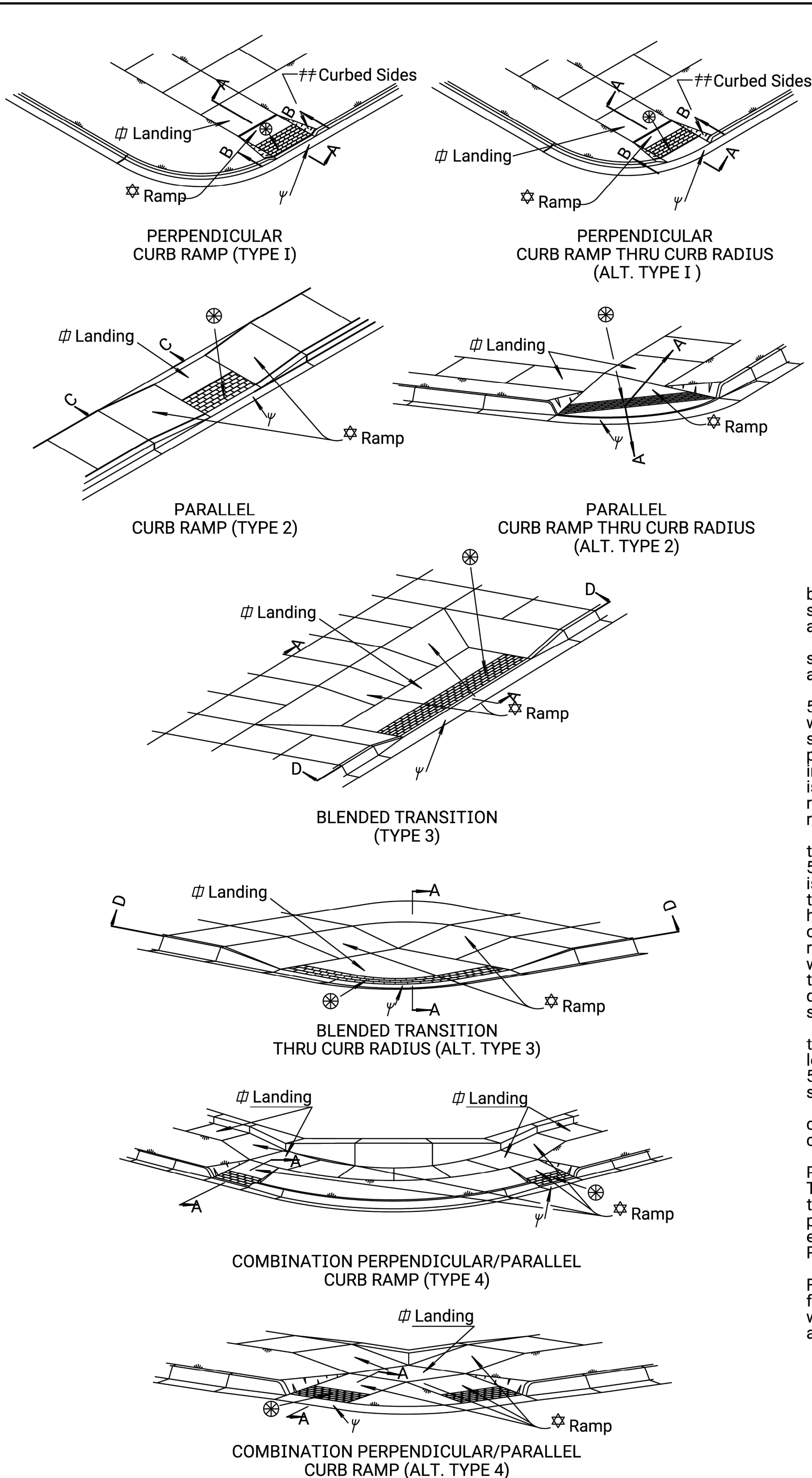
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET
NUMBER 4 OF 6



File: L:\2021\12\14\1284 - 53rd - Oliver to Woodlawn\Drawings\REF\Woodlawn Intersection Sidewalk Details.dwg Last Save: 5/13/2026 7:57 AM Last saved by: KYVLee Last Plotted By: Lee, Ken W. Plot Date: 5/15/2026 8:00 AM Plotter Used: AutoCAD PDF (General Documentation).pc3 Plot Scale: 1:1



ϕ Expansion Joint (¾" Redwood board) placed at either back of curb line, at sidewalk back of curb line, or at sidewalk line. Alternate expansion joint material may be used as approved by the Engineer.

✕✕ Expansion joint (¾" Redwood board) located as shown. Alternate expansion joint material may be used as approved by the Engineer.

◆ The minimum width of newly constructed sidewalk is 5'-0". Where existing conditions prohibit the use of 5'-0" wide sidewalk, 4'-0" wide sidewalk may be used. Where sidewalk width is less than 5'-0" construct 5'-0" x 5'-0" passing spaces located at 200' intervals (max) as shown in the Passing Space Detail. In general, where new sidewalk is constructed parallel or adjacent to a roadway the sidewalk running slopes will match the grade of the adjacent roadway.

✕ New construction ramp running slopes are 5% (min) to 8.3% (max). Ramp slopes for blended transitions are 5% or flatter. The maximum allowable ramp cross slope is 2% or flatter. Match the ramp width to the width of the approach sidewalk. Curb ramp lengths will vary with curb height. Curb ramp lengths are 5'-0" (min) to 15'-0" (max). All other ramp lengths are 5'-0" (min) to 30'-0" (max). Where roadway grades are relatively flat and curb ramp lengths will exceed 15'-0", ramps may be constructed in succession to tie into existing sidewalk. Maintain ramp slopes and dimensions as previously stated and install a landing between successive ramp runs.

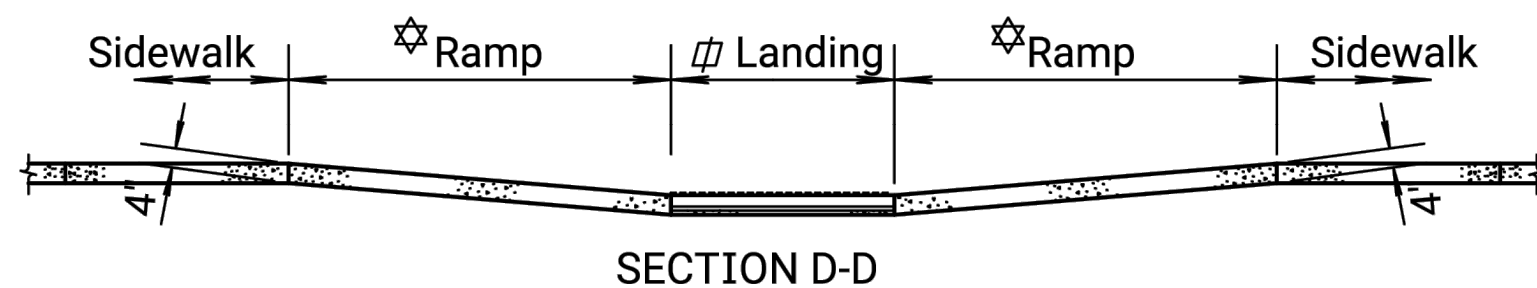
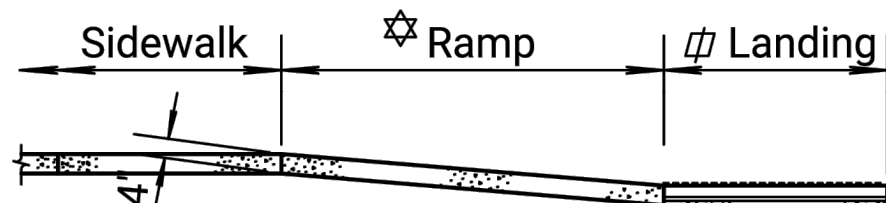
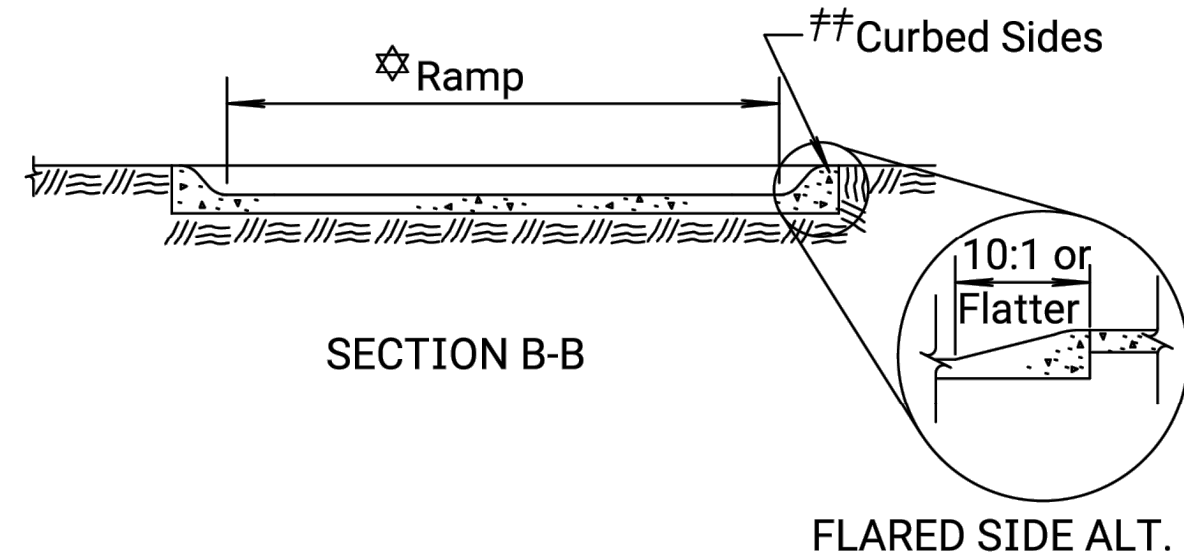
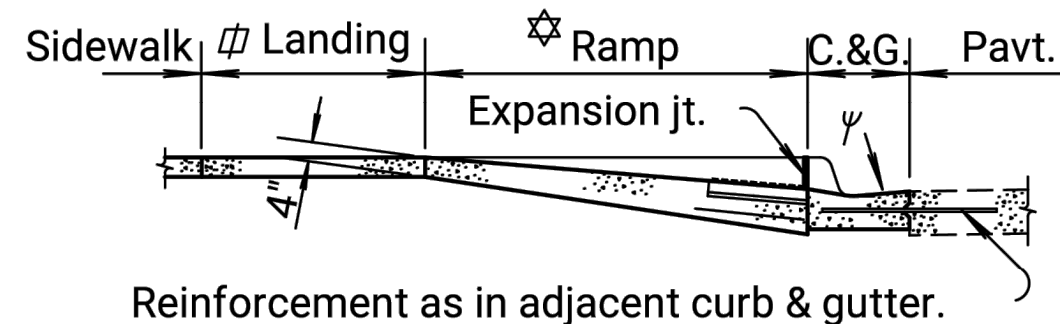
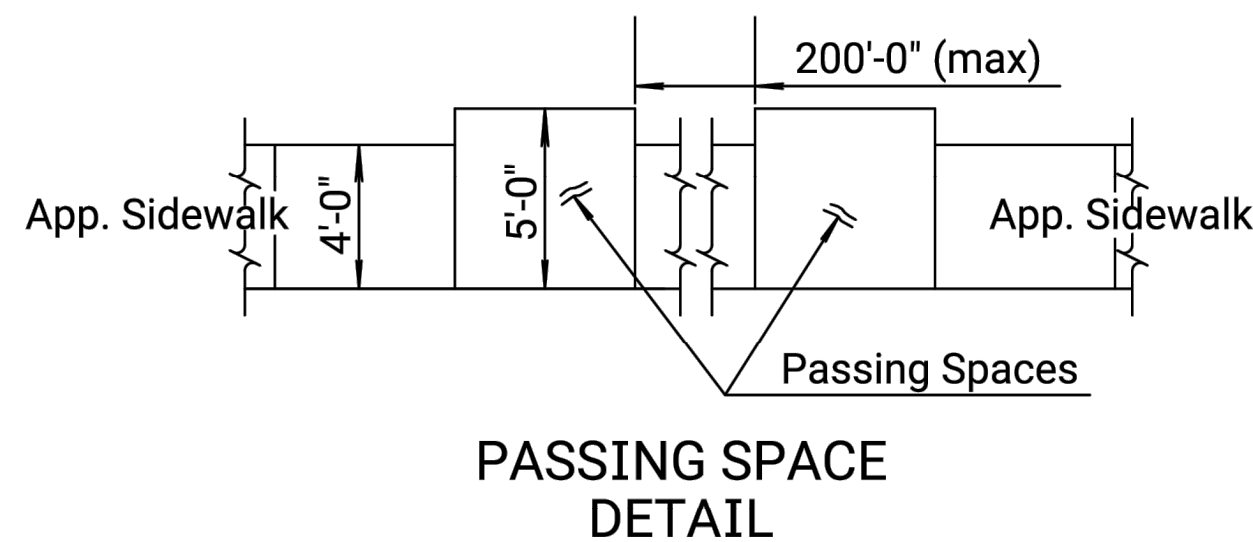
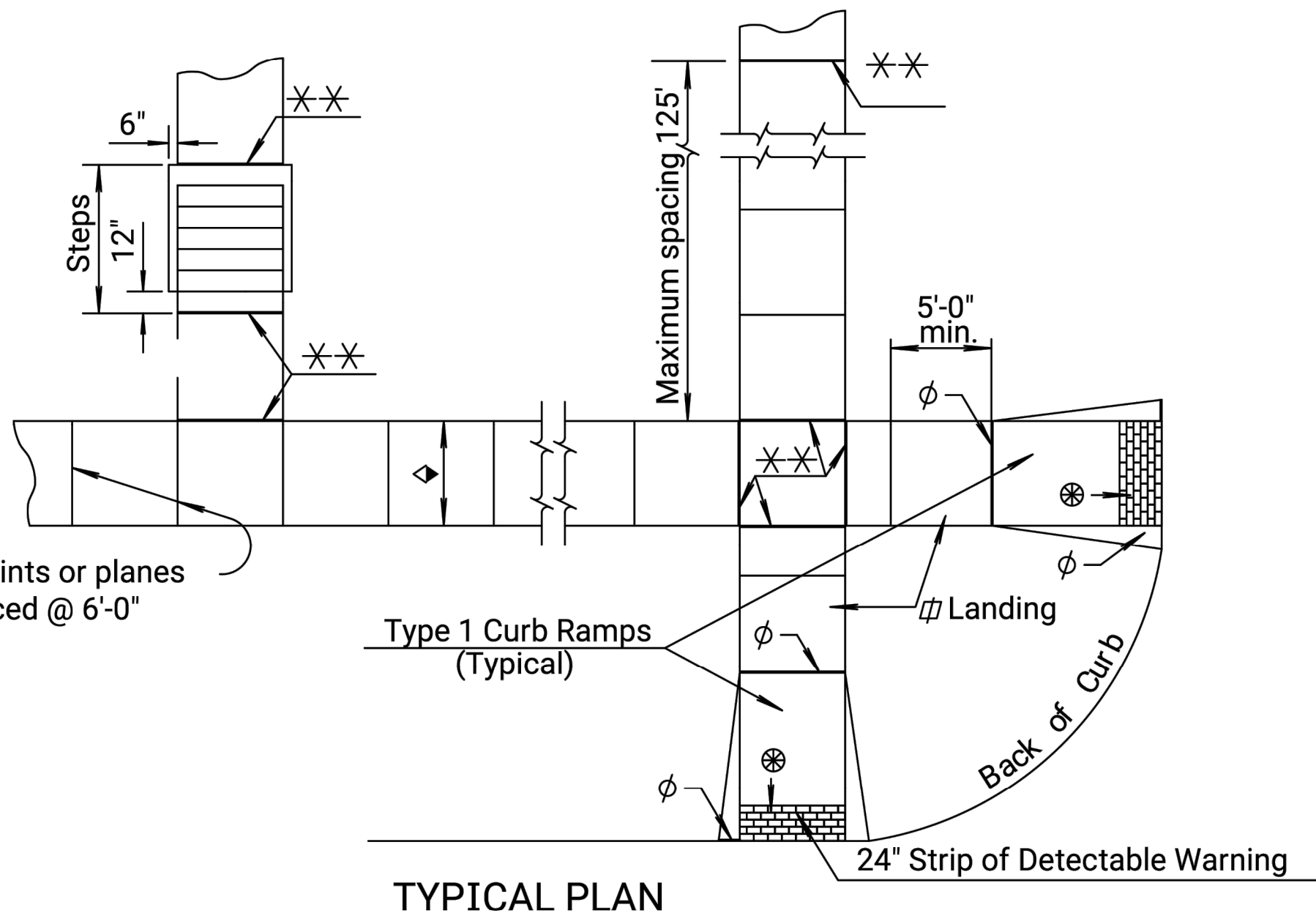
◆ Use a landing slope of 2% or flatter. Landings are the same width as ramps and adjacent sidewalk with a length measured in the direction of the street crossing of 5'-0" (min). Landings are not required where the ramp running slope is 5% or flatter.

▽ Use a counter slope of 5% or flatter at the base of curb ramps. Refer to Standard Drawing RD725A for additional curb and gutter details.

⊗ Detectable warning installation is typical and required on Perpendicular Ramps (Type 1), Parallel Ramps (Type 2), Blended Transitions (Type 3), median ramp crossings with widths greater than or equal to 6'-0", and other locations as shown in the plans. Install detectable warnings parallel to pedestrian travel except where otherwise shown in the plans. See Standard Drawing RD725A for additional details.

Use flared sides in place of curbed sides as shown in Flared Side Alt. when not located adjacent to landscaping, street furniture, chains, fencing, or railing. Curbed sides are not permitted within the pedestrian access route. See PROWAG for pedestrian access route definition.

Construction joints or planes of weakness spaced @ 6'-0" ctrs. or less.



GENERAL NOTES

Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

The details depicted here may not be appropriate for all locations. Construct to meet this criteria on all roadway alteration projects as defined by the Department of Justice/ Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk in accordance with PROWAG.

Details shown on this sheet apply to newly constructed and existing sidewalk and ramps where roadway alteration projects take place. See KDOT's Standard Specifications for additional information.

Provide ramps at all corners of street intersections where there is an existing or proposed sidewalk and curb. Provide curb ramps at mid-block walk locations for hospitals, medical centers, and athletic stadiums.

Locate ramps as shown on the plans or as directed by the Engineer.

Do not place drainage structures in line with ramps except where existing drainage structures are being utilized in the new construction. Ramp locations should take precedence over the location of drainage structures. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated; install a lid with a detectable warning surface in accordance with PROWAG. Limit drainage across ramps where practicable.

Construct ramps with uniform grade free of sags and short grade changes.

Place ¾" Redwood expansion joints flush with the surface at a maximum spacing of 125'. Place ¾" Redwood expansion joints at sidewalk junctions, see plan details. Where sidewalk abuts a curb place ¾" Redwood board expansion joint flush with the surface.

Place ½" premolded (Type B or C) joint filler where sidewalk is parallel and adjacent to a rigid surface.

▲ Place sidewalk shown to be constructed in back of an entrance 6" thick with welded wire mesh reinforcement. Gauge and spacing of wires are the same as entrance pavement (See Reinforcement Diagram). The bid item will be "Sidewalk Constructicon" either with or without air entrainment. Macro fiber reinforcement may be substituted for welded wire. See KDOT's Standard Specifications for additional information. Slope sidewalk toward the street at 2% or flatter. Slope or depress sidewalk where necessary to fit alleys and entrances, see plans for details.

Contractor may opt to use Concrete Grade 3.0 (AE) throughout for construction of steps, but all work and materials are paid for under the bid item "Grade 3.0 Conc. (Misc.)".

All work and materials needed to construct sidewalk will be paid for under the bid item "Sidewalk Construction".

All work and materials needed to construct ramps will be paid for under the bid item "Sidewalk Ramps".

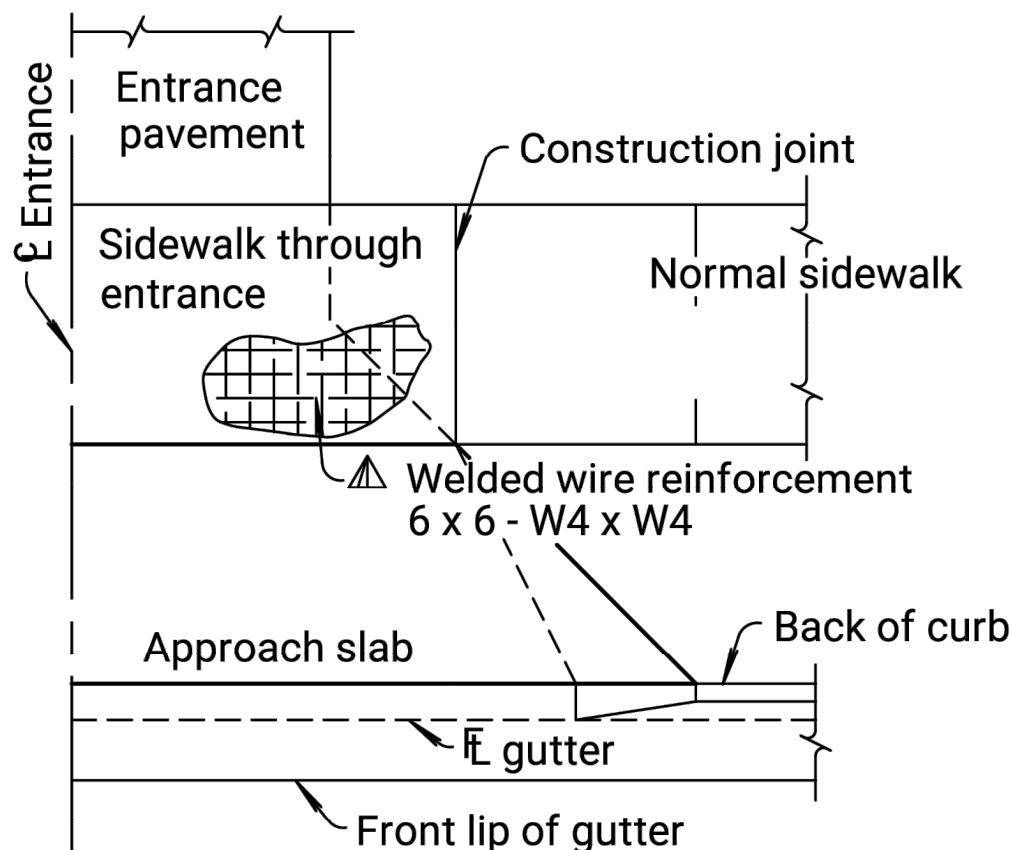
See Standard Drawing RD725A for additional information.

Ramps shall be present at each end of a crosswalk.

For handrails with steps see Standard Drawing RD725B for details.

For handrails with ramps see Standard Drawing RD725C for details.

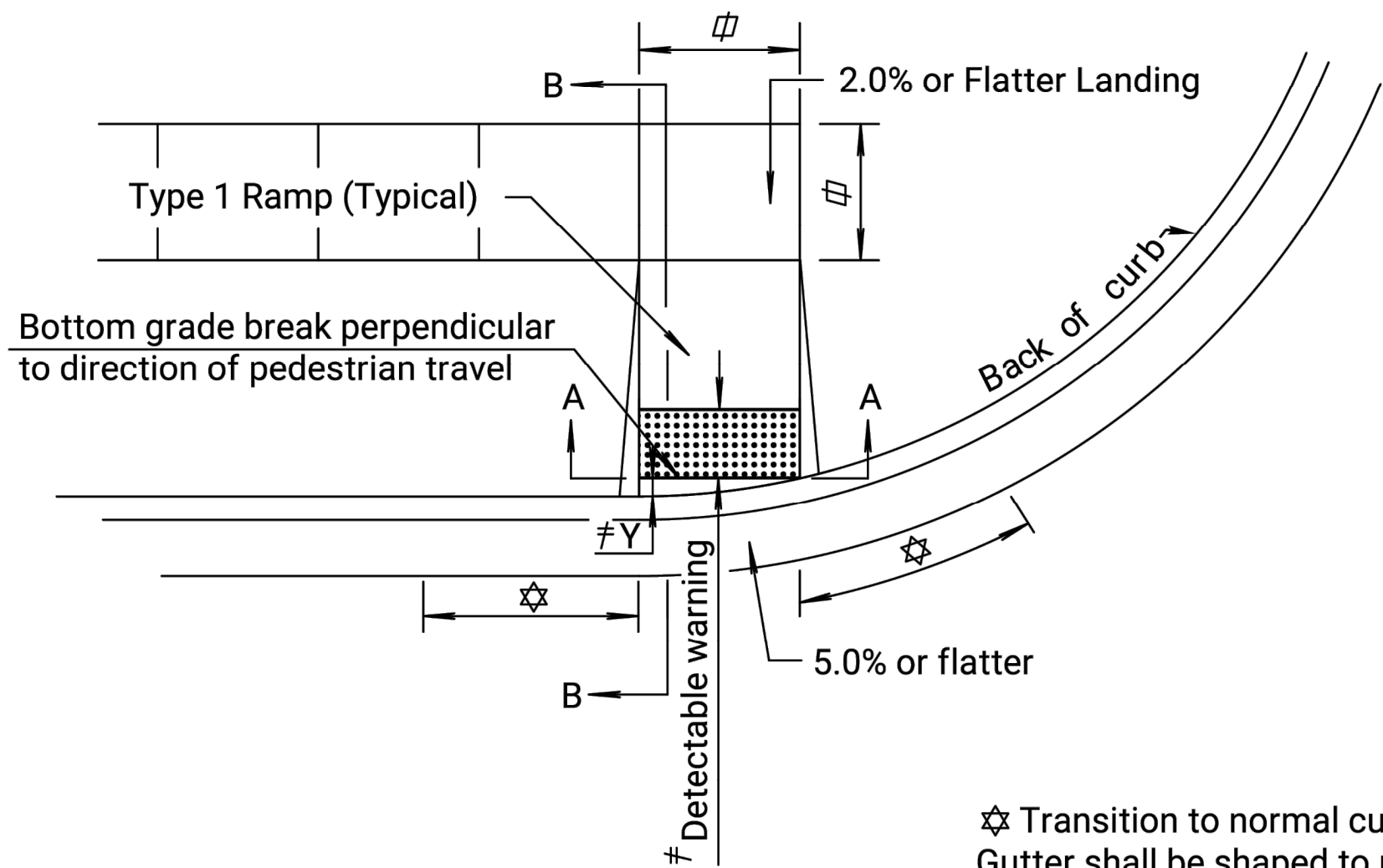
For alley and entrance pavement see Standard Drawing RD726 for details.



REINFORCEMENT DIAGRAM SIDEWALK THROUGH ENTRANCE

13	10-31-17	Joint Filler Type C Added	A.L.R.	S.W.K.
12	02-23-17	Rev. Ramp Typ., Gen. Note, & Details	T.T.R.	S.W.K.
11	10-17-11	Revised General Note	S.W.K.	J.O.B.
NO.	DATE	REVISIONS	BY	APPD
KANSAS DEPARTMENT OF TRANSPORTATION				
SIDEWALKS, RAMPS, & STEPS				
RD725				
FHWA APPROVAL		03-05-18	APPD.	SCOTT W. KING
DESIGNED	DETAILED	QUANTITIES	TRACED	
DESIGN CK.	DETAIL CK.	QUAN.CK.	TRACE CK.	

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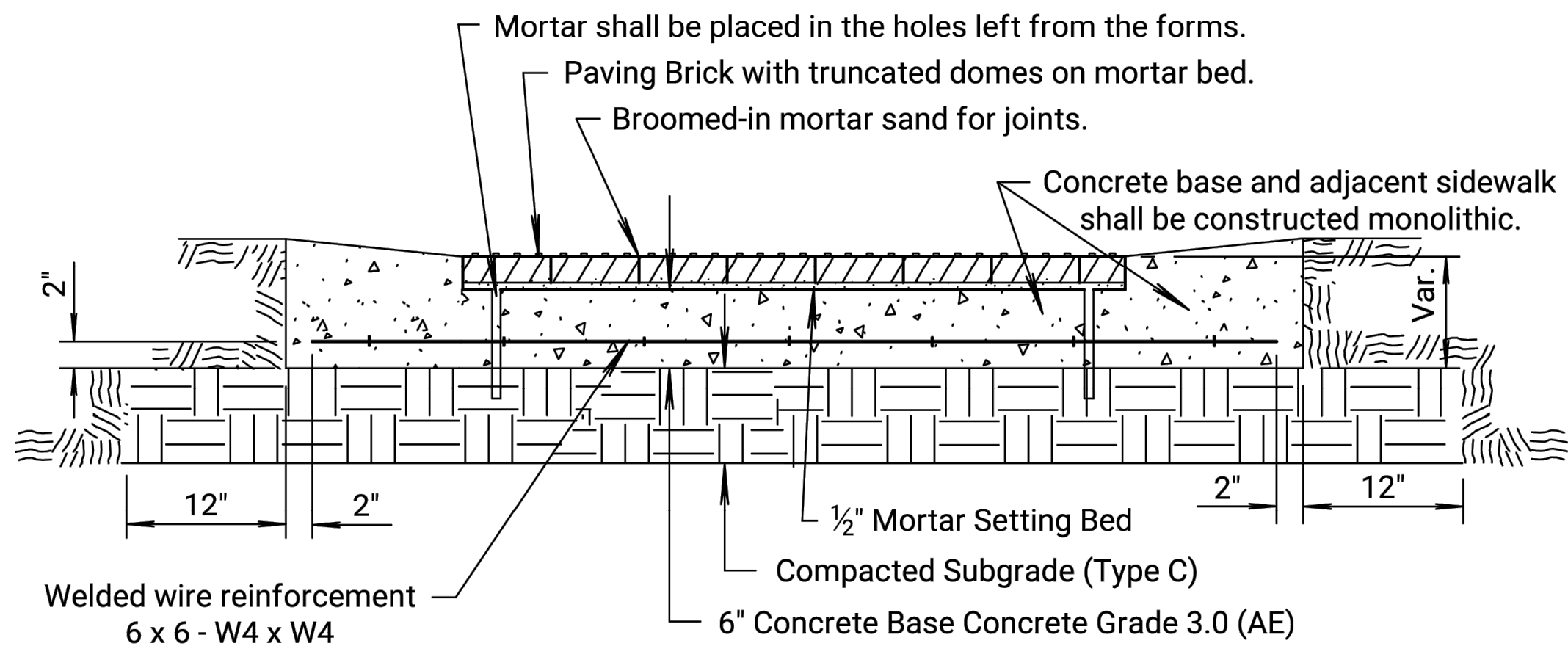


TYPICAL PLAN

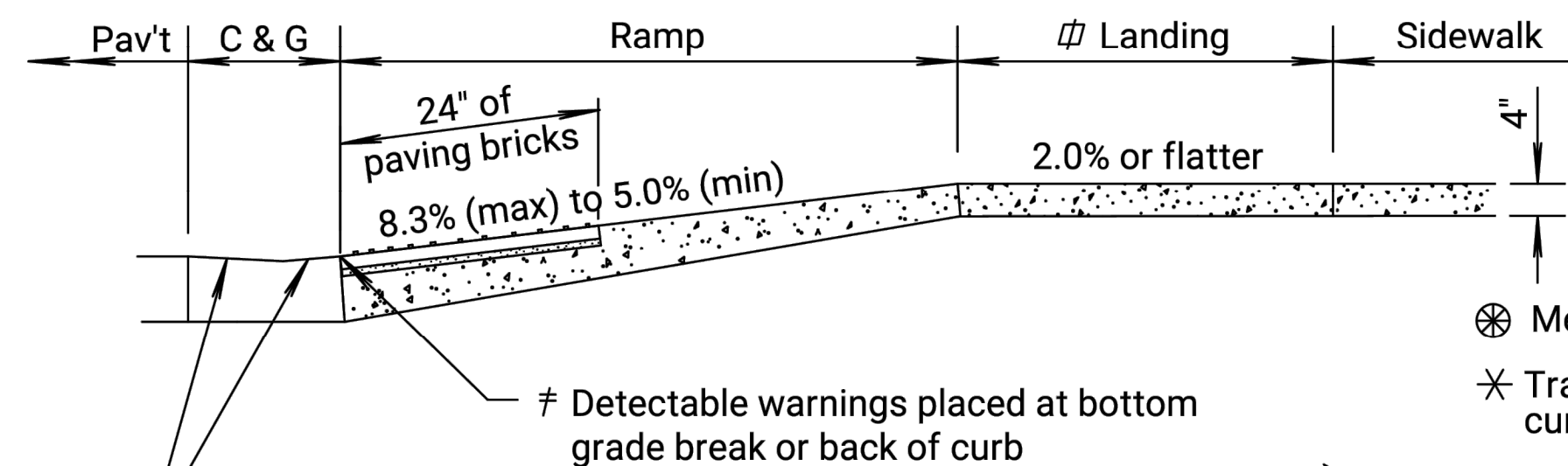
⊛ Transition to normal curb and gutter section. Gutter shall be shaped to provide positive drainage.

⌀ See Standard Drawing No. RD725 for additional details.

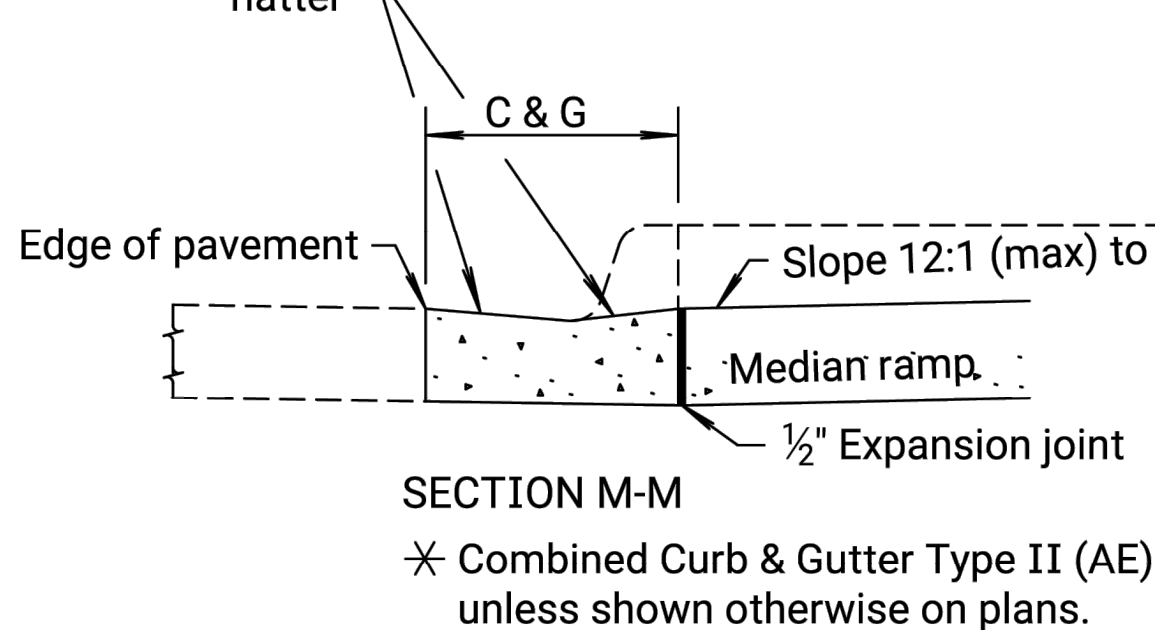
≠ When the dimension "Y" from the back of curb to the bottom ramp grade break is greater than 5'-0" or the ramp is not located through a curb radius, place detectable warning at the back of curb. Otherwise, place detectable warning at the bottom grade break as shown.



TYPICAL SECTION OF PAVER BRICK
SECTION A-A



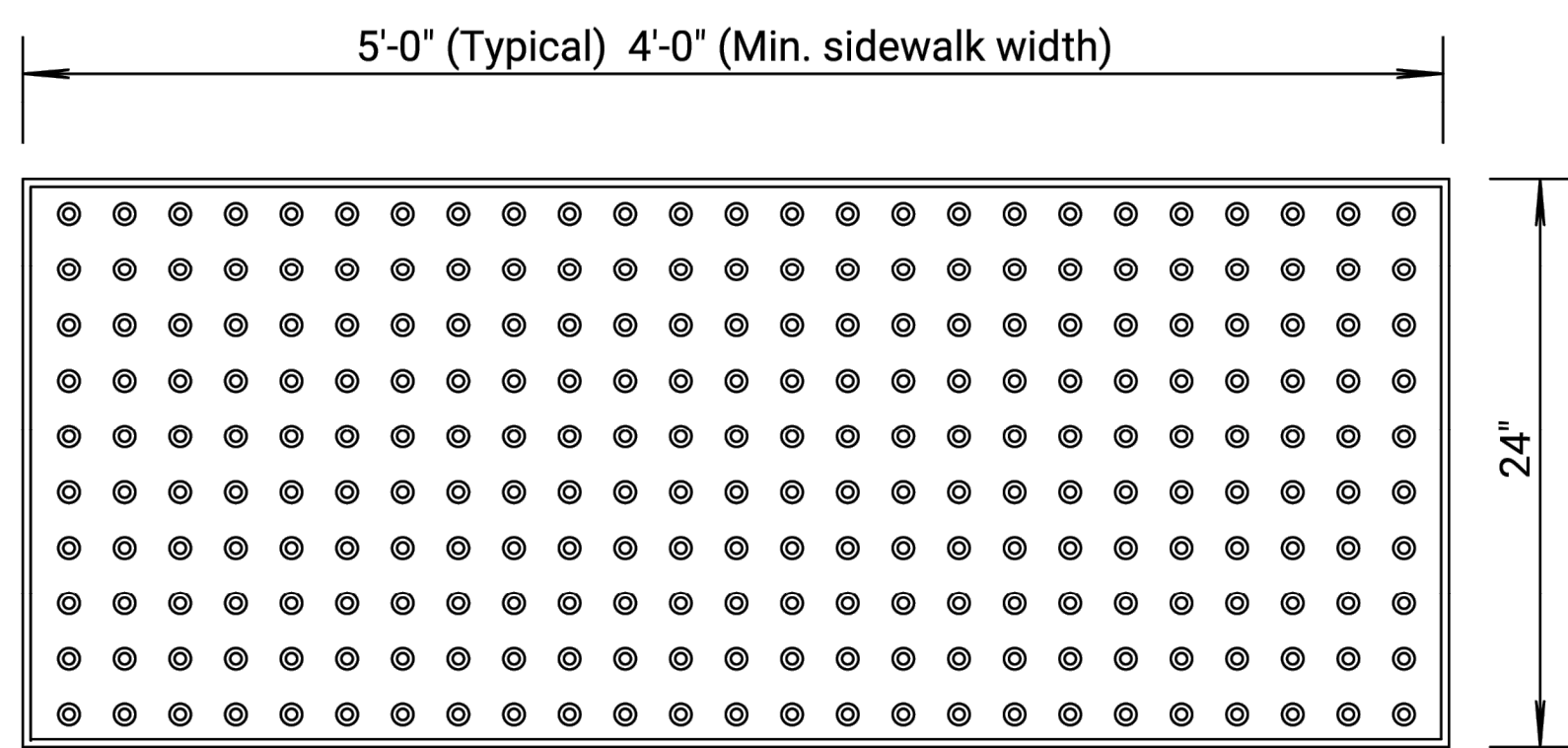
SECTION B-B



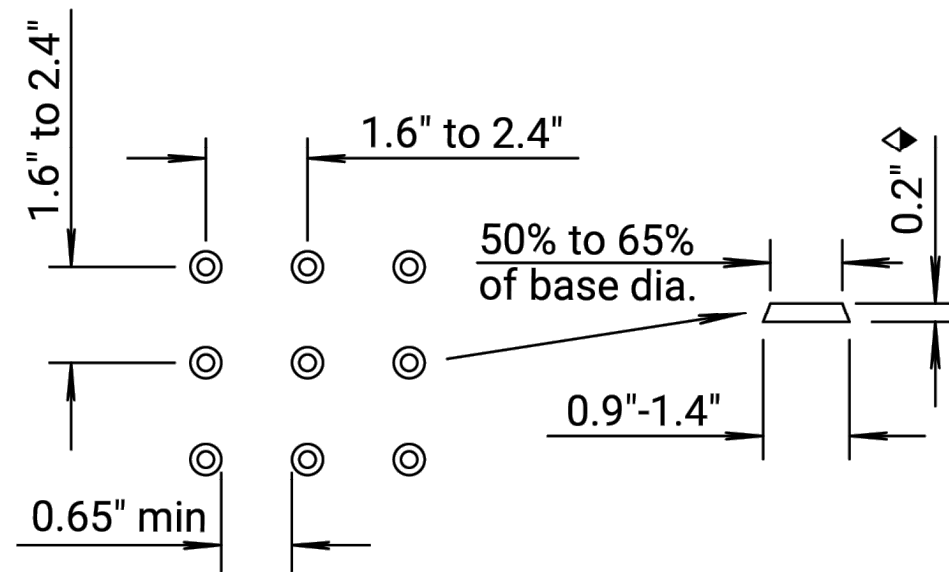
SECTION M-M

NARROW MEDIAN RAMP CROSSING
(L < 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Do not install detectable warnings on narrow median ramp crossings.

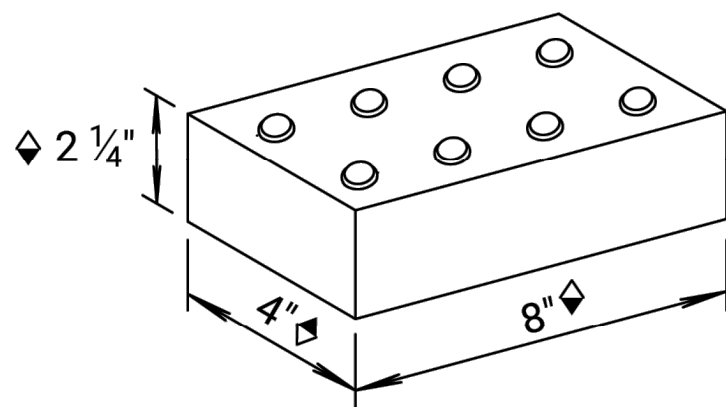


Ψ COMPOSITE PANEL with TRUNCATED DOMES

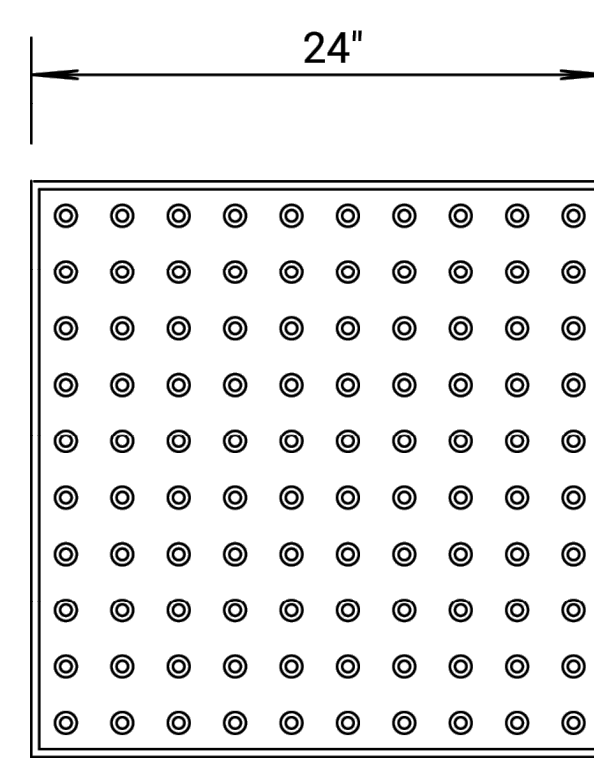


TRUNCATED DOME DIMENSIONS
for SQUARE PATTERN
(Parallel Alignment)

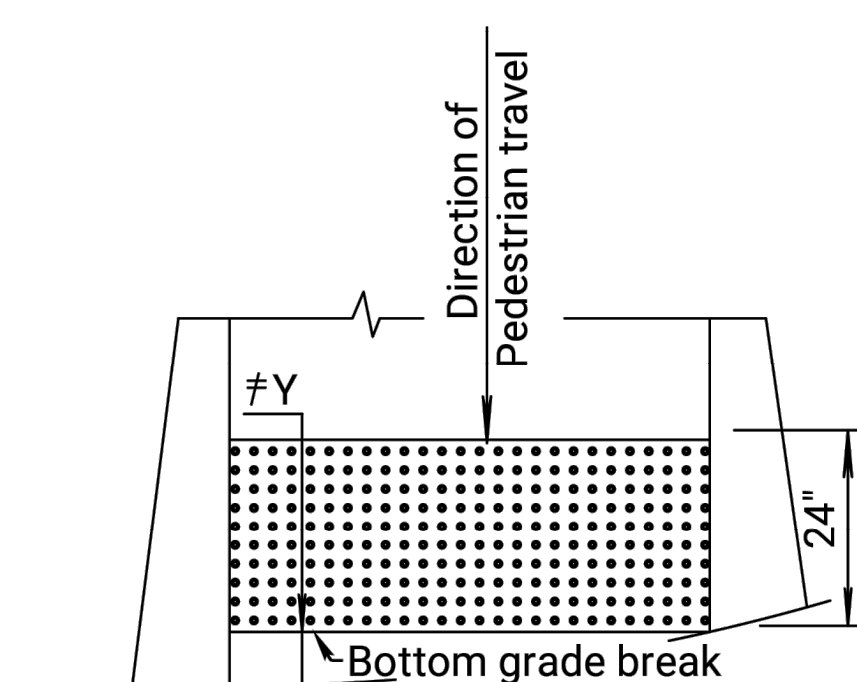
⧫ These dimensions are nominal.



Ψ PAVER BRICK WITH
TRUNCATED DOME SURFACE



Ψ PRESTRESSED RAMP PANEL
with
TRUNCATED DOME SURFACE



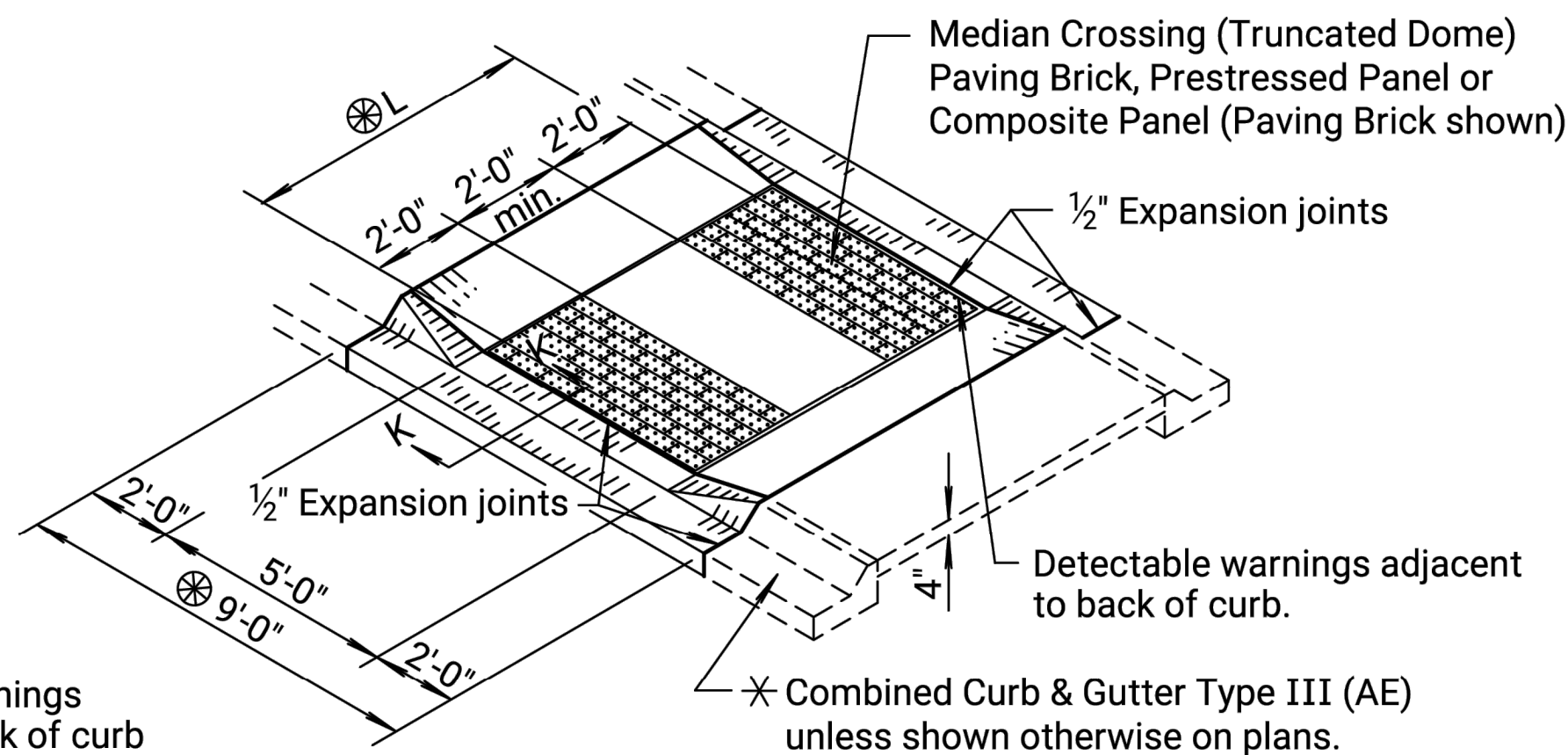
⊗ CURB RADIUS DETAILS

Cut Prestressed Ramp Panels to fit.

▣ Installation shown for paving brick is running bond, use of other patterns is allowed with Engineer approval. Rotation 90° of Running Bond pattern is allowed to reduce space between bricks on curb radius installation, keep this space to a minimum. Place truncated domes on bricks in parallel alignment to pedestrian travel as shown.

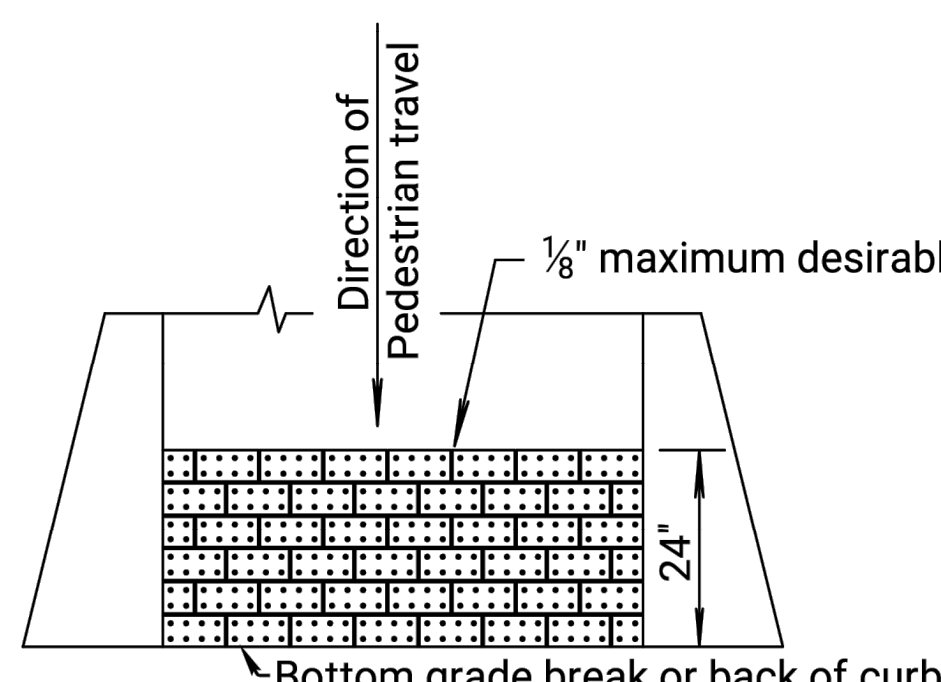
⊗ Curb radius or greater than 5' ramp width will require more than one panel as approved by the Engineer. Limit number of panels installed at each site. Layouts shown are for example and may vary in the field.

Ψ Acceptable with no mixing of types within an installation.

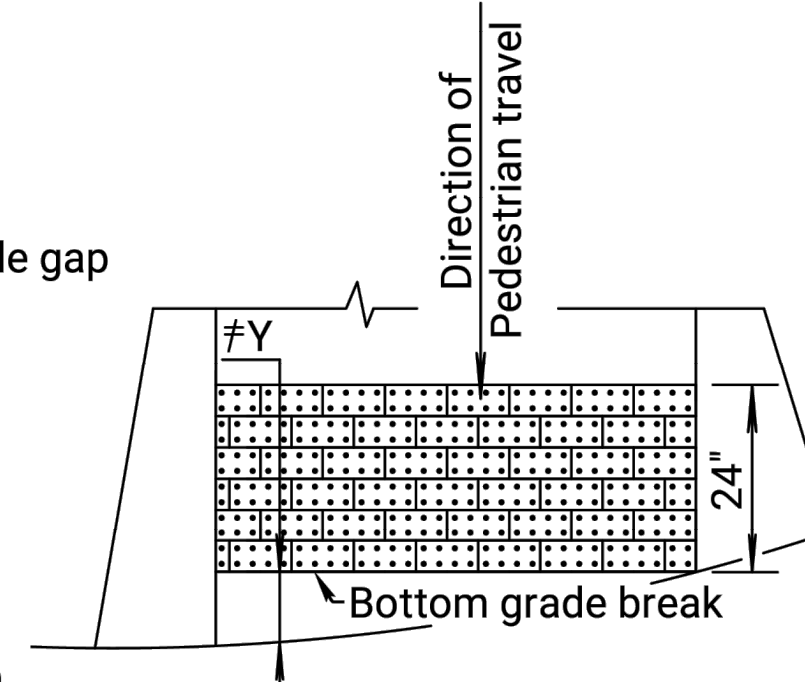


WIDE MEDIAN RAMP CROSSING
(L ≥ 6'-0")

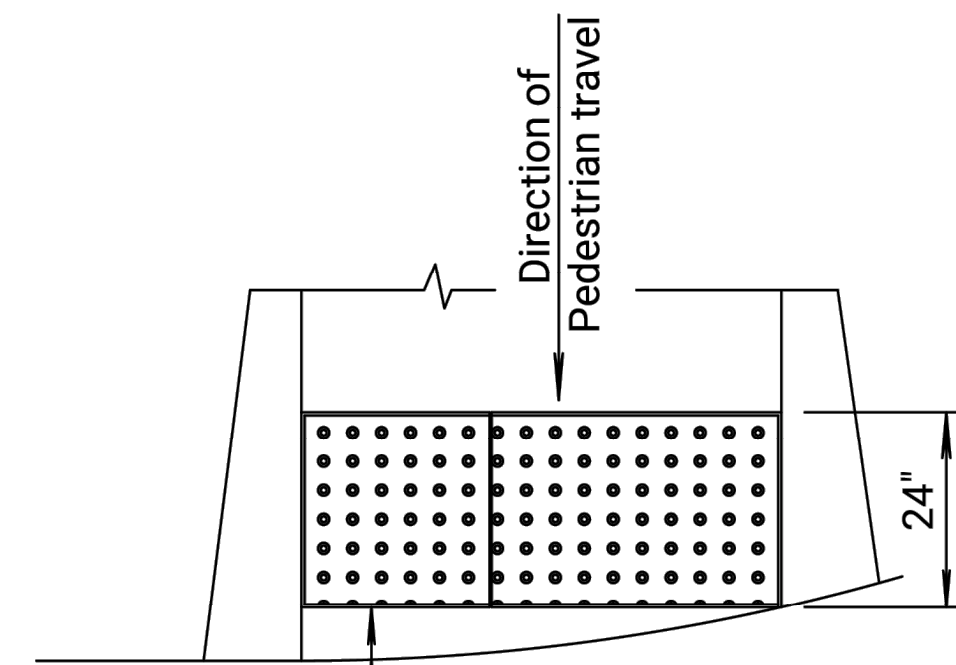
Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Wider median islands will result in a 2' minimum gap between the detectable warning areas.



▣ STRAIGHT CURB DETAILS



▣ CURB RADIUS DETAILS



⊗ CURB RADIUS DETAILS (COMPOSITE)
Where truncated domes are placed through a curb radius, cut radius from 3'-0" long composite panel.

NO.	DATE	REVISIONS	BY	APP'D
05	02-23-17	Rev. Gen. Note & Panel Det.	T.T.R.	S.W.K.
04	02-10-10	Added Composite Panel	S.W.K.	J.O.B.
03	08-15-05	Added Prestressed Ramp Panel alt.	S.W.K.	J.O.B.
KANSAS DEPARTMENT OF TRANSPORTATION				
AUXILIARY DETAILS FOR SIDEWALK & STEPS				
RD725A				
FHWA APPROVAL		03-07-17		APP'D. Scott W. King
DESIGNED	DETAIL	QUANTITIES	TRACED	
DESIGN CK.	DETAIL CK.	QUAN. CK.	TRACE CK.	

Section XI, Item F.				
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS			6	6

GENERAL NOTES
Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

Details depicted here may not be appropriate for all locations. Design to meet this criteria on all roadway alteration projects as defined by the Department of Justice/ Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk according to this drawing to the maximum extent feasible.

Install detectable warning surfaces at all ramp locations unless otherwise shown. Do not install detectable warning surfaces through residential driveway crossing locations. Use Paving Brick, Prestressed or Composite Panel (Truncated Dome Surface) units that meet the requirements of the Standard Specifications and comply with PROWAG. Use a contrasting color paving brick or panel to adjacent surfaces. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated, install a lid with a detectable warning surface in accordance with PROWAG.

Cover the ramp width and 24" length with truncated dome surface, see examples Standard Drawing RD725 & RD725A. Saw cut (only) bricks or panels with not less than 25% of a full brick or panel installed. Place Truncated Dome Bricks or Panels to align parallel in the direction of pedestrian travel unless otherwise shown in the plans.

Prestressed or Composite Panels are installed in fresh concrete, Paver Bricks require mortar bed and mortar sand, see KDOT's Standard Specifications for information.

All work and materials needed to install detectable warnings will be paid for under the bid item "Sidewalk Ramps (Detectable Warning)".

NOT AN OFFICIAL PUBLICATION. We believe this on-line version of the Utility Damage Prevention Act to be up-to-date as of July 2009.

Kansas Underground Utility Damage Prevention Act

With Changes Mandated by HB 2637

Statute 66-1802

Definitions. As used in this act:

(a) "Damage" means any impact or contact with an underground facility, its appurtenances or its protective coating, or any weakening of the support for the facility or protective housing which requires repair.

(b) "Emergency" means any condition constituting a clear and present danger to life, health or property, or a customer service outage.

(c) "Excavation" means any operation in which earth, rock or other material below the surface is moved or otherwise displaced by any means, except tilling the soil for normal agricultural purposes, or railroad or road and ditch maintenance that does not change the existing railroad grade, road grade and/or ditch flowline, or operations related to exploration and production of crude oil or natural gas, or both.

(d) "Excavator" means any person who engages directly in excavation activities within the state of Kansas, but shall not include any occupant of a dwelling who:

(1) Uses such dwelling as a primary residence; and

(2) excavates on the premises of such dwelling.

(e) "Facility" means any **sanitary sewer**, underground line, system or structure used for **transporting**, gathering, storing, conveying, transmitting or distributing **potable water**, gas, electricity, communication, crude oil, refined or processed petroleum, petroleum products or hazardous liquids; facility shall not include, any **stormwater sewers**, production petroleum lead lines, salt water disposal lines or injection lines, which are not located on platted land or inside the corporate limits of any city.

(f) "Locatable facility" means facilities for which the tolerance zone can be determined by the operator using generally accepted practices such as as-built construction drawings, system maps, probes, locator devices or any other type of proven technology for locating.

(g) "Marking" means the use of stakes, paint, flags or other clearly identifiable materials to show the field location of underground facilities, in accordance with the rules and

regulations promulgated by the state corporation commission in the administration and enforcement of this act.

(h) "Municipality" means any city, county, municipal corporation, public district or public authority located in whole or in part within this state which provides firefighting, law enforcement, ambulance, emergency medical or other emergency services.

(i) "Notification center" means the statewide communication system operated by an organization which has as one of its purposes to receive and record notification of planned excavation in the state from excavators and to disseminate such notification of planned excavation to operators who are members and participants.

(j) "Operator" means any person who owns or operates an underground **tier 1 or tier 2** facility, except for any person who is the owner of real property wherein is located underground facilities for the purpose of furnishing services or materials only to such person or occupants of such property.

(k) "Preengineered project" means a public project or a project which is approved by a public agency wherein the public agency responsible for the project, as part of its engineering and contract procedures, holds a meeting prior to the commencement of any construction work on such project in which all persons, determined by the public agency to have underground facilities located within the construction area of the project, are invited to attend and given an opportunity to verify or inform the public agency of the location of their underground facilities, if any, within the construction area and where the location of all known and underground facilities are duly located or noted on the engineering drawing as specifications for the project.

(l) "Permitted project" means a project where a permit for the work to be performed must be issued by a city, county, state or federal agency and, as a prerequisite to receiving such permit, the applicant must locate all underground facilities in the area of the work and in the vicinity of the excavation and notify each owner of such underground facilities.

(m) "Person" means any individual, partnership, corporation, association, franchise holder, state, city, county or any governmental subdivision or instrumentality of a state and its employees, agents or legal representatives.

(n) "Production petroleum lead line" means an underground facility used for production, gathering or processing on the lease or unit, or for delivery of hydrocarbon gas and/or liquids to an associated tank battery, separator or sales facility. Production petroleum lead lines shall include underground lines associated with lease fuel and saltwater disposal and injection.

(o) "Platted land" means a tract or parcel of land which has been subdivided into lots of less than five acres for the purpose of building developments, including housing developments, and for which a surveyor's plat has been filed of record in the office of the register of deeds in the county where the land is located.

(p) “Tier 1 facility” means an underground facility used for transporting, gathering, storing, conveying, transmitting or distributing gas, electricity, communications, crude oil, refined or reprocessed petroleum, petroleum products or hazardous liquids.

(q) “Tier 2 facility” means an underground facility used for transporting, gathering, storing, conveying, transmitting or distributing potable water or sanitary sewage.

(r) “Tier 3 facility” means a water or wastewater system utility which serves more than 20,000 customers who elects to be a tier 3 member of the notification center pursuant to this subsection. The operator of a tier 3 facility shall:

(1) Develop and operate a locate service website capable of receiving locate requests;

(2) publish and maintain a dedicated telephone number for locate services;

(3) maintain 24-hour response capability for emergency locates; and

(4) employ not less than two individuals whose primary job function shall be the location of underground utilities. Operators of tier 3 facilities shall make either such website or contact information available to the notification center. The notification center shall collect and charge a fee of \$500 a year for each tier 3 facility. No other fee, charge or cost shall be assessed to a tier 3 facility by the notification center. Tier 3 members shall be subject to all provisions of 66-1804, 66-1805, 66-1806 and amendments thereto.

(s) “Tolerance zone” means the area **not less than** 24 inches of the outside dimensions in all horizontal directions of an underground facility, **except that a larger tolerance zone for a tier 1, 2, or 3 facility may be established by rules and regulations adopted under K.S.A. 2007 Supp. 66-1815, and amendments thereto.** An operator of a water or wastewater facility may elect to use a tolerance zone for such water or wastewater facility in which tolerance zone means the area not less than 60 inches of the outside dimensions in all horizontal directions of an underground water or wastewater facility *upon notification of the excavator*, except that a larger tolerance zone may be established by rules and regulations adopted under K.S.A. 2007 Supp. 66-1815, and amendments thereto.

(t) "Update" means an additional request from the excavator to extend the time period of the request for intent to excavate beyond the 15 calendar day duration of the request.

(u) "Whitelining" means the act of marking by the excavator the route or boundary of the proposed excavation site with white paint, white stakes or white flags.

(v) "Working day" means every day, Monday through Friday beginning at 12:01 a.m., except for the following officially recognized holidays: New Year's day, Memorial day,

Independence day, Labor day, Thanksgiving day, the day after Thanksgiving and Christmas.

Statute 66-1803

Excavator's duty to ascertain location of facilities.

An excavator shall not engage in excavation near the location of any underground facility without first having ascertained, in the manner prescribed in this act, a location of all underground facilities in the proposed area of the excavation.

History: L. 1993, ch. 217, S. 3; July 1

Statute 66-1804

Notice of intent of excavation.

(a) Except in the case of an emergency, an excavator shall serve notice of intent of excavation at least two full working days, but not more than 15 calendar days before the scheduled excavation start date, on each operator having underground **tier 1** facilities located in the proposed area of excavation.

(b) An excavator *may* serve notice of intent of excavation at least two full working days, but not more than 15 calendar days before the scheduled excavation start date, on each operator of tier 2 facilities located in the proposed area of excavation.

(c) The notice of intent to excavate or any subsequent updates shall be valid for 15 calendar days after the excavation start date and such notice shall only describe an area in which the proposed excavation reasonably can be completed within the 15 calendar days.

(d) No person shall make repeated requests for remarking unless the request is due to circumstances not reasonably within the control of such person.

(e) The notice of intent of excavation shall contain the name, address and telephone number of the person filing the notice of intent, the name of the excavator, the date the excavation activity is to commence and the type of excavation being planned. The notice shall also contain the specific location of the excavation.

(f) The person filing the notice of intent to excavate shall, at the request of the operator, whitelist the proposed excavation site when the description of the excavation location cannot be described with sufficient detail to enable the operator to ascertain the location of the proposed excavation.

(g) The provisions of this section shall not apply to a preengineered project or a permitted project, except that the excavators shall be required to give notification in accordance with this section prior to starting such project.

Statute 66-1805

Notification center.

(a) This act recognizes the establishment of a single notification center for the state of Kansas. Each operator who has an underground facility shall become a member of the notification center.

(b) For operators of tier 1 facilities or operators of tier 2 facilities that desire notification in the same manner as operators of tier 1 facilities, the notification center shall provide prompt notice of any proposed excavation to each affected operator that has facilities recorded with the notification center in the area of a proposed excavation site.

(c) For operators of tier 2 facilities that desire direct contact with the excavator, the notification center shall provide the excavator with the name and contact information of the affected operator that has facilities recorded with the notification center in the area of the proposed excavation.

(d) Notification to operators **as defined in subsection (b)** shall be given by notifying the notification center by telephone at the toll free number or by other communication methods approved by the notification center. The content of such notification shall be as required by K.S.A. 2001 Supp. 66-1804, and amendments thereto.

(e) Notification to operators as defined in subsection (c) may be given by notifying the operator of tier 2 facilities using the contact information provided by the notification center. The content of such notification shall be as required by K.S.A. 66-1804, and amendments thereto.

(f) Each operator who has an underground facility within the state shall be afforded the opportunity to become a member of the notification center on the same terms as the original members.

~~(d)~~**(g)** A suitable record shall be maintained by the notification center to document the receipt of notices from excavators as required by this act.

(h) A suitable record shall be maintained by operators of tier 2 facilities that desire direct contact with the excavator pursuant to subsection (c) to document the receipt of notices from excavators.

(i) The notification center shall charge and collect an annual membership fee in the amount of \$25 from each tier 2 facility member.

(j) The notification center shall charge a referral fee to tier 2 facility members in an amount no more than 50% of the referral fee rate charged to tier 1 facility members.

(k) Upon request of the operator, the person filing the notice of intent to excavate shall whitenline the proposed excavation site prior to locates being performed.

(l) The notification center established pursuant to this section shall be and is hereby deemed to be a public agency and shall be subject to the provisions of the open records act, K.S.A. 45-215 et seq., and amendments thereto, and the open meetings act, K.S.A. 75-4317 et seq., and amendments thereto, except that the notification center or board of directors, or successor managing organization shall not disseminate, make available or otherwise distribute data or information provided by an operator of a tier 1, 2 or 3 facility unless such dissemination, making available or distributing is necessary for the state corporation commission or the notification center to carry out legal duties or specific statutory duties prescribed under this chapter.

(m) On and after July 1, 2009, the notification center's board of directors shall include two members from tier 2 facilities and 1 member from tier 3 facilities.

(n) The notification center shall prepare an annual report which describes the activities of such center. An annual audit of the notification center shall be conducted by an independent certified public accountant. The notification center shall provide copies of such reports to each member of the notification center and shall be subject to the open records act, K.S.A. 45-215, et seq., and amendments thereto.

(o) The notification center shall solicit proposals for operation of the notification center not more than every five years which shall be awarded in an open meeting by the board of directors of the notification center. The bidding process prescribed by this subsection shall be subject to the open records act, K.S.A. 45-215 et seq., and amendments thereto.

(p) The notification center shall conduct a cost of service audit not more than every five years or as otherwise requested by the board of directors of the notification center or a majority of the members of such center.

Statute 66-1806

Identification of location of facilities; duties of operator; liability for damages.

(a) Within two working days, beginning on the later of the first working day after the excavator has filed notice of intent to excavate or the first day after the excavator has whitenlined the excavation site, an operator served with notice, unless otherwise agreed between the parties, shall inform the excavator of the tolerance zone of the underground

facilities of the operator in the area of the planned excavation by marking, flagging or other acceptable method.

(b) If the operator of tier 2 facilities cannot accurately mark the tolerance zone, such operator shall mark the approximate location to the best of its ability, notify the excavator that the markings may not be accurate, and provide additional guidance to the excavator in locating the facilities as needed during the excavation.

(c) The operator of tier 2 facilities shall not be required to provide notification of the tolerance zone for facilities which are at a depth at least two feet deeper than the excavator plans to excavate but does have to notify the excavator of their existence.

(d) If the operator of a tier 1 facility has no underground facilities in the area of the proposed excavation, such operator, before the excavation start date, shall notify the excavator that it has no facilities in the area of proposed excavation by telephone, facsimile, marking the area all clear or by other technology that may be developed for such purposes.

(e) If the excavator notifies the notification center, within two working days after the initial identification of the tolerance zone by the operator, that the identifiers have been improperly removed or altered, the operator shall make a reasonable effort to reidentify the tolerance zone within one working day after the operator receives actual notice from the notification center.

(f) If the excavator has provided notice to an operator pursuant to K.S.A. 66-1804, and amendments thereto, and the operator fails to comply with subsections (a), (b) or (c) or notifies the excavator that it has no underground facilities in the area of the planned excavation, the excavator may proceed and shall not be liable to the operator for any direct or indirect damages resulting from contact with the operator's facilities, except that nothing in this act shall be construed to hold any excavator harmless from liability to the operator in those cases of gross negligence or willful and wanton conduct.

(g) For economic damages in any civil court of this state, failure of an operator to inform the excavator within two working days of the tolerance zone of the underground facilities of the operator in the manner required by subsection (a) of K.S.A. 2001 Supp. 66- 1806, and amendments thereto, shall not give rise to a cause of action on the part of the excavator against an operator, except that nothing in this act shall be construed to hold any operator harmless from liability in those cases of inaccurate marking of the tolerance zone, gross negligence or willful and wanton conduct. Such failure may subject an operator to civil penalties as determined by the state corporation commission.

(h) Any person claiming that an operator has failed to inform the excavator within two working days of the tolerance zone of the underground facilities of the operator shall file a complaint with the state corporation commission requesting enforcement of subsection (a) within one year of becoming aware of the violation.

(i) All **tier 1** facilities installed by an operator after January 1, 2003, shall be locatable.

New Section 9

(a) All **tier 2** facilities installed by an operator after July 1, 2008, shall be locatable.

(b) As used in this section, “**tier 2 facility**” means an underground facility used for transporting, gathering, storing, conveying, transmitting, or distributing potable water or sanitary sewage.

Statute 66-1807

Emergency excavations.

(a) In the case of an emergency which involves danger to life, health or property or which requires immediate correction in order to continue the operation of an industrial plant or to assure the continuity of public utility service, excavation, maintenance or repairs may be made without using explosives, if notice and advice thereof, whether in writing or otherwise are given to the operator or notification center as soon as reasonably possible.

(b) If an operator receives a request to locate its facilities for an emergency condition, such operator shall make a reasonable effort to identify the location of its facility within two hours of receiving notification or before excavation is scheduled to begin, whichever is later.

(c) Any person providing a misrepresentation of an emergency excavation may be subject to the penalties set out in K.S.A. 2001 Supp. 66-1812, and amendments thereto.

History:

Statute 66-1808

Application of other laws.

This act shall not be construed to authorize, affect or impair local ordinances, resolutions or other provisions of law concerning excavating or tunneling in a public street or highway or private or public easement.

History: L. 1993, ch. 217, S. 8; July 1.

Statute 66-1809

Excavator's duty to exercise reasonable care.

(a) Upon receiving information as provided in K.S.A. 2001 Supp. 68-1806, and amendments thereto, an excavator shall exercise such reasonable care as may be necessary for the protection of any underground facility in and near the construction area when working in close proximity to any such underground facility.

(b) An excavator using a trenchless excavation technique shall meet minimum operating guidelines as prescribed in rules and regulations developed and adopted by the state corporation commission in support of this act.

History:

Statute 66-1810

Contact with or damage to facility; procedure.

When any contact with or damage to any underground facility occurs, the operator shall be informed immediately by the excavator. Upon receiving such notice, the operator immediately shall dispatch personnel to the location to provide necessary temporary or permanent repair of the damage. If the protective covering of an electrical line is penetrated or dangerous gases or fluids are escaping from a broken line, the excavator immediately shall inform emergency personnel of the municipality in which such electrical short or broken line is located and take any other action as may be reasonably necessary to protect persons and property and to minimize hazards until arrival of the operator's personnel or emergency first responders.

History:

Statute 66-1811

Effect of violation of act, liability for damages; application of other laws.

(a) In a civil action in a court of this state when it is shown by competent evidence that personal injury, death or other damages, including damage to any underground facilities, occurred as a result of a violation of this act, there shall be a rebuttable presumption of negligence on the part of the violator.

(b) In no event shall the excavator be responsible for any damage to underground facilities if such damage was caused by the failure of the operator to correctly and properly mark the location of the tolerance zone of the damaged facility.

(c) Nothing in this act is intended to limit or modify the provisions of:

(1) K.S.A. 60-258a, and amendments thereto; or

(2) the national electrical safety code, which would otherwise be applicable.

History:

Statute 66-1812

Violation of act, civil penalties and injunctive relief.

Any person to whom this act applies, who violates any of the provisions contained in this act, shall be subject to civil penalties and injunctive relief as set out in K.S.A. 66-1,151, and amendments thereto, and any remedies established in rules and regulations promulgated by the state corporation commission in support of this act.

History:

Statute 66-1813

Administration and enforcement by corporation commission.

This act shall be administered and enforced by the state corporation commission of the state of Kansas. *History: L. 1993, ch. 217, S. 13; July 1.*

Statute 66-1814

Severability.

If any provision of this act or the application thereof to any person or circumstance is held invalid, the remainder of the act and the application of such provision to other persons or circumstances shall not be affected thereby.

History: L. 1993, ch. 217, S. 14; July 1.

Statute 66-1815

Providing for rules and regulations.

(a) The state corporation commission shall have full power and authority to adopt all necessary rules and regulations for carrying out the provisions of K.S.A. 66-1801 through 66-1814, and amendments thereto.

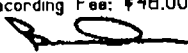
(b) This section shall be part of and supplemental to the Kansas underground utility damage prevention act.



Sedgwick County
Register of Deeds - Bill Me
DOC.#/FLM-PG: 28860

Section XI, Item F.

Receipt #: 1648590
Pages Recorded: 11
Cashier Initials: PJ

Recording Fee: \$48.00
Authorized By: 

Date Recorded: 2/26/2007 10:30:05 AM



Grantor	<u>53 & OLIVER LC</u>
Grantee	<u>ENBRIDGE PIPELINES</u>
Type of Document	<u>MISCELLANEOUS AMENDMENT</u>
Recording Fees	<u>\$48.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$48.00</u>
Return Address	<u>BAUGHMAN COMPANY PA</u>
	<u>315 ELLIS</u>
	<u>WICHITA KS 67211</u>
	<u> </u>
	<u> </u>

AMENDMENT OF RIGHT OF WAY CONTRACT

STATE OF: Kansas)

) §§

COUNTY OF: Sedgwick)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of July, 1930, H. A. G. Tjaden and his wife Martha Tjaden, executed and delivered to Phillips Pipeline Company, its successors and assigns, a Right of Way Contract covering the following described lands in Sedgwick County, State of Kansas, to wit:

NW/4 Section 19, T26S, R2E, N/2 Section 24, T26S, R1E and SW/4 Section 34, T26S, R1E, Sedgwick County, Kansas,

said Right Of Way Contract being filed of record in Volume 98, Page 198 of Sedgwick County, Kansas Records; and

WHEREAS, 53rd & Oliver, L. L. C., a Kansas limited liability company, John J. Ayerza and Susanne Ayerza, Trustees of the John J. Ayerza and Susanne Ayerza Trust dated October 28, 1985, Basil C. Woolley and Elizabeth Ann Woolley, Trustees of the Woolley Family Revocable Trust dated July 8, 1991, and Berry C. Dunham and Mildred R. Dunham, Trustees of the Dunham Revocable Trust, dated April 9, 2003, hereinafter called "Landowner", whether one or more, represent that they are the present owner(s), subject to the above mentioned Right of Way Contract, of the following described tract(s) of land:

A tract of land in the NE/4 and in the NW/4 of Section 24, Twp. 26-S, R-1-E, Sedgwick County, Kansas,

hereinafter called "owned land", whether one or more tracts; and

WHEREAS, Landowner has requested that Enbridge Pipelines (KPC), hereinafter called "Company", successor to Phillips Pipeline Company, amend said Right of Way Contract only insofar as it affects the owned land, and Enbridge Pipelines (KPC) is willing to do so subject to the terms and conditions of this instrument.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein the Company and Landowner do hereby agree to amend said Right of Way Contract in the following particulars:

I. From and after the date hereof all of the Company's pipelines and other incidental equipment and facilities heretofore or hereinafter laid on the owned land, by authority of said Right of Way Contract or this instrument, shall be confined within the strip of land more particularly described as follows:

SEE EXHIBITS "A" & "A-1" Attached hereto and being made a part hereof. hereinafter called "Defined Easement".

II. For and in consideration of the benefits to be derived here from, the Company, its parent, subsidiaries, successors and assigns, shall hereafter have and is hereby granted by Landowner:

A. The right of way and easement from time to time to maintain, operate, relay, replace, change the size of and remove any or all of the Company's pipelines currently in place within the owned land; and

B. The right of way and easement from time to time to lay, maintain, operate, relay, replace, change the size of and remove additional pipelines within the Defined Easement for the transportation of oil, gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline; together with the right of ingress and egress across the owned land for all purposes incident to the exercise of the aforesaid rights and the right to place on the owned land incidental equipment to facilitate the use of pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, their successor or assigns, except that damages will be paid to Landowner for damage to growing agricultural crops.

III. Landowner, for themselves, their successors and assigns, covenant and agree that no dwelling, buildings, structures, obstructions or engineering works of whatsoever kind shall be erected on said Defined Easement and Landowner further covenants and agrees that no dwellings or buildings shall be erected within twenty-five (25) feet on either side of said Defined Easement and that no change will be effected in the present grade of said Defined Easement. Landowner, for themselves, their successors and assigns agree that no hard surface or regularly traveled streets, roads or highways will cross or be placed over the Defined Easement unless and until the Company's pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of the Company. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by the Company and at the expense of the Landowner, their successors or assigns.

IV. Nothing herein contained shall be construed as releasing any rights or privileges under said Right of Way Contract insofar as said Right of Way Contract covers said Defined Easement; but said Right of Way Contract agreement, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. Said Right of Way Contract, insofar as it may cover and relate to land other than the owned land described above, shall remain in effect in accordance with all of its terms and provisions.

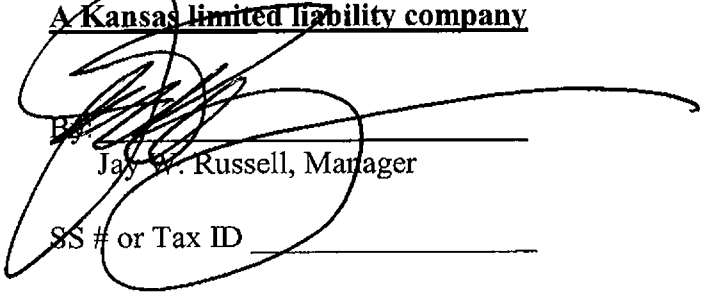
V. It is the intention of both the Company and Landowner that said Defined Easement shall extend completely across the land owned by Landowner and recited above and be located in such manner that all of the Company's presently existing pipelines will be within its boundaries. To this extent it is understood and agreed that in the event it should ever be determined that either of said boundary lines have not been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in a description of said Defined Easement, the Defined Easement shall for all purposes be deemed to be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

VI. The Company shall have the right to assign the rights granted hereunder in whole or in part.

VII. The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED this 22 day of FEBRUARY, 2007.

LANDOWNER:
53rd & Oliver, L.L.C.,
A Kansas limited liability company

By: 
Jay W. Russell, Manager
SS # or Tax ID _____

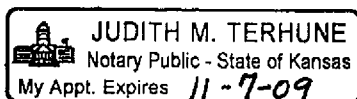
COMPANY: Enbridge Pipelines (KPC)

By: 
David Martin, Attorney-in-Fact
Enbridge Pipelines (KPC)

STATE OF KANSAS)
) §§
 COUNTY OF SEDGWICK)

Before me the undersigned, a Notary Public in and for said County and State, on this 7th day of November, 2006, personally appeared Jay W. Russell, to me personally known, who being duly sworn did say that he is Manager of 53rd & Oliver, L.L.C., a Kansas limited liability company, and acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company, in the capacity therein stated as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Given under my hand and seal the day and year last above written.



Judith M. Terhune
 Notary Public

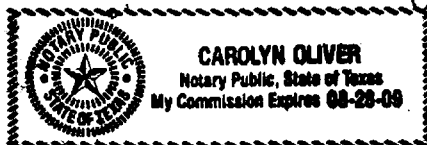
My Commission Expires:
11-7-09

STATE OF: TEXAS)
) §§
 COUNTY OF: HARRIS)

On the 22nd day of February, 2007, personally appeared David Martin, to me personally known, who, being duly sworn did say that he is Attorney-in-Fact of Enbridge Pipelines (KPC), a corporation and acknowledged to me that he executed the foregoing instrument on behalf of said corporation, in the capacity therein stated as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Carolyn Oliver
 Notary Public

My Commission Expires:
08-28-09



LANDOWNER:

Barry C. Dunham and Mildred R. Dunham, Trustees
of the Dunham Revocable Trust, dated April 9, 2003

X Barry C. Dunham
Barry C. Dunham

X Mildred R. Dunham
Mildred R. Dunham

SS # or Tax ID [REDACTED]

STATE OF Arizona)
COUNTY OF Maricopa) §§

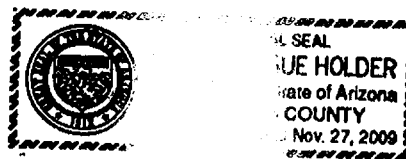
Before me the undersigned, a Notary Public in and for said County and State, on this 29th day of January, 2007, personally appeared Barry C. Dunham and wife Mildred R. Dunham, as Trustees of the Dunham Revocable Trust, dated April 9, 2003, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Catherine Sue Holder
Notary Public

My Commission Expires:

11-27-2009



LANDOWNER:

John J. Ayerza and Susanne Ayerza, Trustees
of the John J. Ayerza and Susanne Ayerza Trust
dated October 28, 1985

X

John J. Ayerza, Trustee

X

Susanne Ayerza, Trustee

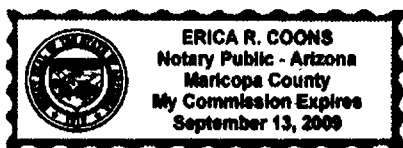
SS # or Tax ID: [REDACTED]

STATE OF Arizona)

COUNTY OF Maricopa) §§

Before me the undersigned, a Notary Public in and for said County and State, on this 31st day of January, 2009, personally appeared John J. Ayerza and Susanne Ayerza, as Trustees of the John J. Ayerza and Susanne Ayerza Trust dated October 28, 1985, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Erica R. Coons
Notary Public

My Commission Expires:

09.13.09

LANDOWNER:

Basil C. Woolley and Elizabeth Ann Woolley, Trustees
Of the Woolley Family Revocable Trust dated July 8, 1991

X Basil C. Woolley Trustee
Basil C. Woolley, Trustee

X Elizabeth Ann Woolley Trustee
Elizabeth Ann Woolley, Trustee

SS # or Tax ID: [REDACTED]

STATE OF California)
COUNTY OF San Diego) §§

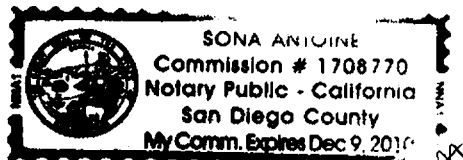
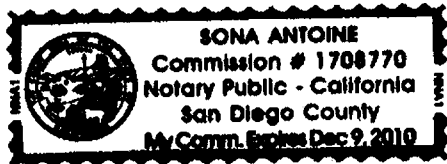
Before me the undersigned, a Notary Public in and for said County and State, on this 29 day of January, 2007, personally appeared Basil C. Woolley and Elizabeth Ann Woolley, as Trustees of the Woolley Family Revocable Trust dated July 8, 1991, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Sona Antoine
Notary Public

My Commission Expires:

Dec 9, 2010



LEGAL DESCRIPTION PIPELINE EASEMENT

LOCATED IN THE NE1/4 AND NW1/4 OF SEC. 24,
TWP. 26-S, R-1-E OF THE 6TH P.M.
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS

Section XI, Item F.

EXHIBIT "A"

A tract of land in the NE $\frac{1}{4}$ and in the NW $\frac{1}{4}$ of Sec. 24, Twp. 26--S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying 25.00 feet normally distant southeast of a 16 inch pipeline and lying 25.00 feet normally distant northwest of a 12 inch pipeline, said tract of land being more particularly described as follows: Commencing at the NE corner of said NE $\frac{1}{4}$; thence S00°09'40"E along the east line of said NE $\frac{1}{4}$, 1.01 feet for a point of beginning; thence continuing S00°09'40"E along the east line of said NE $\frac{1}{4}$, crossing said 12 inch pipeline at 27.71 feet and said 16 inch pipeline at 66.43 feet, a distance of 94.18 feet; thence S64°08'30"W, 1678.61 feet; thence S64°27'37"W, 1244.42 feet to a point on the west line of said NE $\frac{1}{4}$, said point being 1285.81 feet north of the SW corner of said NE $\frac{1}{4}$; thence continuing S64°27'37"W, 63.35 feet; thence S56°19'23"W, 609.72 feet; thence S51°03'47"W, 80.68 feet; thence S52°48'14"W, 460.01 feet to a point on the east line of John Savute Addition, Bel Aire, Kansas, said point being 590.17 feet north of the SE corner of said John Savute Addition; thence N00°03'06"E along the east line of said John Savute Addition, crossing said 16 inch pipeline at 31.41 feet and said 12 inch pipeline at 70.63 feet, a distance of 102.20 feet; thence N52°24'19"E, 477.56 feet; thence N53°17'23"E, 451.56 feet; thence N64°07'45"E, 281.65 feet to a point on the east line of said NW $\frac{1}{4}$, said point being 1377.97 feet north of the SE corner of said NW $\frac{1}{4}$; thence continuing N64°07'45"E, 939.97 feet; thence N64°17'22"E, 1983.54 feet to the point of beginning.

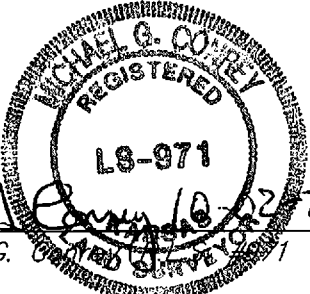

Michael G. Convey 10-22-2006
Michael G. Convey, Registered Professional Surveyor

EXHIBIT "A-1"

NW COR. NE1/4, SEC. 24,
TWP. 26-S, R-1-E

53

Section XI, Item F.

BASIL C. WOOLLEY AND ELIZABETH ANN WOOLLEY,
TRUSTEES OF THE WOOLLEY FAMILY REVOCABLE TRUST
DATED JULY 8, 1991.

JOHN J. AYERZA AND SUSANNE AYERZA, TRUSTEES OF
THE JOHN J. AYERZA AND SUSANNE AYERZA TRUST
DATED OCTOBER 28, 1985.

BERRY C. DUNHAM AND MILDRED R. DUNHAM,
TRUSTEES OF THE DUNHAM REVOCABLE TRUST
DATED APRIL 9, 2003.

EAST LINE OF JOHN
SAVUTE ADDITION

25' BUILDING
SETBACK

25' BUILDING
SETBACK

WEST LINE OF THE NE1/4
SEC. 24, TWP. 26-S, R-1-E

I HEREBY CERTIFY THAT THE BOUNDARY
INFORMATION AND PIPELINE LOCATIONS
SHOWN HEREON ARE BASED ON A FIELD
SURVEY PERFORMED UNDER MY SUPERVISION.
THE PIPELINE LOCATIONS ARE BASED ON THE
FLAGGED LOCATIONS IN THE FIELD PROVIDED
BY ENBRIDGE AND CONOCOPHILLIPS.

53RD & OLIVER, LLC A KANSAS
LIMITED LIABILITY COMPANY



60' CONOCOPHILLIPS PIPELINE EASEMENT
(FILM 1718, PAGE 1410)



7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	1	2	3	FARMSTEAD	1	2	3	4	5	6	7	8	9	10
SE Corner John Savute Addition										SW COR. NE1/4, SEC. 24, TWP. 26-S, R-1-E																			

4 ST. NG.

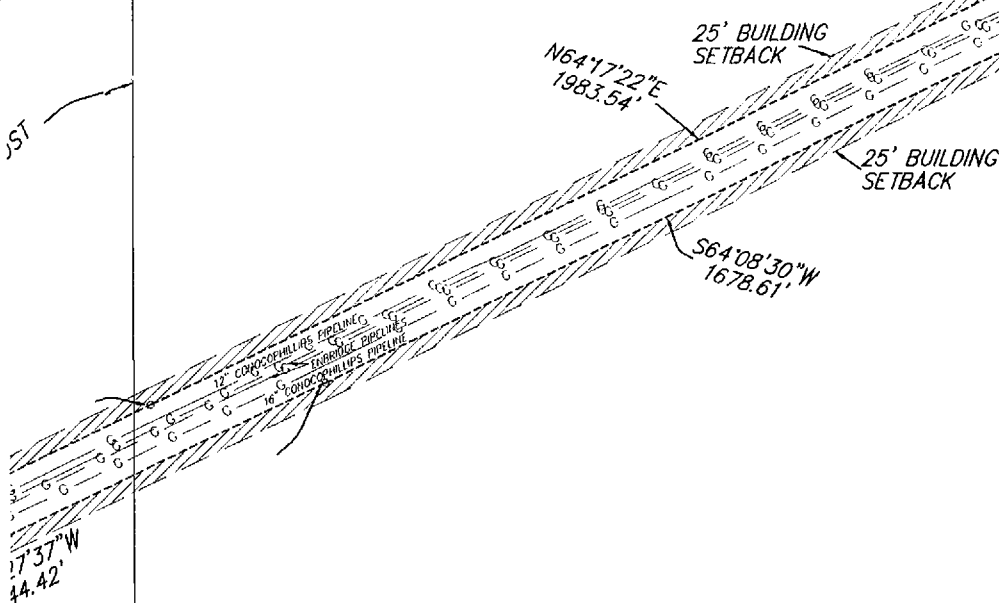
49 TH ST. NO

B Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7277
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE

53 RD STREET N

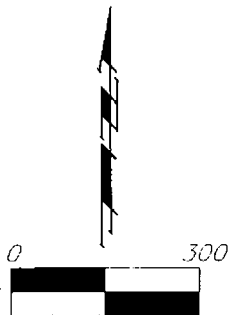
NE COR. NE1/4, SEC. 24
TWP. 26-S, R-1-E

Section XI, Item F.



53RD & OLIVER, LLC A KANSAS LIMITED LIABILITY COMPANY

I HEREBY CERTIFY THAT THE BOUNDARY INFORMATION AND PIPELINE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION. THE PIPELINE LOCATIONS ARE BASED ON THE FLAGGED LOCATIONS IN THE FIELD PROVIDED BY ENBRIDGE AND CONOCOPHILLIPS.



Michael G. Conrey
Michael G. Conrey, R.L.S.
KANSAS
LAND SURVEYOR

60' CONOCOPHILLIPS PIPELINE EASEMENT
(FILM 1718, PAGE 1410)

WOODLAWN BLVD.
S00°09'40"E 2651.12' (M)

17	CENTRAL PARK ADDITION
RESERVE E	
10	
9 (1)	
8	
7	
6	
5	
4	
3	
2	
1	
CENTRAL PARK AVE	
1	
2 (4)	
3	
4	CENTRAL PARK ADDITION

5	6	7	8	9	10
---	---	---	---	---	----

1	2	3
---	---	---

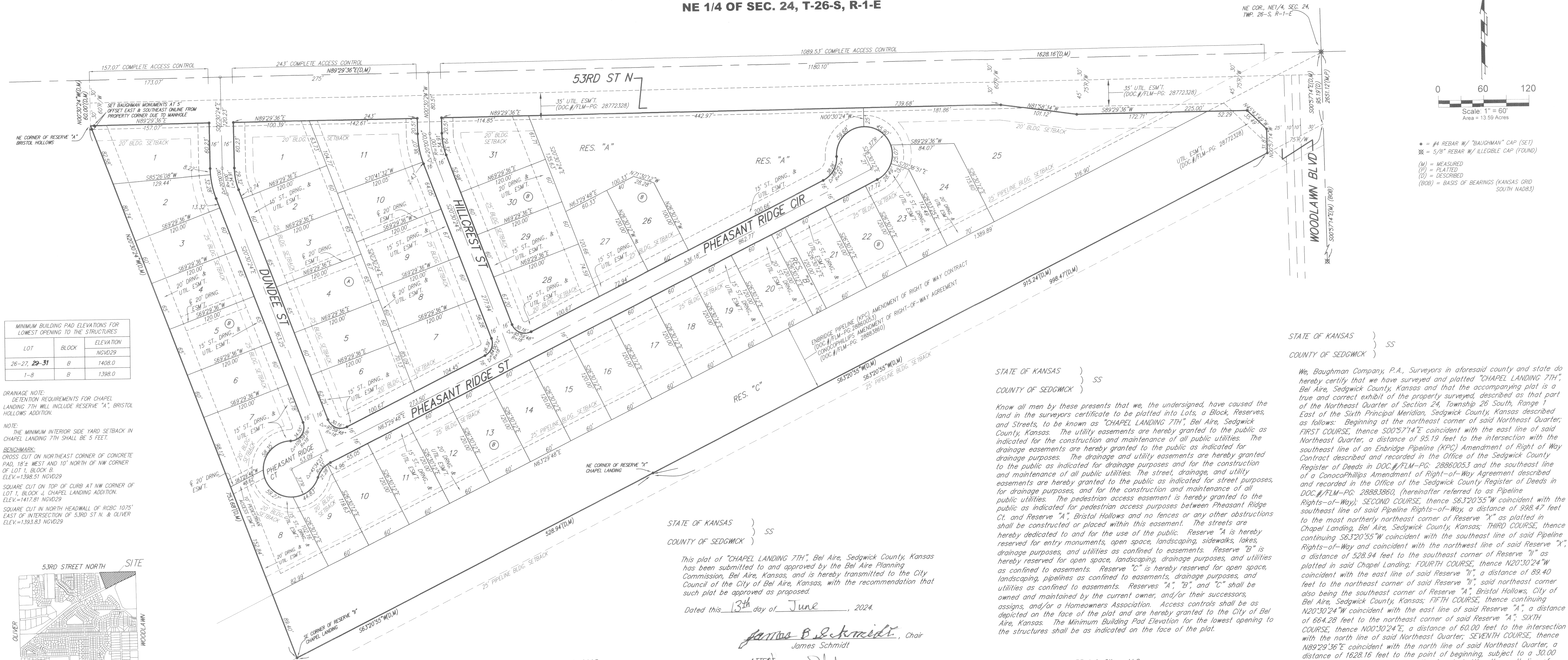
1	12
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SE COR. NE1/4, SEC. 24
TWP. 26-S, R-1-E

CHAPEL LANDING 7TH

BEL AIRE, SEDGWICK COUNTY, KANSAS

NE 1/4 OF SEC. 24, T-26-S, R-1-E



0 60 120
Scale: 1" = 60'
Area = 13.59 Acres

• = #4 REBAR W/ "BAUGHMAN" CAP (SET)
X = 5/8" REBAR W/ ILLEGIBLE CAP (FOUND)
(M) = MEASURED
(P) = PLATTED
(D) = DESCRIBED
(BOB) = BASIS OF BEARINGS (KANSAS GRID SOUTH NAD83)

MINIMUM BUILDING PAD ELEVATIONS FOR LOWEST OPENING TO THE STRUCTURES		
LOT	BLOCK	ELEVATION
26-27, 29-31	B	NGVD29 1408.0
1-8	B	1398.0

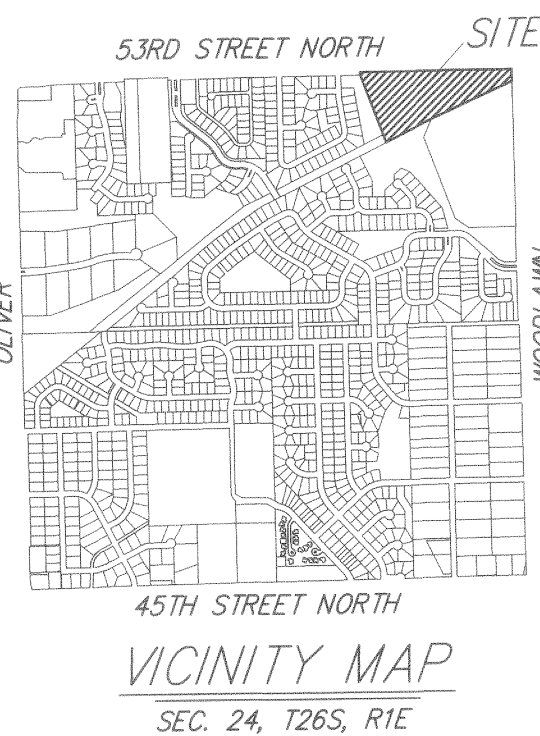
Drainage Note:
DETENTION REQUIREMENTS FOR CHAPEL LANDING 7TH WILL INCLUDE RESERVE "A", BRISTOL HOLLOW ADDITION.

NOTE:
THE MINIMUM INTERIOR SIDE YARD SETBACK IN CHAPEL LANDING 7TH SHALL BE 5 FEET.

BENCHMARK:
CROSS CUT ON NORTHEAST CORNER OF CONCRETE PAD, 18'4" WEST AND 10' NORTH OF NW CORNER OF LOT 1, BLOCK B.
ELEV.=1398.51 NGVD29

SQUARE CUT ON TOP OF CURB AT NW CORNER OF LOT 1, BLOCK J, CHAPEL LANDING ADDITION.
ELEV.=1417.81 NGVD29

SQUARE CUT IN NORTH HEADWALL OF RGRG 1075' EAST OF INTERSECTION OF 53RD ST N & OLIVER.
ELEV.=1393.83 NGVD29



STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

Know all men by these presents that we, the undersigned, have caused the land in the surveyors certificate to be platted into Lots, a Block, Reserves, and Streets, to be known as "CHAPEL LANDING 7TH", Bel Aire, Sedgwick County, Kansas. The utility easements are hereby granted to the public as indicated for the construction and maintenance of all public utilities. The drainage easements are hereby granted to the public as indicated for drainage purposes. The drainage and utility easements are hereby granted to the public as indicated for the construction and maintenance of all public utilities. The street, drainage, and utility easements are hereby granted to the public as indicated for street purposes, for drainage purposes, and for the construction and maintenance of all public utilities. The pedestrian access easement is hereby granted to the public as indicated for pedestrian access purposes between Pheasant Ridge Ct. and Reserve "A", Bristol Hollows and no fences or any other obstructions shall be constructed or placed within this easement. The streets are hereby dedicated to and for the use of the public. Reserve "A" is hereby reserved for entry monuments, open space, landscaping, sidewalks, lakes, drainage purposes, and utilities as confined to easements. Reserve "B" is hereby reserved for open space, landscaping, drainage purposes, and utilities as confined to easements. Reserve "C" is hereby reserved for open space, landscaping, pipelines as confined to easements, drainage purposes, and utilities as confined to easements. Reserves "A", "B", and "C" shall be owned and maintained by the current owner, and/or their successors, assigns, and/or a Homeowners Association. Access controls shall be as depicted on the face of the plat and are hereby granted to the City of Bel Aire, Kansas. The Minimum Building Pad Elevation for the lowest opening to the structures shall be as indicated on the face of the plat.

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

This plat of "CHAPEL LANDING 7TH", Bel Aire, Sedgwick County, Kansas has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this 13th day of June, 2024.

James B. Schmidt, Chair
James Schmidt

ATTEST:
Anne Stephens, Secretary
Anne Stephens

53rd & Oliver, LLC
a Kansas limited liability company
Jay W. Russell, Manager
Jay W. Russell

State of Kansas)
Sedgwick County) SS
The foregoing instrument acknowledged before me, this 25th day of June, 2024, by Jay W. Russell, Manager of 53rd & Oliver, LLC, a Kansas limited liability company, on behalf of the limited liability company.

LUNETTE A. SAUBER
Notary Public - State of Kansas
My App. Expires 9/20/2026
My App. Exp. 09/20/2026

Lurette A. Sauber, Notary Public
LUNETTE A. SAUBER

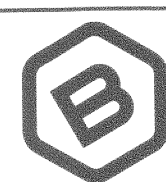
Existing public easements, building setbacks, access controls, and dedications, if any, being vacated by virtue of K.S.A. 12-512b, as amended.

All being situated in the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

6.25.24
Date of Survey: Baughman Company, P.A.

Jonathan C. Hubbell, Surveyor

CHAPEL LANDING 7TH



BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

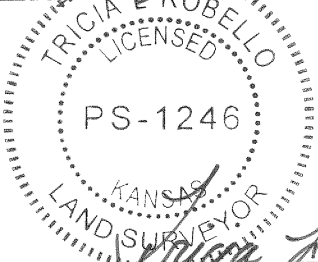
Sedgwick County
Register of Deeds - Tonge Buckingham
Doc. #/Film - Pg: 30322191
Realty #: 2439734
Pages Recorded: 1
Recording Fee: \$32.00
Cashed: \$32.00
Authorized By: Tonge Buckingham
Date Recorded: 07/19/2024 03:12:55 PM

The title evidence of the land included in this plat has been reviewed by me and the plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: the 5th of July, 2024.

Maria A. Schrock, City Attorney
Maria Schrock

Reviewed in accordance with K.S.A. 58-2005
on this 21st day of June, 2024.



Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

of July, 2024, transfer record this 18th day



Barney Arnold, County Clerk
Barney Arnold

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

This is to certify that this instrument was filed for record in the Register of Deeds Office at 5:12 (p.m.) on the 19th day of JULY, 2024 and is duly recorded.

Tonge Buckingham, Register of Deeds
Tonge Buckingham

Kenly Zekring, Deputy
Kenly Zekring

Maria A. Schrock, City Attorney
Maria Schrock

Jeff Sims
 Project Lead
 Bureau of Roads Design
 2033 Becker Dr, STE 208
 Lawrence, KS 66047

June 26, 2026

RE: K-254 Development Plan – Rock Road, Webb Road, and Greenwich

Dear Mr. Sims;

First, thank you for the presentation of concepts at the meetings held on June 4, 2026, at Northeast Magnet High School in Bel Aire. The presented concepts were informative and well received. We especially appreciate seeing that the team has given value to our input.

As the Mayors of adjacent cities to this section of K-254, we remain united in our desire to see an urbanization of the corridor. Safety is paramount in whatever we do. We simply have to reduce the rate of accidents and deaths along this corridor.

We believe the proposed Interchange Alternative A1, with Alternative A2 for Greenwich, is the best of the four concepts presented. We recognize your constraint to only propose one interchange, Webb Road, as an urban labeled road, is the better interchange option with a safety and urbanization focus. We like the interchange at Greenwich, a multi-county paved and designated rural road. Please consider this for future enhancement.

For continuity of the City of Kechi, we cannot close the connection Rock Road provides north to south. The bridge overpass is the only reasonable way to do this and not negatively impact the Woodlawn/Kechi Rd overpass interchange area with increased traffic volume, especially with a Casey's committed to be built just west of the overpass interchange with diesel fuel pumps.

With this in mind, we understand frontage roads and other access roads were not included until the interchange location is decided so that a better traffic pattern can be developed. With that understanding, we look forward to seeing your proposals for the addition of appropriate frontage roads and backage roads. **Both cities do have concern about impact upon local businesses and traffic flow, especially to backage roads, as it appears 53rd will be the main backage road for Bel Aire and ??? for Kechi (for backage access to Webb). We appreciate KDOT addressing the significant impacts that may occur and in presenting workable solutions.** This will then give everyone a complete picture of the full proposed, final product.

Respectfully, we request, again, that these overpass interchanges include provision for bike/walk paths. Rock Road would be a route that students could safely cross K-254 to get to school at Northeast Magnet High School and the possibility of younger students with a safe route to Isely K-8. Additionally, with significant proposed industrial growth in the city of Bel Aire, we respectfully request that KDOT consider acquiring right-of-way at Greenwich, as part of this project, for the likelihood of a needed overpass interchange in the future.

As Bel Aire and Kechi expand their utility infrastructure, this section of the corridor will continue to explode with development; more housing, more freight (warehouses and manufacturing), more retail. In looking toward the future, we desire to fully realize these safety and urbanization improvements while minimizing the negative impact of future upgrades needed regarding additional safety issues that may arise in a few short years.

We appreciate your consideration of our joint efforts, on behalf of both cities, regarding these safety improvements. Please feel free to contact either or both of us with any questions or concerns.

Jim Benage
 Mayor, City of Bel Aire
 Cell 316-684-0226

Joanie Harris
 Mayor, City of Kechi
 Cell 316-633-9604

Monthly **FINANCIAL REPORT**

**MAY
2026**



GENERAL FUND SUMMARY

**Budget Report**
Group Summary

For Fiscal: 2026 Period Ending: 05/31/2026

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Department: 000 - GENERAL						
40 - REVENUES	9,914,111.93	9,914,111.93	391,226.10	5,057,022.12	-4,857,089.81	48.99%
Department: 000 - GENERAL Total:	9,914,111.93	9,914,111.93	391,226.10	5,057,022.12	-4,857,089.81	48.99%
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,344,603.46	1,344,603.46	103,526.45	533,702.86	810,900.60	60.31%
60 - EXPENSES - COMMODITIES	126,532.00	126,532.00	4,414.12	51,125.72	75,406.28	59.59%
70 - EXPENSES - CONTRACTUAL	640,115.00	640,115.00	68,640.31	274,100.52	366,014.48	57.18%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 100 - ADMINISTRATION Total:	2,111,250.46	2,111,250.46	176,580.88	858,929.10	1,252,321.36	59.32%
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,940,983.81	1,940,983.81	140,659.78	746,649.30	1,194,334.51	61.53%
60 - EXPENSES - COMMODITIES	217,207.00	217,207.00	6,757.78	48,951.53	168,255.47	77.46%
70 - EXPENSES - CONTRACTUAL	289,390.00	289,390.00	21,919.45	178,561.99	110,828.01	38.30%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	67.90	-67.90	0.00%
Department: 120 - POLICE Total:	2,447,580.81	2,447,580.81	169,337.01	974,230.72	1,473,350.09	60.20%
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	482,591.93	482,591.93	31,126.67	154,690.63	327,901.30	67.95%
60 - EXPENSES - COMMODITIES	105,050.00	105,050.00	11,855.74	29,321.28	75,728.72	72.09%
70 - EXPENSES - CONTRACTUAL	123,963.00	123,963.00	4,726.39	53,470.32	70,492.68	56.87%
80 - EXPENSES - CAPITAL PROJECTS	95,000.00	95,000.00	13,802.00	34,796.41	60,203.59	63.37%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%
Department: 130 - RECREATION Total:	861,604.93	861,604.93	61,510.80	272,278.64	589,326.29	68.40%
Department: 140 - LAND BANK						
60 - EXPENSES - COMMODITIES	79,000.00	79,000.00	0.00	0.00	79,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	13,350.00	13,350.00	0.00	3,742.26	9,607.74	71.97%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	2,139,360.00	2,139,360.00	0.00	0.00	2,139,360.00	100.00%
Department: 140 - LAND BANK Total:	2,231,710.00	2,231,710.00	0.00	3,742.26	2,227,967.74	99.83%
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	13,990.57	40,743.82	141,306.34	77.62%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	4,826.38	20,489.17	41,965.83	67.19%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	12,020.89	38,762.73	20,157.27	34.21%
80 - EXPENSES - CAPITAL PROJECTS	83,000.00	83,000.00	0.00	9,745.45	73,254.55	88.26%
Department: 150 - PARKS Total:	386,425.16	386,425.16	30,837.84	109,741.17	276,683.99	71.60%
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	32,150.45	171,096.14	284,389.19	62.44%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	3,202.17	5,049.09	20,650.91	80.35%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	1,362.96	39,995.19	65,311.81	62.02%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 160 - PLANNING & ZONING Total:	586,492.33	586,492.33	36,715.58	216,140.42	370,351.91	63.15%
Department: 190 - FACILITIES						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	12,250.00	12,250.00	92.57	3,966.22	8,283.78	67.62%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	10,156.90	53,270.82	80,329.18	60.13%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	1,365,000.00	1,365,000.00	0.00	0.00	1,365,000.00	100.00%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 190 - FACILITIES Total:	1,510,850.00	1,510,850.00	10,249.47	57,237.04	1,453,612.96	96.21%
Total Revenues	9,914,111.93	9,914,111.93	391,226.10	5,057,022.12	-4,857,089.81	48.99%
Total Expenses	10,135,913.69	10,135,913.69	485,231.58	2,492,299.35	7,643,614.34	75.41%
Fund: 100 - General Fund Surplus (Deficit):	-221,801.76	-221,801.76	-94,005.48	2,564,722.77	2,786,524.53	1,256.31%
Report Surplus (Deficit):	-221,801.76	-221,801.76	-94,005.48	2,564,722.77	2,786,524.53	1,256.31%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-221,801.76	-221,801.76	-94,005.48	2,564,722.77	2,786,524.53
Report Surplus (Deficit):	-221,801.76	-221,801.76	-94,005.48	2,564,722.77	2,786,524.53

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND



Budget Report

Group Summary

For Fiscal: 2026 Period Ending: 05/31/2026

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	1,274,860.00	1,274,860.00	641.14	167,115.81	-1,107,744.19	86.89%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	9,377.80	51,786.99	80,751.53	60.93%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	5,075.94	25,802.96	143,397.04	84.75%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	13,911.29	96,081.09	91,552.91	48.79%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	2,705.00	14,564.10	940,435.90	98.47%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-169,512.52	-169,512.52	-30,428.89	-21,119.33	148,393.19	87.54%
Total Revenues	1,274,860.00	1,274,860.00	641.14	167,115.81	-1,107,744.19	86.89%
Total Expenses	1,444,372.52	1,444,372.52	31,070.03	188,235.14	1,256,137.38	86.97%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-169,512.52	-169,512.52	-30,428.89	-21,119.33	148,393.19	87.54%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
40 - REVENUES	65,000.00	65,000.00	6,439.10	32,447.09	-32,552.91	50.08%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 400 - LAND BANK Surplus (Deficit):	60,000.00	60,000.00	6,439.10	32,413.81	-27,586.19	45.98%
Total Revenues	65,000.00	65,000.00	6,439.10	32,447.09	-32,552.91	50.08%
Total Expenses	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
Fund: 400 - Land Bank Fund Surplus (Deficit):	60,000.00	60,000.00	6,439.10	32,413.81	-27,586.19	45.98%

Budget Report

For Fiscal: 2026 P Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
40 - REVENUES	4,571,235.00	4,571,235.00	4,101.95	2,011,611.30	-2,559,623.70	55.99%
80 - EXPENSES - CAPITAL PROJECTS	4,477,912.00	4,477,912.00	0.00	718,955.65	3,758,956.35	83.94%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 410 - BOND AND INTEREST Surplus (Deficit):	93,323.00	93,323.00	4,101.95	1,292,655.65	1,199,332.65	-1,285.14%
Total Revenues	4,571,235.00	4,571,235.00	4,101.95	2,011,611.30	-2,559,623.70	55.99%
Total Expenses	4,477,912.00	4,477,912.00	0.00	718,955.65	3,758,956.35	83.94%
Fund: 410 - Bond & Interest Surplus (Deficit):	93,323.00	93,323.00	4,101.95	1,292,655.65	1,199,332.65	-1,285.14%

Budget Report

For Fiscal: 2026 P
Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	4,062,898.00	4,062,898.00	421,989.47	1,549,583.89	-2,513,314.11	61.86%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	42,608.10	215,399.85	297,205.32	57.98%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	3,320.59	39,552.98	138,147.02	77.74%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	157,825.52	723,930.89	1,720,327.11	70.38%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	0.00	28,441.75	956,872.75	97.11%
90 - EXPENSES - TRANSFERS	298,200.00	298,200.00	0.00	0.00	298,200.00	100.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-355,179.67	-355,179.67	218,235.26	542,258.42	897,438.09	252.67%
Total Revenues	4,062,898.00	4,062,898.00	421,989.47	1,549,583.89	-2,513,314.11	61.86%
Total Expenses	4,418,077.67	4,418,077.67	203,754.21	1,007,325.47	3,410,752.20	77.20%
Fund: 520 - Water Utility Surplus (Deficit):	-355,179.67	-355,179.67	218,235.26	542,258.42	897,438.09	252.67%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	3,357,963.00	3,357,963.00	407,505.51	1,681,338.04	-1,676,624.96	49.93%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	27,007.89	165,488.08	319,845.87	65.90%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	4,945.46	34,854.92	359,695.08	91.17%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	164,396.95	824,018.09	1,342,556.91	61.97%
80 - EXPENSES - CAPITAL PROJECTS	1,031,689.44	1,031,689.44	0.00	15,844.72	1,015,844.72	98.46%
90 - EXPENSES - TRANSFERS	318,315.00	318,315.00	0.00	0.00	318,315.00	100.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-1,038,500.39	-1,038,500.39	211,155.21	641,132.23	1,679,632.62	161.74%
Total Revenues	3,357,963.00	3,357,963.00	407,505.51	1,681,338.04	-1,676,624.96	49.93%
Total Expenses	4,396,463.39	4,396,463.39	196,350.30	1,040,205.81	3,356,257.58	76.34%
Fund: 530 - Sewer Utility Surplus (Deficit):	-1,038,500.39	-1,038,500.39	211,155.21	641,132.23	1,679,632.62	161.74%

Budget Report

For Fiscal: 2026 P Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
40 - REVENUES	760,000.00	760,000.00	70,679.61	354,486.59	-405,513.41	53.36%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	53,295.05	212,545.04	447,454.96	67.80%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
Department: 540 - SOLID WASTE Surplus (Deficit):	0.00	0.00	17,384.56	141,941.55	141,941.55	0.00%
Total Revenues	760,000.00	760,000.00	70,679.61	354,486.59	-405,513.41	53.36%
Total Expenses	760,000.00	760,000.00	53,295.05	212,545.04	547,454.96	72.03%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	0.00	0.00	17,384.56	141,941.55	141,941.55	0.00%

Budget Report

For Fiscal: 2026 P Section XIV, Item A. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Department: 550 - STORMWATER						
40 - REVENUES	99,500.00	99,500.00	10,515.12	229,485.19	129,985.19	130.64%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	1,250.00	5,189.10	4,810.90	48.11%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	1,918.90	1,918.90	298,081.10	99.36%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 550 - STORMWATER Surplus (Deficit):	-210,500.00	-210,500.00	7,346.22	222,377.19	432,877.19	205.64%
Total Revenues	99,500.00	99,500.00	10,515.12	229,485.19	129,985.19	130.64%
Total Expenses	310,000.00	310,000.00	3,168.90	7,108.00	302,892.00	97.71%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-210,500.00	-210,500.00	7,346.22	222,377.19	432,877.19	205.64%
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	434,233.41	2,851,659.52	4,472,029.10	275.99%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
200 - Special Street & Highway	-169,512.52	-169,512.52	-30,428.89	-21,119.33	148,393.19
400 - Land Bank Fund	60,000.00	60,000.00	6,439.10	32,413.81	-27,586.19
410 - Bond & Interest	93,323.00	93,323.00	4,101.95	1,292,655.65	1,199,332.65
520 - Water Utility	-355,179.67	-355,179.67	218,235.26	542,258.42	897,438.09
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	211,155.21	641,132.23	1,679,632.62
540 - Solid Waste Utility	0.00	0.00	17,384.56	141,941.55	141,941.55
550 - Stormwater Utility	-210,500.00	-210,500.00	7,346.22	222,377.19	432,877.19
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	434,233.41	2,851,659.52	4,472,029.10

STAFF REPORT

DATE: June 9, 2026

TO: Ted Henry, City Manager
Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: May Activities

Recreation

- 145 T-Ball and Machine Pitch participants on 13 teams began practicing in early May. Games will be played in June and depending on the weather, will be done by July 4th.
- 110 Bel Aire WHJBSL baseball & softball participants are about half-way through their seasons. Due to rain, many games have to be made-up so the season now could run past July 4th.
- This year there are 49 volunteer coaches assisting with the 22 teams currently playing summer ball. Each volunteer undergoes annual comprehensive background screening and attends a mandatory orientation session conducted by Rec Staff. Please assist us in thanking these folks for what they do for the youth of our community.
- Taekwondo class participation was steady with 12 students. Classes typically are low this time of year but picks up in the fall.
- Exercise classes continue to be steady with 20 participants.
- May drop in gym use was steady with 484 compared to 478 in April.
- Several Summer Day Camp staff training sessions were held in May. Camp staff is required to complete 16 hours of continuing education per year.
- The new seasonal Front Desk assistant now is fully trained and working on their own. The other seasonal position fell through and we are still discussing alternatives.
- Summer Day Camp began at capacity on May 25th. The program is licensed by KDHE for 30 school-age children. Camp consists of field trips, swimming games, clubs, arts & crafts education, and much more. An extra week was added this year due to demand and runs through August 7th.
- Upcoming rec programs include Tumbling Tykes and Challenger Soccer camp.

Seniors

- 676 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 778 in April.
- Highlights included an outing to the annual Senior Expo, a Home Health presentation, and the usual arts & crafts activities. In all there were 15 ongoing programs, 4 special activities, and 5 educational sessions.
- Upcoming Senior activities include the annual summer cookout, a desert outing, as well as established baseline programs, games, and arts & crafts.

Swimming Pool

- Minor repairs were completed in mid-May and pool staff reported on May 22 for orientation and finishing touches on the facility.
- The new pool filter was delivered a few days before opening therefore will be installed after the season in order not to interrupt the pool schedule. The old filter continues to work properly, and staff anticipates it to work properly one last season.
- The pool opened as scheduled on May 23rd. Attendance started slowly due to cool weather & cold water but has picked up since then.
- Many pool parties have been reserved, and swimming lessons begin on June 16th.

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

The Consent Agenda contains only the Minutes of the last City Council meeting on June 2, 2026.

Appropriations Ordinance

This appropriation ordinance encompasses 05/27/2026 through 06/08/2026 expenses and one payroll cycle. Expenditures amounted to \$1,325,449.02. Of the reported expenses, \$891,544.96 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances

There are three “City Requested Appearances” on this agenda. First, Randy White will speak about the Friends of McConnell program. Next, Kent Koehler will give an update on the Steering Committee for Sedgwick County Fire District No. 1. Finally, Ken Lee (Garver) will give an update on planned improvements to 45th Street and provide an update on the 53rd street sidewalk project.

Ordinance for Authority to Waive Fees

Waz Up Fireworks has requested that fees be waived for their fireworks display permit. Maria has drafted this Ordinance to provide clarity in the process.

Fireworks Display Permits - Waz Up Fireworks

Waz Up Fireworks has applied for a fireworks display permit. The display is planned for June 27th at the Waz Up Fireworks retail location on Webb Road. Last year, the same applicant was approved for a display in the same location. The application has been reviewed by the Bel Aire Police Department, Sedgwick County Fire District No 1, and the City Attorney. Staff recommend approval of the application.

Fireworks Display Permits – City of Bel Aire Fireworks

The City of Bel Aire has applied for a fireworks display permit. The display is planned for July 11th outside City Hall, in conjunction with National Night Out. The City held fireworks displays in the same location in 2020 and 2021. The application has been reviewed by the Bel Aire Police Department, Sedgwick County Fire District No 1, and the City Attorney. Staff recommend approval of the application.

Bids and Contract for Chapel Landing 7th Street Paving

The bids for Chapel Landing 7th improvements were taken in June of 2025. Because the bids for the water, sanitary sewer and storm sewer were over the Engineer's Estimate and petition amount, the Developer asked for time to decide how to proceed. Baughman, the Design Engineer, negotiated with the low bidder for the utility projects and the Council awarded the contract for the Sanitary Sewer and Storm Sewer to Nowak at their April 7, 2026 Regular City Council Meeting.

Now, the Developer is ready to proceed with contracting for the paving. During the initial negotiations, Baughman reached out to Kansas Paving (original low bidder) to see if they would be willing to honor their bid price from June, 2025 of \$518,856.45. They agreed but asked for an increase of \$55,225.00 in their bid price due to increases in material prices. This brings the total amount of the contract to \$574,081.45. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommend that the City Council accept the bid from Kansas Paving for the Paving Improvements to Chapel Landing 7th in the amount of \$574,081.45.

Encroachment Agreements with Phillips 66 and KPC

The City's multi-use path that is under construction along the south side of 53rd Street from Oliver to Woodlawn encroaches into the pipeline easements for both Phillips 66 and KPC pipeline companies. The City has been working with both Phillips 66 and KPC to work through their concerns and make adjustments to the 53rd Street sidewalk plans. The final version was presented and Encroachment Agreements provided. There are no financial implications for entering into the Agreements, other than costs to install and maintain the sidewalk, fencing and storm sewer pipes. It is the recommendation of staff to enter into the agreements with Phillips 66 and KPC.

Discussion and Future Issues

Letter to KDOT - Kechi Mayor Joanie Harris and Mayor Benage have drafted a letter to KDOT regarding K-254 development. Mayor Benage would like for the Council to review the letter.

Budget Workshop, June 16th – Immediately after this meeting adjourns, the Council will hold a budget workshop. Just like other workshops, important discussion will be held but no official action (voting) will be done. Please plan to stay for the workshop.

Executive Session

Staff is not aware of the need for an Executive Session at this time.