



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
February 17, 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: Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the February 3, 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. 26-03 in the amount of \$1,117,609.85.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-03.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Garver - Proposed Improvements to 45th Street

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 An Agreement for Federal-Aid Construction Engineering Inspection Services By Consultant (Cost Plus Net Fee CE Agreement) by and between the City of Bel Aire, Kansas, Sedgwick County, and the Kansas Department of Transportation for the 53rd Street Multi-Use Path (KDOT BLP Project No 87 N-0806-01).

Action: Motion to (accept / deny / table) An Agreement for Federal-Aid Construction Engineering Inspection Services with Sedgwick County, and the Kansas Department of Transportation for the 53rd Street Multi-Use Path and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a Contract between the Secretary of Transportation, Kansas Department of Transportation and the City of Bel Aire, Kansas for participation in the High Risk Urban Roads Program (Project No. U-2611-01, KDOT Bureau of Transportation Safety).

Action: Motion to (approve / deny / table) the Contract between the Secretary of Transportation, Kansas Department of Transportation and the City of Bel Aire, Kansas for participation in the High Risk Urban Roads Program and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Purchase Contract for (1) New Forklift at \$37,563.70.

Action: Motion to (Approve / Deny / Table) a Purchase Contract with Lift Truck Center for 1 New Forklift at a cost not to exceed \$37,563.70, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of A Resolution of the Governing Body of the City Of Bel Aire, Kansas Amending Its Resolution No. R-22-37, Which Relates to the Advisability of Issuing Taxable Industrial Revenue Bonds for the Purpose of Financing the Acquiring, Equipping and Constructing Of a Storage Facility to be Located in the City (Bel Aire Secure Storage, LLC).

Action: Motion to (adopt / deny / table) A Resolution of the Governing Body of the City Of Bel Aire, Kansas Amending Its Resolution No. R-22-37, Which Relates to the Advisability of Issuing Taxable Industrial Revenue Bonds for the Purpose of Financing

the Acquiring, Equipping and Constructing Of a Storage Facility to be Located in the City 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 _____

- B. Action:** Motion to recess into executive session to discuss the performance review of the City Attorney. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. 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. Discussion of WAMPO Call For Projects**

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Rec Activities, January 2026
- B.** UAC Minutes, December 2025
- C.** January 2026 Monthly Budget Report and quarterly Treasurer's Report for Q4 2025
- D.** City Manager's Report - February 17, 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
February 03, 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. Councilmember Greg Davied participated via videoconference.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Director of Finance Barry Smith, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Dr. Robert Lindsted provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-02 in the amount of \$717,445.11.

MOTION: Councilmember McIntosh moved to approve Appropriations Ordinance No. 26-02. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VII. CITY REQUESTED APPEARANCES: None

VIII. CITIZEN CONCERNS: No one spoke.

IX. REPORTS

A. Council Member Reports

Councilmember Hamburg reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA).

Councilmember Proctor reported he fielded a citizen’s concern about a code violation.

Councilmember Dehn reported he attended the latest meeting of the steering committee for the K-254 Corridor Development Association. Councilmember Dehn reminded everyone that the Bel Aire Chamber monthly meeting will be held this Thursday. He also reminded residents to attend the K-254 Open House on Thursday at Northeast Magnet High School. He encouraged K-254 Corridor Development Association members to attend the meeting with Wilson & Company on Friday at City Hall.

Councilmember Davied reported he attended the latest meeting of CCUA, and the League of Kansas Municipalities Elected Officials Day in Topeka on January 28th.

B. Mayor's Report

Mayor Benage briefly reported on Local Government Day on January 28th, and the most recent CCUA meeting. He noted that Representative Steve Brunk has introduced a bill regarding local government agreements for shared roads. On Thursday, Mayor Benage will speak at the Bel Aire Chamber of Commerce meeting. He encouraged everyone to attend the K-254 meeting at Northeast Magnet High School on Thursday.

C. City Attorney Report

City Attorney Maria Schrock gave a brief update on upcoming topics to be considered by the Kansas Legislature. Topics include by-right housing development, competency evaluations in Municipal Courts, allowing golf carts on sidewalks, and a bill requiring cities to gain permission from the Kansas Attorney General before entering into contingency fee contracts for legal services.

D. City Manager Report

City Manager Ted Henry thanked the Public Works department for clearing streets during the recent snow event. He reminded everyone about the Chamber meeting, and K-254 open house. The City will hold a public open house for the proposed Bicycle-Pedestrian path on February 17th at 5:30 p.m. He noted that discussion of the City's capital improvement plan will begin soon. In other news, the old playground equipment was recently removed at the Recreation Center. The old equipment will go to a local church.

X. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of electing a President of the Council.

MOTION: Councilmember Davied moved to elect Councilmember Hamburg as President of the Council. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

(continued, next page)

B. Consideration of the First Amendment to the Development Agreement for Chapel Landing 7th.

MOTION: Councilmember Hamburg moved to approve the First Amendment to the Development Agreement for Chapel Landing 7th and authorize the Mayor to sign. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

C. Consideration of A Purchase Contract for 2026 Computer Replacements (11 new computers) at \$14,955.89.

MOTION: Councilmember McIntosh moved to approve a Purchase Contract with Imagine IT for (11) new computers at a cost not to exceed \$14,955.89 and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XI. CONSENT AGENDA

A. Approval of Minutes of the January 20, 2026 regular City Council meeting.

B. Approval of Minutes of the January 27, 2026 Special City Council Meeting.

C. Adopt A Resolution Repealing Resolution No. R-2024-25, Which Related to Water Distribution Improvements and Established an Improvement District for Chapel Landing 7th Addition and authorize the Mayor to sign.

MOTION: Councilmember Proctor moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

A. MOTION: Councilmember Hamburg moved to recess into executive session to discuss information related to the city’s financial interest pursuant to K.S.A. 75-4319(b)(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships. Invite the City Manager and City Attorney. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 7:38 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 7:39 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES

A. Workshop - February 10, 2026 at 7:00 p.m.

The Council briefly discussed recent requests from fireworks vendors to extend fireworks dates. Councilmembers Hamburg, Dehn, McIntosh and Proctor stated they were not in support of extending. Councilmember Davied said he might support one extra day but not more. No official action was taken by the Council.

City Manager Ted Henry briefly listed topics that will be on the workshop agenda.

XIV. ADJOURNMENT

MOTION: Councilmember Dehn moved to adjourn. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



Payment Dates 1/28/2026 - 2/10/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1633 -					
REGIONAL ECONOMIC AREA ...	2026 REAP ASSESSMENT	02/04/2026	02/05/2026		2,171.00
Vendor DBA 1633 - REGIONAL ECONOMIC AREA PARTNERSHIP/WORKFORCE ALLIANCE OF SOUTH-CENTRAL KS Total:					2,171.00
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	02/05/2026	02/01/2026		374.42
AFLAC	EMPLOYEE MONTHLY PREMI...	02/05/2026	02/01/2026		131.04
Vendor DBA 0178 - AFLAC Total:					505.46
Vendor DBA: 2601 -					
ASHLEY SWANK	TRAVEL /TRAINING REIMBURS...	02/04/2026	02/05/2026		75.00
Vendor DBA 2601 - ASHLEY SWANK Total:					75.00
Vendor DBA: 0054 - AT&T GLOBAL NETWORK					
AT&T GLOBAL NETWORK	INTERNET BACKUP	01/28/2026	01/28/2026		170.00
Vendor DBA 0054 - AT&T GLOBAL NETWORK Total:					170.00
Vendor DBA: 0472 -					
BEALL & MITCHELL, LLC	02/26 JUDGE TERRY BEALL/C...	02/04/2026	02/05/2026		1,237.98
Vendor DBA 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor DBA: 0907 -					
BRIAN HAYES	TRAVEL /TRAINING REIMBURS...	02/04/2026	02/05/2026		75.00
Vendor DBA 0907 - BRIAN HAYES Total:					75.00
Vendor DBA: 2650 -					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	12/31/2025	01/30/2026		2,750.00
Vendor DBA 2650 - BURNS & MCDONNELL ENGINEERING Total:					2,750.00
Vendor DBA: 2618 - CITYCODE FINANCIAL LLC					
CITYCODE FINANCIAL LLC	2026 ANNUAL CODIFICATION	02/04/2026	02/05/2026		1,500.00
Vendor DBA 2618 - CITYCODE FINANCIAL LLC Total:					1,500.00
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER SYSTEM MAINT/REPAIR	01/28/2026	01/29/2026		362.08
CORE & MAIN LP	WATER METER SUPPLIES	02/03/2026	02/05/2026		38.00
Vendor DBA 2062 - CORE & MAIN LP Total:					400.08
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	02/26 MONTHLY PREMIUM	02/05/2026	02/01/2026		2,662.60
DELTA DENTAL PLAN of KANS...	02/26 MONTHLY PREMIUM	02/05/2026	02/01/2026		260.97
DELTA DENTAL PLAN of KANS...	02/26 MONTHLY PREMIUM	02/05/2026	02/01/2026		345.11
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					3,268.68
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS PD COPIER		02/04/2026	02/05/2026		53.34
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					53.34
Vendor DBA: 2805 -					
ELLIE WILKINS	YOUTH SPORTS OFFICIAL	02/04/2026	02/05/2026		60.00
Vendor DBA 2805 - ELLIE WILKINS Total:					60.00
Vendor DBA: 3013 -					
EMILY HURT	YOUTH SPORTS OFFICIAL	02/04/2026	02/05/2026		135.00
Vendor DBA 3013 - EMILY HURT Total:					135.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	01/29/2026	01/29/2026		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	01/29/2026	01/29/2026		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	02/05/2026	02/06/2026		65.79
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	02/05/2026	02/06/2026		28.96

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	02/05/2026	02/06/2026		29.82
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	02/05/2026	02/06/2026		67.85
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		789.19
EVERGY KANSAS CENTRAL INC	FOUNTAINS	02/05/2026	02/06/2026		29.33
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		29.53
EVERGY KANSAS CENTRAL INC	POOL	02/05/2026	02/06/2026		43.95
EVERGY KANSAS CENTRAL INC	MAINT SHOP	02/05/2026	02/06/2026		116.93
EVERGY KANSAS CENTRAL INC	MAINT SHOP	02/05/2026	02/06/2026		70.16
EVERGY KANSAS CENTRAL INC	MAINT SHOP	02/05/2026	02/06/2026		140.31
EVERGY KANSAS CENTRAL INC	MAINT SHOP	02/05/2026	02/06/2026		140.31
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	02/05/2026	02/06/2026		59.50
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		99.79
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		237.71
EVERGY KANSAS CENTRAL INC	REC	02/05/2026	02/06/2026		31.70
EVERGY KANSAS CENTRAL INC	REC	02/05/2026	02/06/2026		394.59
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	02/05/2026	02/06/2026		32.21
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		450.40
EVERGY KANSAS CENTRAL INC	CITY HALL	02/05/2026	02/06/2026		1,487.07
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	02/05/2026	02/06/2026		36.51
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	02/05/2026	02/06/2026		109.07
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	02/05/2026	02/06/2026		68.68
EVERGY KANSAS CENTRAL INC	LIFT STATION	02/05/2026	02/06/2026		241.09
EVERGY KANSAS CENTRAL INC	SPRINKLER	02/05/2026	02/06/2026		28.91
EVERGY KANSAS CENTRAL INC	WATER TOWER	02/05/2026	02/06/2026		529.60
EVERGY KANSAS CENTRAL INC	FOUNTAINS	02/05/2026	02/06/2026		28.86
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					5,387.82
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	01/28/2026	01/29/2026		90.02
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					90.02
Vendor DBA: 0587 -					
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	02/03/2026	02/05/2026		67.40
Vendor DBA 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:					67.40
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/29/2026	01/29/2026		13,193.84
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/29/2026	01/29/2026		293.56
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/29/2026	01/29/2026		1,286.18
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/29/2026	01/29/2026		1,478.44
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/29/2026	01/29/2026		7,625.13
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/29/2026	01/29/2026		139.04
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/29/2026	01/29/2026		652.07
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/29/2026	01/29/2026		1,117.73
FICA/FEDERAL W/H	MEDICARE/FICA	01/29/2026	01/29/2026		3,085.70
FICA/FEDERAL W/H	MEDICARE/FICA	01/29/2026	01/29/2026		68.66
FICA/FEDERAL W/H	MEDICARE/FICA	01/29/2026	01/29/2026		300.84
FICA/FEDERAL W/H	MEDICARE/FICA	01/29/2026	01/29/2026		345.72
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					29,586.91
Vendor DBA: 2975 -					
FTC EQUIPMENT, LLC	WATER BOOSTER STATION MA..	02/03/2026	02/05/2026		1,200.00
Vendor DBA 2975 - FTC EQUIPMENT, LLC Total:					1,200.00
Vendor DBA: 2081 -					
GARVER	45TH OLIVER-WOODLAWN DI...	12/31/2025	02/05/2026	021-8832	19,876.80
GARVER	45TH OLIVER-WOODLAWN DI...	12/31/2025	02/05/2026	021-8852	1,575.00
Vendor DBA 2081 - GARVER Total:					21,451.80
Vendor DBA: 0175 -					
HASTY AWARDS	SPORTS AWARDS	01/26/2026	01/29/2026		124.00
Vendor DBA 0175 - HASTY AWARDS Total:					124.00
Vendor DBA: 2470 -					
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		51.32

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		25.66
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		76.98
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		76.98
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		25.66
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		51.32
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		230.93
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		31.81
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		93.33
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		23.33
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		35.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		64.15
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		21.49
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		68.64
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	02/02/2026	02/05/2026		94.28

Vendor DBA 2470 - IDEATEK TELECOM Total: 971.70

Vendor DBA: 2438 -

IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MT...	02/04/2026	02/05/2026		833.00
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Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total: 833.00

Vendor DBA: 2582 -

IMAGINE IT INC	IT MANAGED SERV/COMPUTE...	12/31/2025	01/30/2026	029-8893	3,400.00
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		328.71
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		166.05
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		498.15
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		498.15
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		166.05
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		328.71
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		2,833.05
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		664.20
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		328.71
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		830.26
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		166.05
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		830.26
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		833.64
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		505.50
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		505.50
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		252.74
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/27/2026	01/29/2026		252.74

Vendor DBA 2582 - IMAGINE IT INC Total: 13,388.47

Vendor DBA: 2282 - INNOVATIVE INTERLINGUAL, SOLUTIONS LLC

INNOVATIVE INTERLINGUAL, ...	COURT INTERPRETER 12/25	12/31/2025	01/30/2026		403.00
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Vendor DBA 2282 - INNOVATIVE INTERLINGUAL, SOLUTIONS LLC Total: 403.00

Vendor DBA: 1665 -

JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	02/04/2026	02/05/2026		442.00
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Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total: 442.00

Vendor DBA: 0283 -

K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		154.54
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		87.96
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		204.64
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		26.87
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		176.50
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		136.00
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		85.90
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		17,783.28
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		533.43
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		179.25
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		975.47
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		229.35
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		2,022.92
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		3,691.56

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		1,820.43
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		4,191.94
K M I T-KANSAS MUNICIPAL I...	2026 WORKERS COMPENSATI...	01/27/2026	01/29/2026		2,801.96
Vendor DBA 0283 - K M I T-KANSAS MUNICIPAL INSURANCE TRUST Total:					35,102.00
Vendor DBA: 0196 -					
K P E R S	KP&F	01/29/2026	01/29/2026		13,108.98
K P E R S	KPERS 1	01/29/2026	01/29/2026		1,251.25
K P E R S	KPERS 1	01/29/2026	01/29/2026		392.75
K P E R S	KPERS 1	01/29/2026	01/29/2026		401.78
K P E R S	KPERS 1	01/29/2026	01/29/2026		497.08
K P E R S	KPERS 2	01/29/2026	01/29/2026		2,016.69
K P E R S	KPERS 2	01/29/2026	01/29/2026		349.69
K P E R S	KPERS 3	01/29/2026	01/29/2026		6,845.17
K P E R S	KPERS 3	01/29/2026	01/29/2026		905.55
K P E R S	KPERS 3	01/29/2026	01/29/2026		1,413.31
Vendor DBA 0196 - K P E R S Total:					27,182.25
Vendor DBA: 2188 -					
K-254 CORRIDOR DEVELOPM...	2026 K254 CORRIDOR DEV AS...	02/04/2026	02/05/2026		500.00
Vendor DBA 2188 - K-254 CORRIDOR DEVELOPMENT ASC Total:					500.00
Vendor DBA: 2693 -					
KAMERON KONDA	YOUTH SPORTS OFFICIAL	02/04/2026	02/05/2026		180.00
Vendor DBA 2693 - KAMERON KONDA Total:					180.00
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	01/29/2026	01/29/2026		5,052.49
KANSAS DEPT OF REVENUE	KS STATE W/H	01/29/2026	01/29/2026		88.30
KANSAS DEPT OF REVENUE	KS STATE W/H	01/29/2026	01/29/2026		472.22
KANSAS DEPT OF REVENUE	KS STATE W/H	01/29/2026	01/29/2026		578.40
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					6,191.41
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	01/28/2026	01/28/2026		574.33
KANSAS GAS SERVICE	POOL UTILITIES	01/28/2026	01/28/2026		65.96
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	01/28/2026	01/28/2026		197.59
KANSAS GAS SERVICE	MAINT. PW UTILITIES	01/28/2026	01/28/2026		235.40
KANSAS GAS SERVICE	MAINT. PW UTILITIES	01/28/2026	01/28/2026		235.40
KANSAS GAS SERVICE	MAINT. PW UTILITIES	01/28/2026	01/28/2026		235.40
KANSAS GAS SERVICE	MAINT. PW UTILITIES	01/28/2026	01/28/2026		235.39
KANSAS GAS SERVICE	REC UTILITIES	01/28/2026	01/28/2026		683.52
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					2,462.99
Vendor DBA: 0169 -					
KANSAS STATE TREASURER-B...	BOND PAYMENT	01/20/2026	01/30/2026		220,000.00
KANSAS STATE TREASURER-B...	BOND PAYMENT	01/20/2026	01/30/2026		24,000.00
KANSAS STATE TREASURER-B...	BOND PAYMENT	01/20/2026	01/30/2026		75,000.00
KANSAS STATE TREASURER-B...	BOND PAYMENT	01/20/2026	01/30/2026		8,695.00
Vendor DBA 0169 - KANSAS STATE TREASURER-BOND SVC. Total:					327,695.00
Vendor DBA: 0074 -					
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		95.56
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		552.69
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		140.07
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		40.77
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		916.12
KANSAS STATE TREASURER-C...	COURT FEES	01/27/2026	01/29/2026		349.50
Vendor DBA 0074 - KANSAS STATE TREASURER-COURT Total:					2,094.71
Vendor DBA: 0208 -					
KEY EQUIPMENT & SUPPLY CO	VEH/EQUIP REPAIRS & MAINT	02/02/2026	02/05/2026		2,305.72
Vendor DBA 0208 - KEY EQUIPMENT & SUPPLY CO Total:					2,305.72
Vendor DBA: 0179 -					
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	01/28/2026	01/29/2026		97.22

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	01/27/2026	01/29/2026		25.00
Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:					122.22
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 01/26 :PD COPIER	01/27/2026	01/29/2026		142.39
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					142.39
Vendor DBA: 2708 -					
LEONAL W KILGORE REVOCAB...	ANNEX REBATE YEAR 3	02/05/2026	02/05/2026		2,745.11
Vendor DBA 2708 - LEONAL W KILGORE REVOCABLE TRU Total:					2,745.11
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	02/04/2026	02/05/2026		120.00
Vendor DBA 0264 - MARTY A HESS Total:					120.00
Vendor DBA: 0234 -					
MIDWEST TRUCK EQUIPMENT ..	VEHICLE/EQUIP SUPPLIES/PA...	02/04/2026	02/05/2026		148.54
Vendor DBA 0234 - MIDWEST TRUCK EQUIPMENT INC Total:					148.54
Vendor DBA: 0494 -					
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	01/27/2026	01/29/2026	004-8880	11,684.10
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	01/27/2026	01/29/2026	004-8881	31,581.30
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	01/27/2026	01/29/2026	004-8882	35,853.86
MIES CONSTRUCTION, INC	CHAPEL LANDING 6TH ADDITI...	01/27/2026	01/29/2026	004-8883	45,348.65
Vendor DBA 0494 - MIES CONSTRUCTION, INC Total:					124,467.91
Vendor DBA: 0445 -					
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	02/03/2026	02/05/2026	030-8830	1,452.00
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	02/03/2026	02/05/2026	030-8831	1,651.95
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	02/03/2026	02/05/2026	030-8832	2,963.40
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	02/03/2026	02/05/2026	030-8833	3,465.80
Vendor DBA 0445 - MKEC ENGINEERING, INC Total:					9,533.15
Vendor DBA: 2804 -					
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	02/04/2026	02/05/2026		180.00
Vendor DBA 2804 - NATHAN J ATWATER Total:					180.00
Vendor DBA: 0460 -					
NATIONAL SIGN COMPANY, L...	SIGNS, MATERIALS/SUPPLIES	01/28/2026	01/29/2026		151.01
NATIONAL SIGN COMPANY, L...	SIGNS, MATERIALS/SUPPLIES	02/04/2026	02/05/2026		1,830.00
Vendor DBA 0460 - NATIONAL SIGN COMPANY, LLC/BARCO MUNICIPAL PROD. Total:					1,981.01
Vendor DBA: 2296 -					
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	02/04/2026	02/05/2026		150.00
Vendor DBA 2296 - NICHALAS HARDWICK Total:					150.00
Vendor DBA: 0226 -					
NOWAK CONSTRUCTION CO I...	SKYVIEW AT WEBB-WATER	01/28/2026	01/29/2026	030-8880	3,300.00
Vendor DBA 0226 - NOWAK CONSTRUCTION CO INC. Total:					3,300.00
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	VEHICLE/EQUIP SUPPLIES/PA...	01/27/2026	01/29/2026		67.91
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					67.91
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	01/29/2026	01/30/2026		1,403.75
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	01/29/2026	01/30/2026		23.80
PAYLOCITY CORPORATION	FSA TRANSACTION FEE	01/29/2026	01/30/2026		10.00
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	02/05/2026	02/06/2026		865.23
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					2,302.78
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	12/31/2025	02/05/2026		10,000.00
PROFESSIONAL ENGINEERING...	2026 STREET MAINTENANCE ...	12/31/2025	01/30/2026	031-8014	2,115.00
PROFESSIONAL ENGINEERING...	WOODLAWN FINAL DESIGN-3...	12/31/2025	01/30/2026		8,062.50
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION-PH...	12/31/2025	01/30/2026	005-8862	10,191.25
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION-PH...	12/31/2025	01/30/2026	005-8863	10,191.25
PROFESSIONAL ENGINEERING...	WOODLAWN	12/31/2025	01/30/2026		1,282.50
PROFESSIONAL ENGINEERING...	SKYVIEW PARK BIDDING	12/31/2025	01/30/2026	025-8026	2,500.00

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	12/31/2025	02/05/2026		10,000.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	12/31/2025	02/05/2026		1,170.00
PROFESSIONAL ENGINEERING...	SUNFLOWER COMMERCE PAR...	12/31/2025	01/30/2026	001-8891	47,047.10
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					102,559.60
Vendor DBA: 0456 -					
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		21.99
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		22.00
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		43.99
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		11.00
QUILL	QUILL - OFFICE SUPPLIES	01/26/2026	01/29/2026		10.99
Vendor DBA 0456 - QUILL Total:					263.94
Vendor DBA: 3006 -					
RESCARE	RESTITUTION PAYMENT	01/27/2026	01/29/2026		34.80
Vendor DBA 3006 - RESCARE Total:					34.80
Vendor DBA: 2671 -					
SARAH CHRISTENSON	TRAVEL /TRAINING REIMBURS...	02/04/2026	02/05/2026		160.00
Vendor DBA 2671 - SARAH CHRISTENSON Total:					160.00
Vendor DBA: 2874 -					
SCHAEFER ARCHITECTURE	UTILITIES & PUBLIC WORKS F...	01/26/2026	01/29/2026	001-8836	40,038.00
Vendor DBA 2874 - SCHAEFER ARCHITECTURE Total:					40,038.00
Vendor DBA: 1784 -					
SHERWIN WILLIAMS 707563	CONSTRUCTION MATERIAL & ...	01/27/2026	01/29/2026		60.96
SHERWIN WILLIAMS 707563	CONSTRUCTION	01/26/2026	01/29/2026		63.82
Vendor DBA 1784 - SHERWIN WILLIAMS 707563 Total:					124.78
Vendor DBA: 2726 -					
SHORT ELLIOTT HENDRICKSON...	BALAC SUNFLOWER PARK-3RD..	12/31/2025	01/30/2026	013-8830	613.75
SHORT ELLIOTT HENDRICKSON...	BALAC SUNFLOWER PARK-3RD..	12/31/2025	01/30/2026	013-8831	613.75
SHORT ELLIOTT HENDRICKSON...	BALAC SUNFLOWER PARK-3RD..	12/31/2025	01/30/2026	013-8832	613.75
SHORT ELLIOTT HENDRICKSON...	BALAC SUNFLOWER PARK-3RD..	12/31/2025	01/30/2026	013-8833	613.75
Vendor DBA 2726 - SHORT ELLIOTT HENDRICKSON INC Total:					2,455.00
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	PUBLICATIONS/PRINTING	01/28/2026	01/29/2026		92.00
SUMNERONE - SUMNER GRO...	CONTRACTUAL SERVICES	01/28/2026	01/29/2026		117.96
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					209.96
Vendor DBA: 1963 -					
SURENCY LIFE & HEALTH INS ...	02/26 VISION INSURANCE	02/05/2026	02/04/2026		498.57
SURENCY LIFE & HEALTH INS ...	02/26 VISION INSURANCE	02/05/2026	02/04/2026		17.23
SURENCY LIFE & HEALTH INS ...	02/26 VISION INSURANCE	02/05/2026	02/04/2026		25.42
SURENCY LIFE & HEALTH INS ...	02/26 VISION INSURANCE	02/05/2026	02/04/2026		44.00
Vendor DBA 1963 - SURENCY LIFE & HEALTH INS CO Total:					585.22
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	02/04/2026	02/05/2026		160.00
Vendor DBA 0369 - TERESA WADE Total:					160.00
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	12/31/2025	01/30/2026		34,531.00
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					34,531.00
Vendor DBA: 2788 -					
TYLER TECHNOLOGIES INC	INCODE SMART METER PORT...	01/27/2026	01/29/2026		11.60
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		28,057.00
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		10,180.00
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		7,557.00
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		3,668.00

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		17,457.00
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		8,823.00
TYLER TECHNOLOGIES INC	INCODE ANNUAL SAAS FEES &...	01/27/2026	01/29/2026		8,823.00
TYLER TECHNOLOGIES INC	TOUCHSCREEN 10-PROXIMITY...	01/27/2026	01/29/2026		1,255.00
TYLER TECHNOLOGIES INC	PCI SERVICE FEE	01/27/2026	01/29/2026		825.00
Vendor DBA 2788 - TYLER TECHNOLOGIES INC Total:					86,656.60
Vendor DBA: 0700 -					
ULINE	MINOR EQUIP: TOOLS. ELECT	01/28/2026	01/29/2026		252.19
ULINE	MINOR EQUIP: TOOLS. ELECT	01/28/2026	01/29/2026		252.19
ULINE	MINOR EQUIP: TOOLS. ELECT	01/28/2026	01/29/2026		252.19
ULINE	MINOR EQUIP: TOOLS. ELECT	01/28/2026	01/29/2026		252.18
Vendor DBA 0700 - ULINE Total:					1,008.75
Vendor DBA: 0644 -					
UNION PACIFIC RAILROAD C...	PUBLIC CROSSING ROADWAY...	02/04/2026	02/05/2026		1,208.00
Vendor DBA 0644 - UNION PACIFIC RAILROAD COMPANY Total:					1,208.00
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	01/27/2026	01/29/2026		5,435.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	01/27/2026	01/29/2026		1,655.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					7,090.00
Vendor DBA: 0989 -					
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		299.39
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		41.55
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		720.20
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		24.36
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		24.36
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		244.68
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		135.96
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		209.79
VERIZON	CELL PHONE SERVICE	02/04/2026	02/02/2026		135.97
VERIZON	CELL PHONE SERVICE	02/05/2026	02/03/2026		12.91
VERIZON	CELL PHONE SERVICE	02/05/2026	02/03/2026		12.91
VERIZON	CELL PHONE SERVICE	02/05/2026	02/03/2026		12.91
VERIZON	CELL PHONE SERVICE	02/05/2026	02/03/2026		12.91
Vendor DBA 0989 - VERIZON Total:					1,887.90
Vendor DBA: 2713 -					
VERSASPORT LLC	BEL AIRE REC CENTER PLAYG...	02/05/2026	02/05/2026		48,670.00
Vendor DBA 2713 - VERSASPORT LLC Total:					48,670.00
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	01/26 RECYCLE/TRASH SVC	02/03/2026	02/05/2026		38,861.56
WASTE CONNECTIONS OF KA...	01/26 RECYCLE/TRASH SVC	02/03/2026	02/05/2026		14,050.12
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					52,911.68
Vendor DBA: 1076 -					
WICHITA STATE UNIVERSITY	KGIA CONFERENCES	01/27/2026	01/29/2026		750.00
Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total:					750.00
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	02/10/2026	01/29/2026		2,731.88
WRIGHT EXPRESS FSC	FLEET FUEL	02/10/2026	01/29/2026		137.23
WRIGHT EXPRESS FSC	FLEET FUEL	02/10/2026	01/29/2026		203.64
WRIGHT EXPRESS FSC	FLEET FUEL	02/10/2026	01/29/2026		79.57
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					3,152.32
Vendor DBA: 2163 -					
ZACKERIAH HARDWICK	TRAVEL /TRAINING REIMBURS...	02/04/2026	02/05/2026		75.00
Vendor DBA 2163 - ZACKERIAH HARDWICK Total:					75.00
Grand Total:					1,021,007.31

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	251,545.29
120 - COP & PBC Trustee Fund	327,695.00
200 - Special Street & Highway	12,185.43
320 - Capital Projects Fund 2	250,623.66
355 - Capital Improvement Reserve	72,621.80
520 - Water Utility	29,334.01
530 - Sewer Utility	24,090.44
540 - Solid Waste Utility	52,911.68
Grand Total:	1,021,007.31

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,625.13
100-000-000-2016	SOCIAL SECURITY PAYAB...	13,193.84
100-000-000-2018	MEDICARE PAYABLE	3,085.70
100-000-000-2020	STATE TAX PAYABLE	5,052.49
100-000-000-2022	KPERS 1 PAYABLE	1,251.25
100-000-000-2024	KPERS 2 PAYABLE	2,016.69
100-000-000-2026	KPERS 3 PAYABLE	6,845.17
100-000-000-2028	KP&F PAYABLE	13,108.98
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.42
100-000-000-2054	VISION INS PAYABLE	498.57
100-000-000-2056	DENTAL INS PAYABLE	2,662.60
100-000-000-2062	FSA HEALTH PAYABLE	2,268.98
100-000-000-2076	COURT REINST FIXED FEE...	95.56
100-000-000-2078	COURT REINST FEE PAY...	552.69
100-000-000-2080	COURT JUDICIAL DOCKET..	140.07
100-000-000-2082	COURT JUDICIAL EDUCAT..	40.77
100-000-000-2084	COURT KLETC FEE PAYAB...	916.12
100-000-000-2090	COURT RESTITUTION PA...	34.80
100-000-000-2092	COURT STATE DUI FEE P...	349.50
100-100-110-5032	WORKMANS COMP EXP...	154.54
100-100-110-6046	TRAINING/CONFERENCES	97.22
100-100-110-7014	IT - MANAGED SERVICES	328.71
100-100-110-7024	CONTRACTUAL SERVICES	10.00
100-100-110-7046	COMMUNICATION SERV...	350.71
100-100-110-7800	ENGINEERING SERVICES	9,345.00
100-100-110-7804	LEGAL SERVICES	34,531.00
100-100-130-5032	WORKMANS COMP EXP...	87.96
100-100-130-6014	OFFICE SUPPLIES	43.99
100-100-130-7014	IT - MANAGED SERVICES	166.05
100-100-130-7030	ENGINEERING SERVICES	1,170.00
100-100-130-7032	ENGINEERING SERVICES -..	20,000.00
100-100-130-7046	COMMUNICATION SERV...	25.66
100-100-140-5032	WORKMANS COMP EXP...	204.64
100-100-140-7014	IT - MANAGED SERVICES	498.15
100-100-140-7016	SOFTWARE/HARDWARE...	28,057.00
100-100-140-7046	COMMUNICATION SERV...	76.98
100-100-150-5032	WORKMANS COMP EXP...	26.87
100-100-150-6008	PROFESSIONAL DUES/M...	2,671.00
100-100-150-6014	OFFICE SUPPLIES	21.99
100-100-150-6046	TRAINING/CONFERENCES	25.00
100-100-150-7024	CONTRACTUAL SERVICES	1,500.00
100-100-160-5032	WORKMANS COMP EXP...	176.50
100-100-160-6014	OFFICE SUPPLIES	22.00
100-100-160-7014	IT - MANAGED SERVICES	498.15

Account Summary

Account Number	Account Name	Payment Amount
100-100-160-7016	SOFTWARE/HARDWARE...	10,180.00
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	118.53
100-100-170-5032	WORKMANS COMP EXP...	136.00
100-100-170-6014	OFFICE SUPPLIES	43.99
100-100-170-7014	IT - MANAGED SERVICES	166.05
100-100-170-7046	COMMUNICATION SERV...	25.66
100-120-240-5032	WORKMANS COMP EXP...	85.90
100-120-240-7014	IT - MANAGED SERVICES	328.71
100-120-240-7016	SOFTWARE/HARDWARE...	7,557.00
100-120-240-7046	COMMUNICATION SERV...	51.32
100-120-240-7804	LEGAL SERVICES	2,082.98
100-120-250-5032	WORKMANS COMP EXP...	17,783.28
100-120-250-6014	OFFICE SUPPLIES	43.99
100-120-250-6046	TRAINING/CONFERENCES	750.00
100-120-250-6056	PETROLEUM PRODUCTS	2,731.88
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	67.91
100-120-250-7014	IT - MANAGED SERVICES	2,833.05
100-120-250-7024	CONTRACTUAL SERVICES	195.73
100-120-250-7046	COMMUNICATION SERV...	951.13
100-120-250-7604	VEH & EQUIP: REPAIR/...	90.02
100-130-330-5032	WORKMANS COMP EXP...	533.43
100-130-330-7046	COMMUNICATION SERV...	31.81
100-130-330-7048	UTILITIES	109.91
100-130-340-5032	WORKMANS COMP EXP...	179.25
100-130-350-5032	WORKMANS COMP EXP...	975.47
100-130-350-6014	OFFICE SUPPLIES	43.99
100-130-350-6038	MERCHANDISE TSF OR D...	124.00
100-130-350-6048	HOTEL & TRAVEL	225.00
100-130-350-6100	CONSTRUCTION MATER...	124.78
100-130-350-7014	IT - MANAGED SERVICES	664.20
100-130-350-7016	SOFTWARE/HARDWARE...	4,173.50
100-130-350-7036	INSTRUCTORS	985.00
100-130-350-7046	COMMUNICATION SERV...	117.69
100-130-350-7048	UTILITIES	1,109.81
100-130-360-5032	WORKMANS COMP EXP...	229.35
100-130-360-6048	HOTEL & TRAVEL	160.00
100-130-360-7046	COMMUNICATION SERV...	23.33
100-140-440-7700	REIMBURSEMENTS	2,745.11
100-150-510-5032	WORKMANS COMP EXP...	2,022.92
100-150-510-6014	OFFICE SUPPLIES	11.00
100-150-510-6054	MINOR EQUIP: TOOLS,E...	252.19
100-150-510-7014	IT - MANAGED SERVICES	328.71
100-150-510-7046	COMMUNICATION SERV...	73.09
100-150-510-7048	UTILITIES	439.43
100-160-610-5032	WORKMANS COMP EXP...	3,691.56
100-160-610-6028	PUBLICATIONS/PRINTING	92.00
100-160-610-6056	PETROLEUM PRODUCTS	137.23
100-160-610-7014	IT - MANAGED SERVICES	830.26
100-160-610-7016	SOFTWARE/HARDWARE...	17,457.00
100-160-610-7024	CONTRACTUAL SERVICES	117.96
100-160-610-7046	COMMUNICATION SERV...	308.83
100-190-910-7016	SOFTWARE/HARDWARE...	505.50
100-190-910-7024	CONTRACTUAL SVCS	2,080.00
100-190-910-7046	COMMUNICATION SERV...	170.00
100-190-910-7048	UTILITIES	2,061.40
120-125-065-8700	DEBT SVC - PRINCIPAL	220,000.00
120-125-065-8782	DEBT SVC - INTEREST	24,000.00

Account Summary

Account Number	Account Name	Payment Amount
120-125-066-8700	DEBT SVC - PRINCIPAL	75,000.00
120-125-066-8782	DEBT SVC - INTEREST	8,695.00
200-000-000-2014	FEDERAL TAX PAYABLE	139.04
200-000-000-2016	SOCIAL SECURITY PAYAB...	293.56
200-000-000-2018	MEDICARE PAYABLE	68.66
200-000-000-2020	STATE TAX PAYABLE	88.30
200-000-000-2022	KPERS 1 PAYABLE	392.75
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-5032	WORKMANS COMP EXP...	1,820.43
200-210-200-6014	OFFICE SUPPLIES	11.00
200-210-200-6054	MINOR EQUIP: TOOLS,E...	252.19
200-210-200-6056	PETROLEUM PRODUCTS	203.64
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	1,981.01
200-210-200-6600	EQUIPMENT	2,305.72
200-210-200-7014	IT - MANAGED SERVICES	166.05
200-210-200-7024	CONTRACTUAL SERVICES	1,208.00
200-210-200-7040	STREET LIGHTING	302.21
200-210-200-7046	COMMUNICATION SERV...	170.36
200-210-200-7048	UTILITIES	501.74
200-210-200-7604	VEH & EQUIP: REPAIR/...	148.54
200-210-200-8014	STREET IMPROVEMENTS	2,115.00
320-320-320-8830	DESIGN - WATER	2,065.75
320-320-320-8831	DESIGN - SEWER	2,265.70
320-320-320-8832	DESIGN - PAVING	3,577.15
320-320-320-8833	DESIGN - DRAINAGE	4,079.55
320-320-320-8836	DESIGN - ARCHITECT	40,038.00
320-320-320-8862	INSPECTION - PAVING	10,191.25
320-320-320-8863	INSPECTION - DRAINAGE	10,191.25
320-320-320-8880	CONSTRUCTION - WATER	14,984.10
320-320-320-8881	CONSTRUCTION - SEWER	31,581.30
320-320-320-8882	CONSTRUCTION - PAVING	35,853.86
320-320-320-8883	CONSTRUCTION - DRAIN...	45,348.65
320-320-320-8891	OWNER'S REP	47,047.10
320-320-320-8893	EQUIPMENT AND FURNI...	3,400.00
355-355-355-8014	STREET IMPROVEMENTS	21,451.80
355-355-355-8026	PUB GROUNDS IMPROV...	51,170.00
520-000-000-2014	FEDERAL TAX PAYABLE	652.07
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,286.18
520-000-000-2018	MEDICARE PAYABLE	300.84
520-000-000-2020	STATE TAX PAYABLE	472.22
520-000-000-2022	KPERS 1 PAYABLE	401.78
520-000-000-2024	KPERS 2 PAYABLE	349.69
520-000-000-2026	KPERS 3 PAYABLE	905.55
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
520-000-000-2054	VISION INS PAYABLE	25.42
520-000-000-2056	DENTAL INS PAYABLE	260.97
520-000-000-2062	FSA HEALTH PAYABLE	23.80
520-210-520-5032	WORKMANS COMP EXP...	4,191.94
520-210-520-6014	OFFICE SUPPLIES	11.00
520-210-520-6026	POSTAGE	67.40
520-210-520-6054	MINOR EQUIP: TOOLS,E...	252.19
520-210-520-6802	WATER SYSTEM MAINT/...	400.08
520-210-520-7014	IT - MANAGED SERVICES	830.26
520-210-520-7016	SOFTWARE/HARDWARE...	9,075.74
520-210-520-7024	CONTRACTUAL SERVICES	8,301.60
520-210-520-7046	COMMUNICATION SERV...	291.34
520-210-520-7048	UTILITIES	1,102.90
530-000-000-2014	FEDERAL TAX PAYABLE	1,117.73

Account Summary

Account Number	Account Name	Payment Amount
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,478.44
530-000-000-2018	MEDICARE PAYABLE	345.72
530-000-000-2020	STATE TAX PAYABLE	578.40
530-000-000-2022	KPERS 1 PAYABLE	497.08
530-000-000-2026	KPERS 3 PAYABLE	1,413.31
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	345.11
530-210-530-5032	WORKMANS COMP EXP...	2,801.96
530-210-530-6014	OFFICE SUPPLIES	10.99
530-210-530-6054	MINOR EQUIP: TOOLS,E...	252.18
530-210-530-6056	PETROLEUM PRODUCTS	79.57
530-210-530-6806	LIFT STATION OPERATIO...	1,847.71
530-210-530-7014	IT - MANAGED SERVICES	833.64
530-210-530-7016	SOFTWARE/HARDWARE...	9,075.74
530-210-530-7046	COMMUNICATION SERV...	243.16
530-210-530-7048	UTILITIES	375.70
530-210-530-7800	ENGINEERING SERVICES	2,750.00
540-540-540-7042	SOLID WASTE SERVICES ...	38,861.56
540-540-540-7044	RECYCLING SERVICES	14,050.12
	Grand Total:	1,021,007.31

Project Account Summary

Project Account Key	Payment Amount
None	744,316.85
001-8836	40,038.00
001-8891	47,047.10
004-8880	11,684.10
004-8881	31,581.30
004-8882	35,853.86
004-8883	45,348.65
005-8862	10,191.25
005-8863	10,191.25
013-8830	613.75
013-8831	613.75
013-8832	613.75
013-8833	613.75
021-8832	19,876.80
021-8852	1,575.00
025-8026	2,500.00
029-8893	3,400.00
030-8830	1,452.00
030-8831	1,651.95
030-8832	2,963.40
030-8833	3,465.80
030-8880	3,300.00
031-8014	2,115.00
	Grand Total:
	1,021,007.31



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 1/10/2026-1/23/2026

Packet: PYPKT00259 - PY 1.10.26-1.23.26:PD 01.29.26
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	71	96,602.54
Total	71	96,602.54

Approved 02/11/2026
 AP ORD 26-03 total Expenses: \$1,117,609.85
 Special Assessment Project Costs:
 \$162,638.56

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 12, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Construction Engineering Agreement, 53rd Street Multi-Use Path



SUMMARY

In 2023, the City applied to WAMPO for grant funding for assistance in constructing a multi-use path along 53rd Street from Woodlawn to Oliver. The City was awarded the grant and signed an agreement with KDOT in July 2025 to have KDOT administer the federal funds. As with any KDOT project, Construction Engineering inspections (CE) must be provided by inspectors that meet KDOT qualifications. City staff does not have the qualifications, or time, to take on this role. However, staff reached out to Sedgwick County in the early development of the project and learned that Sedgwick County can provide Construction Engineering for a relatively low fee. The agreement now before City Council would lay out the terms of payment for these Construction Engineering costs. Per this agreement, KDOT would pay 80% of the Participating Costs of Construction Engineering (CE) up to the upper compensation limit of \$37,551.07. Bel Aire would pay 20% of Participating Costs of CE until Secretary's funding limit is reached, then 100% of Participating Costs after Secretary's funding limit is reached and 100% of Non-Participating Construction Engineering Costs. The City's share of the cost of this project will be financed through a general obligation bond. It is the recommendation of staff to enter into the agreement with KDOT.

**AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING
INSPECTION SERVICES BY CONSULTANT
(COST PLUS NET FEE CE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 87 N-0806-01
CRP-N080(601)
CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT, effective the date it is signed by the Secretary or the Secretary’s designee, is by and between **City of Bel Aire , Kansas ("LPA" or “Local Public Authority”)**, as principal, and **Sedgwick County (“Consultant”)**, and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT) (“Secretary”)**. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

RECITALS

- A. The Secretary and the LPA previously executed an agreement (Agreement No. 842-24) related to this Project dated July 10, 2025, which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. The LPA desires to accomplish this Federal-Aid project, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by the USDOT.
- D. The LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it necessary to engage the professional services and assistance of a qualified consulting engineering firm to do the necessary Construction Engineering.
- E. The Consultant represents it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner.

- F. The Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below.
- G. The LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the Construction Engineering and allocation of costs for the Project.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

A. DEFINITIONS

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction Contract”** means the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the Notice to Proceed, the change orders, and the supplemental agreements made after the Secretary awards the Construction Contract.
- 3. **“Construction Engineering” or “(CE)” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in **Specific Construction Provisions Attachment**.
- 4. **“Consultant”** means Sedgwick County, with its place of business located at 1144 S Seneca Street, Wichita, KS 67213, and its authorized employees who will be performing the work required under this Agreement.
- 5. **“Contract Documents” or “Documents”** means the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
- 6. **“Contractor”** means the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
- 7. **“District Construction Engineer”** means the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.

8. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
9. **“Field Engineer”** means the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer, or Construction Manager.
10. **“KDOT”** means the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
11. **“Local Public Authority” or “(LPA)”** means the City of Bel Aire, Kansas, and its authorized employees with its place of business located at 7651 E Central Park Avenue, Bel Aire, KS 67226.
12. **“Manuals”** means the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, and on behalf of the FHWA, reasonably determines are not Participating Costs.
14. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
16. **“Plans”** mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
17. **“Project”** means **Project No. 87 N-0806-01, consisting of one (1) mile of construction of a 10-foot-wide multi-use path on E 53rd Street from N Oliver Street to N Woodlawn Boulevard in Bel Aire, Kansas**, and for which the LPA needs Construction Engineering Inspection Services.
18. **“Project Special Provisions”** means the documents that modify the Standard Specifications for a particular Project.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

20. **“Special Provisions”** means the documents that modify the Standard Specifications for all Projects.
21. **“Standard Specifications”** means the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

B. RESPONSIBILITIES OF THE CONSULTANT, LPA, AND SECRETARY

1. The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in the **Specific Construction Provisions Attachment**.
2. The Consultant shall furnish the Services, labor, materials, equipment, supplies, and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the Services.
3. The Consultant agrees to provide the Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for KDOT’s program for the Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees Services shall be subject to review by KDOT at all times.
4. The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
5. The Consultant and/or LPA's principal contact with KDOT shall be with the Field Engineer in the construction field office.
6. The Consultant agrees the Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
7. The FHWA shall have the right to participate in all conferences and reviews.
8. The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
9. The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Services.
10. The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who

will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive, or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.

11. The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
12. The Project Engineer/Project Manager shall transmit all reports and paperwork to communicate and coordinate with the Field Engineer.
13. Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If, in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
14. In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
15. In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action. If no solution is reached, the Secretary may make a determination on the matter which shall be binding on all Parties.
16. If financial assistance provided under this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. By signature on this Agreement, the Consultant verifies that neither it nor its principals, [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Consultant should be unable to certify to the statements in this certification, the Consultant shall attach an explanation to this submitted Agreement. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
17. The Consultant and the LPA agree to maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

C. COORDINATION AND COOPERATION

The Consultant shall cooperate fully with KDOT, LPA, local agencies, state agencies, federal agencies, the general public, utilities, railroad companies, private consultants, businesses, and

Contractors in the Consultant’s performance of services under this Agreement. Such cooperation may include the Consultant's attendance at conferences. The Consultant recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to, other consultants in plan development, any Contractor on the Project, public and private utilities, public and landowners, private landowners, and others. The Consultant shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by, or attributed to the Consultant’s actions or inactions in performance of Services under this Agreement; and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

D. MEETINGS AND CONFERENCES

1. Conferences as may be necessary for the Services under this Agreement shall be scheduled between the Consultant, the LPA, and KDOT. These conferences may include an onsite review of the Project.
2. Conferences may be held upon the request of the Consultant, the LPA, KDOT, or the FHWA.

ARTICLE II

A. GENERAL

1. Written authority to proceed with the Services on any construction Project under this Agreement will be given to the Consultant by KDOT acting as the LPA’s agent to the Consultant. Neither the LPA nor KDOT will be responsible for any Services performed by the Consultant prior to such authorization or liable for payment therefore.
2. Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer, and the Consultant's Project Engineer/Project Manager, and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date, and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
3. The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor, and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.

4. The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work which requires inspection is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.
5. This Agreement shall be considered completed upon notice of written release from KDOT unless previously terminated as provided in Article II, Section C.
6. Should KDOT deem it necessary for the Consultant to render additional Services for review of agreement items, conditions, claims, or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render requested Services.
7. A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT will notify the Consultant of the location, date, and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation, and related subjects.

B. DELAYS AND EXTENSIONS

Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and, when necessary, upon approval by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

C. TERMINATION OF AGREEMENTS

1. KDOT reserves the right to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice. In the event this Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
2. The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms of this Agreement, and upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
3. In the event the Services of the Consultant are terminated by KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant

shall be paid the reasonable value of the Services performed or rendered and delivered to KDOT up to the time of termination. The value of the Services performed and rendered will be determined by KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Parties.

- 4. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Services, unless otherwise mutually agreed upon by the LPA, KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

D. SUBLETTING OR ASSIGNMENT OF AGREEMENT

- 1. The Consultant shall not sublet or assign all or any part of the Services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
- 2. All the applicable terms and all attachments of this Agreement shall be a part of the assignment and remain in force and are a condition to any Services approved to be sublet or assigned by KDOT.

ARTICLE III

A. BASIS OF PAYMENT

- 1. The table below reflects the funding commitments of each Party under this Agreement. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction Engineering (CE) up to the upper compensation limit of \$37,551.07
LPA	20% of Participating Costs of CE until Secretary's funding limit is reached 100% of Participating Costs of CE after Secretary's funding limit is reached 100% of Non-Participating Construction Engineering Costs

- 2. The Consultant will be paid as set forth in the **Specific Construction Provisions Attachment**. Payment shall be full compensation for Services performed or rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with a status of expenditures by sending

the LPA a copy of each voucher submitted to KDOT for payment. The LPA copy shall be marked "For Information Only."

3. The Consultant will be paid for extra work, if any, at the compensation set forth in an approved supplement to this Agreement covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the **Specific Construction Provisions Attachment**.
4. The Consultant shall submit its current indirect (overhead) cost rate as soon as possible but in no event later than six (6) months after the Consultant's fiscal year ends. The Consultant's indirect (overhead) cost rate is established pursuant to 23 CFR 172.11(b)(1). The Secretary may audit the Consultant's overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant's overhead rates. If the overhead rate increases or decreases, then the Secretary may adjust previous payments to reflect the actual overhead rate for the relevant fiscal year.
5. Should this Agreement contain more than one (1) construction Project, any and all invoices and the final statement shall itemize charges by individual Projects.
6. Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by KDOT, upon completion of the work under this Agreement and its acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other Documents required to be returned or to be furnished under this Agreement.
7. The terms governing compensation contained in this Agreement are to be read together with all applicable attachments, either attached hereto or incorporated by reference, including but not limited to the **Specific Construction Provisions Attachment**. Any terms found to be in conflict shall be resolved by the Secretary.

ARTICLE IV

A. AUDIT

1. Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

2. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA and the Consultant will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

B. GENERAL

1. Written orders regarding the Services to be performed will be given by KDOT. Orders that do not change the scope of Services in this Agreement but increase or decrease the quantity of labor or materials or the expense of the Services shall not annul or void this Agreement.
2. The Consultant must proceed with the Services as directed by furnishing the necessary labor, equipment, materials, and professional Services to complete the Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
3. If in the Consultant's opinion such work orders involve Services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.
4. If in the Consultant's opinion such work orders would require the discarding or redoing of Services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.
5. Such notification by the Consultant to KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
6. KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Services for extra work upon prior written authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

ARTICLE V

A. CONSTRUCTION ENGINEERING INSPECTION STANDARDS

1. The Consultant agrees all Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version

of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

2. The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from KDOT to the Consultant.

B. REVISION OF SPECIFICATIONS AND PLANS

1. KDOT may, by written notice and without invalidating this Agreement, make changes in the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans resulting in the revision or abandonment of Services already performed by the Consultant or resulting in work by the Consultant not contemplated in this Agreement.
2. Claims by the Consultant for compensation for Services resulting from such revisions shall be submitted and processed in accordance with Article IV of this Agreement.

C. OWNERSHIP OF DOCUMENTS

1. All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of this Agreement, and all survey notes, diaries, reports, records, and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
2. All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project.

D. CERTIFICATION AGAINST CONTINGENT FEES

1. The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. See **Certification Against Contingent Fees Attachment**.
2. For breach or violation of this warranty, KDOT, in consultation with the LPA, shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

The Consultant and KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans, as available, and the Agreement estimate, and other attachments as listed in the Index of Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. ACCESS TO RECORDS

1. The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, KDOT, and the FHWA all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to KDOT under this Agreement, and to furnish copies, if requested.
2. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
3. The Consultant will maintain these materials at the Consultant's offices noted in the **Specific Construction Provisions Attachment**.

G. LEGAL RELATIONS

1. The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.
2. The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Services under this Agreement.
3. The Consultant shall have the sole responsibility for accuracy and adequacy of the Services for the Project. Any review by KDOT of the Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Services for the Project. Any such oversight or review by KDOT is not done for the benefit of the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. KDOT makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Services or any other work performed by the Consultant or the LPA.
4. The Parties agree no third-party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

H. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation, and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

I. NEGLIGENT ACTS, ERRORS, OR OMISSIONS

1. The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.
2. The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
3. The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

J. CONFLICT OF INTEREST

1. The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.
2. The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

K. CONTRACTUAL PROVISIONS ATTACHMENT

The provisions found in the current version of **Contractual Provisions Attachment (DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

L. HOLD HARMLESS CLAUSE

1. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent

acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.

2. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Services to be performed hereunder.

M. CORRELATION, INTERPRETATION, AND INTENT OF THE AGREEMENT

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Attachments thereto, shall be as follows:

1. The Agreement, the Notice to Proceed, and all supplemental agreements shall be defined as the Agreement Documents.
2. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA. They may be altered only by supplemental agreement.
3. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant, or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement, and Notice to Proceed.

N. BINDING AGREEMENT

It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

O. BUY AMERICA COMPLIANCE

The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

P. PROHIBITED USE OF CERTAIN TECHNOLOGIES

All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

Q. CERTIFICATION AGAINST FEDERAL LOBBYING

If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

R. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

S. SEVERABILITY

If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

T. CIVIL RIGHTS ACT

The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

U. INCORPORATION OF DOCUMENTS

All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMEND FOR APPROVAL:

CITY OF BEL AIRE, KANSAS:

City Engineer (Date)

Mayor

ATTEST:

City Clerk (Date)

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS

County Clerk (Date)

(SEAL)

Commissioner

Member

Member

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certification of Final Indirect Cost
- Certificate of Tax Clearance

*Note – If left unchecked, then inapplicable.

SPECIFIC CONSTRUCTION PROVISIONS

**ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING
INSPECTION SERVICES TO BE PERFORMED BY THE
CONSULTANT)**

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

- (24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
 - 1. A revised list of benchmarks
 - 2. Location of government benchmarks
 - 3. Major changes in alignment
 - 4. Major changes in grade line
 - 5. Established references on cornerstones
 - 6. Major changes in location of drainage structures
 - 7. Major changes in flow-line of drainage structures
 - 8. Drainage structures added or deleted
 - 9. Any change of access control
 - b. Bridges
 - 1. Changes in stationing
 - 2. Changes in type, size or elevation of footings
 - 3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2025 and be completed by 20269.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost . The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$37,551.07**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Steve Rose, whose work address is 3200 E 45th Street N, Wichita, KS 67220 and work telephone is (316) 377-6727.
- (2) The Project Engineer/Project Manager for the Consultant will be Randy Downs, Certification Number 5 (expiration date is 10/18/2028), whose work address is 1144 S Seneca Street, Wichita, KS 67037 and work telephone is (316) 660-1716.
- (3) The Chief Inspector for the Consultant will be Jason Templin, Certification Number 5100 (expiration date is 6/12/2029), whose work address is 1144 S Seneca Street, Wichita, KS 67037 and work telephone is (316) 660-1772.
- (4) The contact person for the LPA will be Ted Henry whose work address is 7651 E Central Park Avenue, Bel Aire, KS 67226 and work telephone is (316) 744-2451.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 1144 South Seneca, Wichita, S 67037, for a period of three (3) years following final Agreement payment.

For Consultant
Certification by Prospective Participants as to current history regarding de
eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

For LPA

**Certification by Prospective Participants as to current history regarding de
eligibility, indictments, convictions, or civil judgments**

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

*Owner, partner, director, officer, principal investigator, project director, manager, auditor,
or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

CERTIFICATION OF CONTRACTOR

I hereby certify that I am _____ and duly authorized representative of _____ (CONTRACTOR) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Name: _____
Title: _____

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in 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 Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
- 3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party 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 in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
- 4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them 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.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

WORK ESTIMATE FORM
Cost plus Net Fee

Work Scope Defined by Project Plans **Date** 8/20/2025

Consultant's Name Sedgwick County Public Works Project No. 87N-0806-01
 1144 South Seneca
 Mailing Address Wichita, KS 67037 County/City Sedgwick / City of Bel-Aire
35 Working Days
Working Days 10 Clean Up Days
45 Total Days

Work Estimate No. #1 CMS Contract No. _____

Project Location 53rd Street North - Oliver to Woodlawn

Name of Project Eng'r/Manager Randy Downs Phone Number 316-660-1716

Name of Chief Inspector Jason Templin Phone Number 316-660-1772

1. Pre-construction preparation	Construction Manager	<u>1 @</u>	<u>\$ 81.99 =</u>	\$ 81.99
	Chief Inspector	<u>1 @</u>	<u>\$ 52.28 =</u>	\$ 52.28
	Project Inspector	<u>1 @</u>	<u>\$ 45.55 =</u>	\$ 45.55
	Clerical	<u>- @</u>	<u>\$ - =</u>	\$ -
Subtotal				\$ 179.82

2. Field Inspection daily contract documents	Construction Manager	<u>15 @</u>	<u>\$ 81.99 =</u>	\$ 1,229.85
	Chief Inspector	<u>25 @</u>	<u>\$ 52.28 =</u>	\$ 1,307.00
	Project Inspector	<u>350 @</u>	<u>\$ 45.55 =</u>	\$ 15,942.50
	Clerical	<u>- @</u>	<u>\$ - =</u>	\$ -
Subtotal				\$ 18,479.35

3. On-site Testing	Construction Manager	<u>- @</u>	<u>\$ 81.99 =</u>	\$ -
	Chief Inspector	<u>15 @</u>	<u>\$ 52.28 =</u>	\$ 784.20
	Inspector #2	<u>100 @</u>	<u>\$ 35.83 =</u>	\$ 3,583.00
	Clerical	<u>- @</u>	<u>\$ - =</u>	\$ -
Subtotal				\$ 4,367.20

4. Surveying	Construction Manager	<u>0 @</u>	<u>\$ 81.99 =</u>	\$ -
	Surveyor	<u>10 @</u>	<u>\$ 44.00 =</u>	\$ 440.00
	Tech (s)	<u>10 @</u>	<u>\$ 36.00 =</u>	\$ 360.00
	Clerical	<u>- @</u>	<u>\$ - =</u>	\$ -
Subtotal				\$ 800.00

5. Clean Up	Project Inspector	<u>100 @</u>	<u>\$ 45.55 =</u>	\$ 4,555.00
Subtotal				\$ 4,555.00

6. Final Paper Preparation	Construction Manager	<u>10 @</u>	<u>\$ 81.99 =</u>	\$ 819.90
	Chief Inspector	<u>10 @</u>	<u>\$ 52.28 =</u>	\$ 522.80
	Project Inspector	<u>150 @</u>	<u>\$ 45.55 =</u>	\$ 6,832.50
	Clerical	<u>- @</u>	<u>\$ - =</u>	\$ -
Subtotal				\$ 8,175.20

Total Direct Payroll Costs \$ 36,556.57

Summary Total Direct Payroll Costs

	Hours	Rate		Extension
Construction Manager	26 @	\$ 81.99 =		\$ 2,131.74
Chief Inspector	51 @	\$ 52.28 =		\$ 2,666.28
Inspector	601 @	\$ 45.55 =		\$ 27,375.55
Inspector #2	100 @	\$ 35.83 =		\$ 3,583.00
Surveyor	10 @	\$ 44.00 =		\$ 440.00
Techn(s)	10 @	\$ 36.00 =		\$ 360.00
Total Direct Payroll Costs				\$ 36,556.57
B. Salary Related Overhead	_____ %			\$ -
C. Total Payroll plus Overhead				\$ 36,556.57
D. Net Fee				\$ -
E. Direct Expenses (Travel, Postage, Misc.)				
Per Diem & Subsistence	_____ Days @	_____ =		\$ -
Mileage	_____ miles	\$0.100/mile		
Pickup	500 @	\$ 0.59		\$ 292.50
Pickup	1200 @	\$ 0.59		\$ 702.00
Postage	_____ @	_____		\$ -
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	_____ @	_____		\$ -
Equipment Rental (Details \$500 +)	_____ @	_____		\$ -
Total Other Direct Expenses				\$ 994.50
TOTAL COST PLUS NET FEE ESTIMATE				\$ 37,551.07

Consultant Representative _____ Date _____

LPA Authorized Representative Randy Downs _____ Date 8/20/2025

Approving KDOT Representative _____ Date _____

City of Bel Aire, Kansas



STAFF REPORT

DATE: February 5, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: KDOT High Risk Urban Roads Grant Agreement

BACKGROUND:

The City was awarded a grant from the High Risk Urban Road (HRUR) Program for materials to enhance stop controlled intersections.

DISCUSSION:

The City was awarded a grant from the High Risk Urban Roads Project through KDOT. This Agreement sets forth the parameters of the grant, the materials provided by KDOT and the City’s responsibilities for installation and maintenance of the materials and the intersections covered by the Agreement, which include 53rd and Greenwich (both east and west sides), 45th and Greenwich, 53rd and Oliver and 53rd and Webb.

City Staff have been in discussions with KDOT about the potential for 53rd and Oliver to turn into a 4-way stop, and as long as we are still using the materials provided by KDOT, there are no concerns. It is also noted that KDOT will only be providing one stop sign at the east and west legs of this intersection instead of two, since the City has recently installed LED lit stop signs at the east and west approach.

FINANCIAL CONSIDERATIONS: There are no financial implications for entering into this Agreement with KDOT, other than costs to install and maintain the materials provided per the terms of the Agreement.

POLICY DECISION: Council needs to consider entering into an agreement with KDOT for the High Risk Urban Road Program.

RECOMENDATION: It is the recommendation of staff to enter into the agreement with KDOT to receive the enhanced markings and signage to install at four intersections covered in the application.

PROJECT NO. U-2611-01
HIGH RISK URBAN ROADS PROGRAM
THE CITY OF BEL AIRE, KANSAS

CONTRACT

This Contract is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT) and the **City of Bel Aire, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

A. The U.S. Department of Transportation’s Highway Safety Improvement Program (“HSIP”) provides support for reducing traffic fatalities and serious injuries on public roads and requires a data-driven, strategic approach with a focus on performance.

B. The Secretary operates a High Risk Urban Road Program (the “Program”) and has received HSIP Program funding that aids in implementing the HRUR Program pursuant to 23 U.S.C. § 148 and the regulations promulgated thereunder.

C. The LPA has applied for HRUR Program Eligible Materials that are low-cost countermeasures and that include, but are not limited to, signing and pavement marking to increase driver awareness at stop-controlled intersections on local roads.

D. The Secretary desires to provide assistance to the LPA to participate in the HRUR Program by procuring and delivering certain Eligible Materials to the LPA for the LPA to install as further described in this Contract and in accordance with federal, state, and local laws and guidelines promulgated thereunder.

E. The Secretary and the LPA are empowered by the laws of Kansas to enter into contracts to participate in the benefits secured from federal-aid funds for highway, road, or street purposes.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I: DEFINITIONS

The following terms as used in this Contract have the designated meanings:

1. “**AASHTO**” means the American Association of State Highway and Transportation Officials.
2. “**Contract**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
3. “**Effective Date**” means the date the Secretary or the Secretary’s designee signs this Contract.

4. “**Eligible Location(s)**” means the location(s) the LPA shall install the Eligible Materials as listed in in the “**HRUR Project Details Attachment**,” which is attached to and incorporated into this Contract by this reference.
5. “**Eligible Materials**” means certain qualified intersection stop approach materials selected and procured by the Secretary to be delivered to the LPA for installation at the Eligible Location(s) identified in the “**HRUR Project Details Attachment**.”
6. “**FHWA**” means the Federal Highway Administration, a federal agency of the United States.
7. “**KDOT**” means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. “**Local Public Authority**” or “**LPA**” means, the City of Bel Aire, Kansas, with its place of business at 7651 E Central Park Ave., Bel Aire, KS 67226.
9. “**MUTCD**” means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
10. “**Non-Participating Costs**” means the LPA’s costs associated with the installation, routine maintenance after installation, and any necessary repairs after installation of the Eligible Materials at the Eligible Location(s) identified in the “**HRUR Project Details Attachment**.”
11. “**Participating Costs**” means the actual costs to procure and deliver the Eligible Materials to be installed by the LPA at the Eligible Location(s) as part of the Project, as indicated in the “**HRUR Project Details Attachment**.”
12. “**Parties**” means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
13. “**Project**” means all aspects of the endeavor that is the subject of this Contract to be undertaken by the Secretary and the LPA, as authorized by the Secretary, being: The Secretary’s procurement and the LPA’s installation of the Eligible Materials that include, but are not limited to, signing and pavement marking to increase driver awareness, at the Eligible Location(s) as further specified in the “**HRUR Project Details Attachment**.”
14. “**Secretary**” means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
15. “**Vendor**” means the lowest responsible bidder that meets the specifications outlined in the Invitation for Bid (IFB).

ARTICLE II: SECRETARY RESPONSIBILITIES

1. **Authorization to Proceed.** The Vendor will issue documentation evidencing delivery of the Eligible Materials to the LPA. Upon receipt of such documentation, the LPA may begin installation of the Eligible Materials and the Eligible Locations as reflected on the “**HRUR Project Details Attachment.**”
2. **Package Delivery.** The Secretary agrees to have the Vendor deliver to the LPA the package(s) of Eligible Materials listed as the “Delivery Address” on the “**HRUR Project Details Attachment.**”
3. **Purchase of Eligible Materials.** The Secretary agrees to procure the Eligible Materials for the Project in accordance with the procedures established by KDOT’s Bureau of Fiscal Services and Bureau of Transportation Safety; administer the Project as required by FHWA; negotiate with and report to FHWA; and administer the payments due the Vendor.
4. **Monitoring and Evaluation.** The Secretary may monitor, evaluate, and provide guidance and direction to the LPA in the conduct of performance under this Contract. The Secretary has the responsibility to determine whether the LPA has installed Eligible Materials at the Eligible Location(s) as indicated in the “**HRUR Project Details Attachment**” in accordance with applicable laws, regulations, including the federal audit requirements and agreements and will monitor the activities of the LPA to verify that the LPA has met such requirements. The Secretary may require the LPA to take corrective action if deficiencies are found.

ARTICLE III: LPA RESPONSIBILITIES

1. **Audit.**
 - a. **Audit Requirements for Federal Awards.** The LPA shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.*, require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*
 - b. **Agency Audit.** If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the U.S. Department of Transportation for an audit, the LPA shall participate and cooperate with any reviews or audits of the activities under this Contract; make documentation of the installed Eligible Materials at the Eligible Location(s) available to representatives of the

-
- requesting agency for a period of five (5) years from the date of final installation of the Eligible Materials provided to the LPA by the Secretary under this Contract; and ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. If an audit reveals the LPA has performed its obligations under this Contract in any manner not authorized under this Contract, the LPA shall promptly reimburse the Secretary for such funds upon notification by the Secretary.
2. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
 3. **Authorization to Proceed.** The LPA may begin installation of the Eligible Materials at the Eligible Location(s) as indicated in the “HRUR Project Details Attachment” upon delivery of the Eligible Materials to the LPA.
 4. **Cancellation by LPA.** If the LPA ends its participation in the Program, it shall reimburse the Secretary for any costs incurred by the Secretary prior to ending its participation in the Program. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary’s statement of the cost incurred by the Secretary prior to LPA ending its participation in the Program.
 5. **Certification Regarding Sexual Harassment.** The LPA shall comply with Executive Order 18-04 (February 5, 2018), by signing the “Policy Regarding Sexual Harassment Attachment,” which is attached to and made a part of this Contract.
 6. **Confidentiality; Protection of Personally Identifiable Information.** The LPA shall maintain as confidential all information and records relating to this Contract and shall not disclose or otherwise release the same unless authorized under the Kansas Open Records Act (K.S.A. 45-215, *et seq.*), the Freedom of Information Act (5 U.S.C.A. § 552), or a current and valid court order.
 7. **Conformity with State, Local, and Federal Requirements.** The LPA shall install and maintain the Eligible Materials installed as part of the Project in conformity with state, local, and federal laws and criteria appropriate for the Program.
 8. **Cooperation in Monitoring and Evaluation.** The LPA shall permit the Secretary to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines, or this Contract, the LPA shall ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.
 9. **Covenant Against Contingent Fees.** The LPA represents and warrants that no person or entity has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the Secretary shall have the right to annul this

Contract without liability or, in its discretion, to offset against amounts it owes the LPA under this Contract or otherwise recover from the LPA the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

10. **Execution of Contract.** Within sixty (60) days of receiving this Contract, the LPA shall execute and return it to KDOT#OCC.Contracts@ks.gov and KDOT.BTSIntersectionProj@ks.gov.

11. **Federal-Aid Provisions.** The LPA shall comply with all applicable provisions contained in the United States Department of Transportation Form FHWA-1273, which is attached to and incorporated into this Contract by this reference.

12. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

13. **Improper Payments.** Any item of expenditure by the LPA under the terms of this Contract found by auditors, investigators, or other authorized representatives of the Secretary, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of the LPA, shall become the LPA's liability, to be paid by the LPA from funds other than those provided by the Secretary under this Contract or any other agreements between the Secretary and the LPA. This provision shall survive the expiration or termination of this Contract.

14. **Legal Authority.** The LPA shall adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Contract.

15. **Limitation on Incurred Expenditures.** The LPA shall not incur any expenditures prior to the Effective Date of this Contract and receiving of the Eligible Materials.

16. **No Assignment.** The Eligible Materials to be installed by the LPA at the Eligible Location(s) under the terms of this Contract shall be performed by the LPA and shall not be assigned, sublet, or transferred to any other party without the written consent of the Secretary.

17. **Payment of Final Billing.** If any payment is due to the Secretary, the LPA shall remit such payment to the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Prior Approval for Changes.** The LPA shall not install the Eligible Materials at any location(s) inconsistent with the Eligible Location(s) listed on the “**HRUR Project Details Attachment**” without the prior written approval of the Secretary.
19. **Prohibited Use of Certain Technologies.** The LPA shall comply with 2 CFR 200.216 and 2 CFR 200.471, which prohibit recipients and subrecipients of federal funds from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services, or systems are unallowable costs and will not be paid for by the Secretary.
20. **Retention of Records.** The LPA shall maintain records relating to this Contract and the LPA’s installation of the Eligible Materials at the Eligible Location(s) for a period of three (3) years from the completion of the Project. The LPA shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the Secretary, the U.S. Department of Transportation, the U.S. Government Accountability Office, the Office of Inspector General, the Comptroller General of the United States, or each of their authorized representatives.
21. **Safety Belt Usage.** The LPA has and operates under, or within one year of this Contract, shall have in place and operate under, a policy which requires its employees to comply with the Kansas Safety Belt Use (K.S.A. § 8-2501, *et seq.*) and Child Passenger Safety (K.S.A. § 8-1343, *et seq.*) Acts when engaged in official travel by public or private vehicle. The LPA may request a model policy from the Secretary.
22. **Salary Expenditures.** The LPA shall not supplant any salary expenditure provided for by the LPA's current budget with any funds provided under this Contract.
23. **Scope of Services.** The LPA shall be solely responsible for providing the necessary personnel, facilities, and such other professional services as may be required to successfully install the Eligible Materials at the Eligible Locations(s) as well as maintaining the Eligible Materials upon completion of installation.
24. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the LPA by the Secretary acting in all things as its agent, and the LPA hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the LPA authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the LPA acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of financial assistance and/or other aid for this Contract.

ARTICLE IV: SPECIAL PROGRAM REQUIREMENTS

1. **Acknowledgements.** By executing this Contract, the LPA acknowledges the Eligible Location(s) listed in the “**HRUR Project Details Attachment**” have not had new signs or pavement markings installed within the last twelve (12) months, and that if a project is scheduled at any Eligible Location(s) listed in the “**HRUR Project Details Attachment**” within three years from the date of the LPA’s successful installation of the Eligible Materials, the LPA shall not pave over or otherwise replace the Eligible Materials unless Eligible Materials have been damaged or destroyed.
2. **Completion Date.** The LPA shall successfully install the Eligible Materials at the Eligible Location(s) as indicated in the “**HRUR Project Details Attachment**” within **six (6) months** of receiving the Eligible Materials from the Vendor. Upon the LPA’s installation of the Eligible Materials at the Eligible Location(s), the LPA shall submit documentation to KDOT evidencing the successful installation of the Eligible Materials at the Eligible Location(s) in substantial and material compliance with the requirements of this Contract. Should the LPA need additional time to successfully install the Eligible Materials at the Eligible Location(s) in accordance with this Contract, the LPA shall submit to the Secretary a written request for a time extension. The Secretary shall have the sole discretion to either grant or deny the LPA’s request for an extension.
3. **Installation; Inspection.** The LPA shall have sufficient resources to properly and adequately install, inspect, and submit proof of installation of the Eligible Materials at the Eligible Location(s) within six (6) months of the Vendor delivering the Eligible Materials to the LPA. Proof of installation shall be submitted via a form provided by the Secretary. The LPA shall install the Eligible Materials at the Eligible Location(s) in accordance with the standard drawings. Any deviation(s) from the standard drawings shall be reviewed and approved by a licensed professional engineer.
4. **Maintenance.** Upon the date of the LPA’s successful installation of the Eligible Materials at the Eligible Location(s) in accordance with this Contract, the LPA shall be solely responsible for maintaining the Eligible Materials in a reasonably safe condition for a minimum of three (3) years. The LPA’s maintenance of the Eligible Materials shall comply with American Association of State Highway and Transportation Officials (AASHTO) design standards and all signage and markings shall comply with the current version of the MUTCD.
5. **Materials Inspection.** Within one week of receiving the Eligible Materials from the Vendor, the LPA shall inspect the Eligible Materials to verify accurate and complete delivery and that none of their integral parts have been damaged; and provide KDOT with written confirmation it has received all Eligible Materials. No later than five (5) business days after inspecting the Eligible Materials, the LPA shall contact KDOT and the Vendor if any of the Eligible Materials are damaged and/or were not delivered.
6. **Modifications.** Upon the LPA’s successful installation of the Eligible Materials at the Eligible Location(s), the LPA shall not materially modify or otherwise alter them or any of their integral parts for a period of three (3) years unless they need to be repaired or replaced.

7. **Non-Participating Costs.** The LPA shall be responsible for 100% of all Non-Participating costs, items, and ineligible expenses that include, but are not limited to, furnishing labor, equipment, material, and/or supplies that are used and/or consumed for the installation, necessary repair(s), and maintenance of the Eligible Materials.
8. **Program Guidance.** The HRUR Program Guidance, which is available at <http://www.ksdot.gov/programs/safety-programs/highway-safety-improvements-high-risk-urban-roads-hrur>, is incorporated into this Contract by this reference.
9. **Repairs; Replacements.** In the event any of the Eligible Materials are damaged and/or obscured within a material lifespan of three (3) years after being installed by the LPA, the LPA shall be solely responsible for reinstalling and/or replacing them at its own expense. In the event there are items that are the same or substantially similar to any of the Eligible Materials already in place at the Eligible Location(s), the LPA shall replace such items with the Eligible Materials provided pursuant to this Contract.
10. **Right of Way.** The LPA shall be responsible for adequately addressing and remedying all overgrowth and obstructions within the public right-of-way at the Eligible Location(s) where the Eligible Materials will be installed by the LPA prior to and after installation.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Contract shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Contract and all contracts entered into under the provisions of this Contract shall be binding upon the Secretary and the LPA and their successors in office.
4. **Certification Regarding Sexual Harassment.** The LPA shall comply with Executive Order 18-04 (February 5, 2018), by signing the “Policy Regarding Sexual Harassment Attachment,” which is attached to and made a part of this Contract.
5. **Civil Rights Act.** The “Civil Rights Act Attachment.” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Contract.
6. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services related to the Project shall also comply with all applicable state and federal laws and regulations.
7. **Contractual Provisions.** The provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached, are hereby incorporated into, and made a part of this Contract.

8. **Correspondence.** Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
ATTN: Haley Dougherty
Bureau of Transportation Safety
700 SW Harrison Street
Topeka, KS 66603-3754

The LPA:
The City of Bel Aire
ATTN: Anne Stephens
7651 E Central Park Ave.
Bel Aire, KS 67226

9. **Counterparts.** This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

10. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Contract that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Contract for cause.

11. **Entire Agreement.** This Contract, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Contract.

12. **Federal-Aid Provisions.** The LPA shall:

- a. Comply with all applicable provisions contained in the United States Department of Transportation Form FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts," which is attached to and incorporated into this Contract by this reference.
- b. Require all third parties it contracts with for purposes of the Project to comply with the

applicable provisions contained in the United States Department of Transportation Form FHWA-1273 “Required Contract Provisions, Federal-Aid Construction Contracts.”

13. **Headings.** All headings in this Contract have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

14. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Contract shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Contract on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney’s fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers’ compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Contract on behalf of the LPA. This provision shall survive the expiration or termination of this Contract.

15. **Industry Standards.** Where not otherwise provided in this Contract, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

16. **Incorporation of Documents.** The LPA’s “**HRUR Project Funding Application**” and the applicable installation guidance (standard drawings) for the Eligible Materials for the Project are by this reference made a part of this Contract. This Contract includes this written document, including all attachments and exhibits, either attached or incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

17. **Integration.** This Contract supersedes all oral agreements, negotiations, and representations between the Parties pertaining to the subject matter of this Contract.

18. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Contract and nothing in this Contract authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Contract.

19. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state,

and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Contract.

20. **Restriction on State Lobbying.** Funds provided by the Secretary under this Contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

21. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected, and each provision of this Contract shall be enforced to the fullest extent permitted by law.

22. **System for Award Management.** The LPA shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

23. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Contract shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity hired by the LPA.

24. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

a. **Termination by Either Party.** Either Party may terminate this Contract upon thirty (30) days written notice to the other party for any reason. In the event this Contract is cancelled by the LPA, the LPA shall promptly reimburse the Secretary for the actual cost of the Eligible Materials package(s) and delivery costs.

b. **Termination by the Secretary.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

25. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

The Signature Page Immediately Follows This Paragraph.

IN WITNESS WHEREOF the Parties have caused this Contract to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF BEL AIRE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Index of Exhibits and Attachments

- HRUR Project Details Attachment
- Policy Regarding Sexual Harassment Attachment
- Civil Rights Act Attachment
- Contractual Provisions Attachment (Form DA – 146a)
- FHWA-1273 “Required Contract Provisions, Federal-Aid Construction Contracts”
- Certification Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements (if over \$25,000)
- Disclosure of Lobbying Activities (if over \$100,000)

HRUR PROJECT DETAILS ATTACHMENT

LPA: The City of Bel Aire

Delivery Address: 7651 E Central Park Ave., Bel Aire, KS 67227

ELIGIBLE MATERIALS PACKAGE(S):

Intersection ID as Listed on Map (required)	Names of Crossroads (required)	Intersection Type and Configuration	If "other" was selected, please explain the configuration.	Size of Stop Signs Requested	W4-4P "Cross Traffic Does Not Stop"		W2-1 Cross Road				W1-7 Two-Direction Large Arrow		Wooden Posts (4"x6")	Signpost Sheeting (red)	Signpost Sheeting (yellow)	24" wide thermo-plastic (white)	6" wide thermo-plastic (white)	
					R1-1 Stop Sign	W3-1 Stop Ahead Sign	Intersection	W2-4 T-Intersection	W2-2L Side Road (left)	W2-2R Side Road (right)	Direction							
171	N Greenwich Rd & E 53rd St (NORTH)	3-leg minor stop		36 inches	2	2	2	0	2	2	2	1	12	2	10	1	2	
161*	N Greenwich Rd & E 53rd St (SOUTH)	3-leg minor stop		36 inches	2	2	2	0	2	2	2	1	12	2	10	0**	1	
838	N Greenwich Rd & E 45th St N	4-leg minor stop		36 inches	4	4	4	4	0	0	0	0	12	4	8	1	3	
854	N Oliver St & E 53rd St N	4-leg minor stop		36 inches	2***	4	4	4	0	0	0	0	12	4	8	1	2	
858	N Webb Rd & E 53rd St N	4-leg minor stop		36 inches	4	4	4	4	0	0	0	0	12	4	8	1	3	
Total						14	16	16	12	4	4	4	2	60	16	44	4	11

*Intersection was added from the original application.

**Stop bar is removed due to gravel approach

***City will be installing one LED lit stop sign at each approach therefore 2 stop signs were removed from this package.

Policy Regarding Sexual Harassment

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

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

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

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

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

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

Signature and Date

Printed Name

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in 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 Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party 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 in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them 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.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

City of Bel Aire, Kansas

STAFF REPORT

DATE: 2/18/2026



TO: City Manager

FROM: Marty McGee

RE: New Bobcat Forklift

DISCUSSION: Public Works will need to purchase a forklift to help unload trucks and place material on the mezzanine when needed. Currently Public Works does not have a forklift and are unable to lift materials on the mezzanine. Lead time is 20 weeks for delivery.

Vendor	Model	Quote New	Warranty
Lift Parts LLC.	Clark S35	\$39,385.00	New 24 mo./4k hour full warranty
Wiese	Caterpillar GP35N7	\$47,165.00	12 mo./2k hr. full warranty
Berry Equipment	Hyster H70A	\$44,136.00	
Lift Truck Center	Bobcat	\$37,563.70	New 24mo./3K
Crown Lift Trucks	Crown C5 6500	\$51,298.80	New 12 mo./unlimited hr. full warranty. Used 12 mo./unlimited hr. and 90-day warranty

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the Equipment Replacement Reserve.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three bids.

RECOMENDATION: Staff recommends the City Council accept the bid from Lift Truck Center not to exceed the amount of \$37,563.70

Lift Parts Service LLC
3458 SOUTH HOOVER ROAD
WICHITA, KS, US, 67215

Section XI, Item C.



Date: October 30, 2025

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

From: Chad Bolan
3458 SOUTH HOOVER ROAD
WICHITA, KS, US, 67215
Title: Salesman
Phone: (316)-943-2274
Email: chadb@liftpartsservice.com

Dear Jon ,

Thank you for the opportunity to quote the CLARK S35 Triple Forklift. CLARK forklifts are best in class. CLARK has been in the material handling business since 1917 and has a rich history innovating throughout the years. Below are key features of the CLARK S35 Triple.



Operator Comfort and Productivity

- *Adjustable Full-Suspension Seat
- *Large Floor Board Improves Leg Room and Boot Clearance
- *Small Diameter Steering Wheel with Low Steering Effort
- *Reduced Brake and Inching Pedal Effort
- *Steering Column Adjustable Tilt Range of 30°

Smart Dash

- *5" Color LCD Display
- *On-board diagnostics
- *CAN Communication
- *Password Protected Engine Start Through Dash
- *Powertrain Protection Monitoring System

SAFE

- *Automatically Applied Parking Brake
- *Speed Limit Control
- *Increased Visibility
- *High-Visibility Orange Seat Belt
- *Designed with Optimal Center-of-Gravity to Enhance Truck Stability

Please find an easy link to CLARK S35 Triple brochure here: [CLARK S35 Triple Brochure](#). Contact me with any questions regarding this important investment.

Best Regards,
Chad Bolan



S35 Triple Specifications

Product	Product Description
Auxiliary Valves	Double for four hoses - 4 spool, 2 levers
Carriage	45" wide, hook type, ITA class III
Drive Tires	Solid Single Drive 250 x 15
Engine/Fuel System	Drive Axle Seal Guard
Forks	42" long x 5" wide x 2" thick - Class III
Hose Adaptation	Double - four hoses internal
Lights / Alarms	Audible back-up alarm
Lights / Alarms	LED Headlights (OHG mounted)
Lights / Alarms	LED Strobe Light - Yellow
Load Backrest	48" High (45" Class III carriage)
Operator Compartment	Convenience Console
Operator Compartment	Hip Restraints
Operator Compartment	Rear Handle
Operator Compartment	Steering wheel spinner knob
Paint	CLARK Green
Power	LPG Ford Engine - Tier 4
Seat Belt	Orange Seat Belt
Seats	Safety Seat - full-suspension vinyl
Side Shifter	45" FS/45" OW - 8" total sideshift, Class III
Steer Tires	Solid Steer 6.5 x 10
Travel Speed	Travel speed Installed not Activated
Upright	219" / 101.0" / 53.0" (5B / 3F)

Lead Time

22-24 weeks from received
 PO

Warranty	Price
Standard Warranty	Included

Terms & Conditions

Title to all machinery and the proceeds of any resale thereof shall remain in Lift Parts Service name until price has been paid in cash or finance documents have been received and approved by it. The undersigned understands and agrees that the machinery sold as "new" is warranted only as provided in the factory of manufacturer's warranty and is sold free of any express, implied, or statutory warranty by Lift Parts Service, except warranty of clear title. Used machinery is sold 'as is' without any warranty, express or implied, except when approved by a sales manager of Lift Parts Service. Lift Parts Service shall be excused and not liable for delays in shipment caused by customer's request, labor troubles, shortages in material, damage to plant,

Lift Parts Service LLC
3458 SOUTH HOOVER ROAD
WICHITA, KS, US, 67215

Section XI, Item C.



governmental regulations, or other similar or otherwise beyond its control. There are no conditions or understandings except as expressed on this order which sets forth the entire agreement.

Pricing

Quantity: 1

Total Price delivered to Bel Aire, KS : \$ 39,385.00

Quote Authorization

Signed and accepted on behalf of:

Signed and accepted on behalf of:

Lift Parts Service LLC

Signature: _____

Signature: _____
(AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for the opportunity to provide this quote. Please contact me at (316)-943-2274 with questions.

QUOTATION PREPARED FOR
 Customer: city of bel air
 Contact: John Stehman

 Address: 7561 e central park ave
 Wichita, KS 67226
 Phone: 316-744-2888
 Quote#: Q-31813-R2W2Y

PREPARED BY
 Date: Thursday, October 30, 2025
 Sales Rep: John Mitchell
 Address: 1446 S Florence St
 Wichita, KS 67209
 Direct Phone: 316-942-1600
 Mobile: 316-252-6419
 Fax: 316-942-1688

CATERPILLAR MODEL: GP35N7



QTY	CATEGORY	DESCRIPTION
1	CHASSIS	7,000 lb. Capacity LP Pneumatic Tire Lift Truck
1	MAST	187.0" MFH / 90.5" OAL / 42.5" FFH Triplex. .
1	FORKS	2.0" X 4.9" X 48" Hook Type - Pallet
1	RATINGS & STANDARDS	UL Approved
1	RATINGS & STANDARDS	EPA Compliant
1	POWERTRAIN	Single Speed Powershift Transmission
1	POWERTRAIN	EK25 2.5L 4 Cylinder Gas and LPG Engine
1	CARRIAGE	39.5" Wide ITA Class III Hook Type Carriage
1	SIDESHIFTER	39.5" Wide ITA Class III Hang-On Sideshifter
1	DRIVE & STEER TIRES	Solid Pneumatic Single Drive And Steer Tires
1	WARRANTY	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

1	LOAD BACKREST	48" High Load Backrest
1	HYDRAULIC ACTIVATION	3-Section Valve
1	HYDRAULIC HOISING	Single Function Internal Hosing - Triplex Mast
1	TILT CYLINDERS	Standard Tilt Cylinders
1	OVERHEAD GUARD	Standard Overhead Guard
1	PRODUCTIVITY	Premium LCD/LED Display
1	PRODUCTIVITY	Ground Speed Control
1	PRODUCTIVITY	Controlled Acceleration Mode
1	PRODUCTIVITY	Engine Protection System
1	PRODUCTIVITY	LPMax - Enhanced Low LP Fuel Warning
1	PRODUCTIVITY	Low LP Fuel/Starter Protection
1	PRODUCTIVITY	Separate Brake & Inching Pedals
1	PRODUCTIVITY	LPG Tank Bracket - Swing-Out (w/ Open bracket alarm)
1	SPECIAL APPLICATIONS	Aluminum Core Corrugated Fin Radiator
1	SPECIAL APPLICATIONS	Presence Detection System
1	SPECIAL APPLICATIONS	Heavy Duty Counterweight Grill
1	TRAVEL SPEED HIGH	Standard
1	TRAVEL SPEED LOW	Low Speed - None
1	WARNING / LIGHT	Two Forward LED Working Lights On OHG
1	WARNING / LIGHT	Electronic Back-up Alarm
1	WARNING / LIGHT	Rear LED Stop/Tail/Back-up Combination Lights
1	WARNING / LIGHT	Premium Working Light Package
1	WARNING / LIGHT	Seatbelt Warning - Light and Buzzer [STD]
1	WARNING / LIGHT	Parking Brake / Transmission Interlock (Includes Parking Brake Warning Light)
1	SEAT	Full Suspension Vinyl Seat
1	ACCESSORIES	Orange Seat Belt
1	ACCESSORIES	Rubber Floor Mat
1	ACCESSORIES	Operator Convenience Tray With Clipboard Holder
1	LOCAL DELIVERY	Local Delivery
1	DEALER PREP	Dealer Prep

SUMMARY FOR CATERPILLAR MODEL: GP35N7

FREIGHT: DELIVERED

UNITS:

PRICE PER UNIT:

\$47,165

TOTAL:

\$47,165

PROPOSAL SUMMARY

EQUIPMENT DESCRIPTION	UNITS	PER UNIT	TOTAL
Caterpillar GP35N7 - 7,000 lb. Capacity LP Pneumatic Tire Lift Truck	1	\$47,165	\$47,165
TOTAL INVESTMENT:	1		\$47,165

BY SIGNING THIS PROPOSAL ("ORDER"), UNDERSIGNED AGREES TO PAY FOR AND AUTHORIZES WIESE TO PROCEED WITH THE SALE OF PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS

Order Approved and Accepted by:
city of bel air
AUTHORIZED SIGNER

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE ACCEPTED

PURCHASE ORDER NUMBER

WIESE TERMS AND CONDITIONS
PROPOSAL VALIDITY PERIOD: Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.
STANDARD TERMS: Net 0 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.
CANCELLATION OR CHANGES : Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.
WARRANTY: To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.
MISCELLANEOUS: Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.
ENTIRE AGREEMENT: This Order constitutes the entire agreement between the parties . Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.

This e-mail and any attachments are intended solely for use by the addressee(s) named above. It may contain confidential, legally privileged, and/or proprietary information of Wiese USA, Inc., its subsidiaries, affiliates, or business partners. If you are not the intended recipient of this e-mail or are an unauthorized recipient of the information, you are hereby notified that any dissemination, distribution, or copying of this e-mail or any attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by reply e-mail and permanently delete the original and any copies or printouts.



BERRY MATERIAL HANDLING
 4626 S PALISADE AVENUE
 WICHITA, Kansas 67217
 Phone: 316-945-0101



MODEL: H70A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City Of Bel Aire		
ADDRESS	7651 East Central Park Avenue Bel Aire, Kansas 67226		
SHIP-TO ADDRESS	7651 East Central Park Avenue Bel Aire, Kansas 67226		
CONTACT NAME	John Stehman		
PHONE	316-744-2888 Ext 602		

PROPOSED BY	Lorne Autry	TITLE	Sales Manager
PHONE	316-945-0101	EMAIL	lautry@berrymaterial.com

DATE	2025-10-31	Quote Expiration	2025-11-30
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BERRY MATERIAL HANDLING
 4626 S PALISADE AVENUE
 WICHITA, Kansas 67217
 Phone: 316-945-0101



Quoted Model: H70A Available Features

Hyster® H70A Lift Truck - 7,000 lb Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H70A Lift Truck - 7,000 lb. Nominal Capacity, Class V	1
Construction	Key Switch Start HD Cooling Package with 3-Row Radiator and Hydraulic Oil Cooler	
Powertrain	Engine - Yanmar 2.2L LPG Certified Self-energizing drum brakes provide excellent stopping power with minimal brake pedal effort. Hand-Applied, Hand-Released Parking Brake Dual pedal inch/brake arrangement allows independent control of inching and braking functions. Electronic Powershift Transmission	
Powertrain Options	High Air Intake Low Exhaust Fixed LPG Bracket with Steel Strap UL Label - Classification Type LP	
Powertrain Accessories	Prevents operation of the hydraulic system if the operator is not in the proper operating position. Also disables directional travel on Internal Combustion Engine (ICE) trucks. System monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.	
Mast	3 Stage Full Free Lift Mast - Class III - 193" (4920mm) Maximum Lift Height - 92" (2345mm) Overall Lowered Height [Standard] Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	42" (1067mm) Wide - Class III - Hook Type Integral Side Shift Carriage [Standard] 48" (1220mm) High Load Backrest Extension	
Forks	42" Long Class III Hook Type (2" x 4.9") Standard Tapered Forks. Designed for smooth	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve [Standard] Cowl mounted mechanical lever hydraulic controls are conveniently located. Engine Driven Cooling Fan Fixed Displacement Gear Pump	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Standard Tread Width	



BERRY MATERIAL HANDLING
4626 S PALISADE AVENUE
WICHITA, Kansas 67217
Phone: 316-945-0101



Drive Tires - 28 x 9-15 - Pneumatic Shaped Solid (PSS) [Standard]

6.50" x 10" Pneumatic-Shaped Solid Steer Tires

Operator Compartment

86" Rectangular Tube - High

Grid Style Overhead Guard

Single Panoramic Mirror, mounted on center overhead guard.

Display Mounted in Dash

Dynamic Stability System

Directional Control

Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column

2-Spoke Steering Wheel with Spinner Knob

Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted

On demand hydrostatic power assist steering provides low effort, precise steering control and insulates the operator from steer axle shock and vibration.

Seat

Non-Suspension Vinyl Seat

Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety.

Chassis Options

Hood

Telemetry

Hyster Tracker Wireless Monitoring - AT & T

7 Year, Level 1 Telematic Communication and Portal Fees - Monitoring

Lights & Alarms

LED Brake/Tail/Backup/Turn

LED Work Lights - 2 Front, 1 Rear [Basic]

Manual Work Light Control

Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)

Parking Alarm

Warranty

12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.

Literature & Nameplate

English Literature Pack and Labels

Fees & Surcharges

Freight

Fees & Surcharges

Destination Charge



BERRY MATERIAL HANDLING
4626 S PALISADE AVENUE
WICHITA, Kansas 67217
Phone: 316-945-0101



Additional Items or Accessories Included

	Description	Quantity
Install	Prep 4 Sale	1
Delivery	Delivered to Bel Aire, KS	1

Total Investment

Price H70A	\$40,726.00	Qty: 1
Tariff Surcharge	\$3,410.00	
Total Price with Tariff Surcharge	\$44,136.00	
Quoted Quantity	1	TOTAL: \$44,136.00

The Current factory lead time as of 10/27/25 is published @ 24-28 weeks ARO. This lead time is subject to change without notice. Payment terms: net 30 days Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or customer issued document will in any way serve to modify or add any terms or conditions to the sale of products by Supplier to this agreement. The

Proposal By:	Lorne Autry	Accepted By:	_____

Signature:	_____	Signature:	_____
Date Signed:	_____	Date Accepted:	_____
		PO Number:	_____

Terms and Conditions

As used herein, BMH shall mean Berry Material Handling. Customer shall mean the person purchasing as listed in the Order, and Equipment shall mean the goods specified in the Order (as modified below). All other capitalized terms are as defined in the Order or below:

Article I. Sales The following items shall apply if Customer is purchasing the Equipment from BMH:

1.Sale of Equipment and Delivery. Subject to available inventory, BMH shall sell and Customer shall purchase the Equipment F.O.B. BMH's Location on the Delivery Date, and all risk of loss shall pass to Customer upon Delivery.

2.Price and Payment. Unless otherwise specified herein, payment in full of the full amount indicated in the Order shall be made to BMH on the date of Delivery, or if partial Delivery, the portion of such payment for the Equipment on the separate dates of Delivery.

Article II. General Terms The following terms shall apply to the relationship between BMH and Customer subject to the conditions set forth:



BERRY MATERIAL HANDLING
4626 S PALISADE AVENUE
WICHITA, Kansas 67217
Phone: 316-945-0101



1. Delivery, Shipping, Acceptance. Customer shall pick up the Equipment at BMH's business location specified in the Order immediately upon notification that the Equipment is available at BMH's Location. If BMH agrees on the Order to cause the Equipment to be shipped to Customer and if shipment is delayed due to unavailability of Customer facilities or any other cause, Customer hereby requests and authorizes BMH to store the Equipment itself or ship the Equipment to storage of BMH's choosing. Customer shall be responsible for and shall reimburse BMH for all storage-related charges, including insurance and shipping costs. BMH shall be authorized to make partial Delivery or shipments of the Equipment. Promptly after Delivery, Customer shall inspect the Equipment, and unless the actions of Customer otherwise indicate acceptance, the Equipment shall be deemed to be irrevocably accepted by Customer upon the earlier of (a) a reasonable time for inspection (not to exceed three (3) days after Delivery), or (b) actual use of the Equipment by Customer. BMH reserves the right, at its sole discretion, to substitute the Equipment with other equipment of the same material functionality.

2. Binding Effect. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives, and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be the beneficiary to any of the rights or obligations hereunder (including but not limited to, warranty obligations).

3. Force Majeure. Notwithstanding anything contained herein, BMH shall have no obligation or liability and shall not be considered in default hereunder for its failure due to (a) any cause not reasonably within the control of BMH including, but not limited to fire, explosion, riot acts of war or terror, acts of God, civil disturbances, floods, earthquakes, and casualties similar in nature to the foregoing, strikes, lock-out, and other labor disturbances, or (b) delays caused by shippers, vendors, or suppliers of BMH, or destruction or significant damage to the Equipment. Should events occur which would give rise to Customer's claim that BMH is in default hereunder, Customer shall first give BMH thirty (30) days written notice of its claim during which time BMH may cure any claimed default and incur no liability therefore.

4. Taxes. Except for amounts attributable to BMH's net income, Customer shall be solely responsible for the amount of federal, state, and local taxes, duties, imposts, tariffs, or other similar levies arising out of or related to the performance of this Agreement. Customer indemnifies and holds BMH harmless from the payment of any such taxes, plus any penalties, interest, or costs connected with the imposition of the same.

5. Additional Remedies, Further Assurances. No failure or delay by BMH to exercise any right of remedy hereunder shall operate as a continuing waiver thereof. Additionally, Customer shall be liable for all damages, costs, expenses (including attorneys fees) incurred or to be incurred by BMH by reason of the occurrence of any breach or threatened breach of this Agreement, including any Event of Default, or the exercise of BMH's remedies thereto, and all incidental and consequential damages. Without limitation of its other remedies, should Customer fail to perform any obligation hereunder, BMH, in its sole option and without obligation, may perform or have performed such obligation on Customer's behalf, and Customer shall be liable for the costs thereof. In order to confirm BMH's interest in the Equipment, Customer agrees that this Agreement shall constitute a security agreement for the Equipment, and promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by BMH to perfect BMH's interest in the Equipment, including but not limited to, any financing statements. Customer hereby irrevocably appoints BMH its attorney-in-fact to do such acts and to execute and file all such documents on Customer's behalf, and which power is delegable by BMH, which such appointment and power be coupled with an interest.

6. Notices. All notices required or permitted under this Agreement shall be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed to BMH at BMH's Location and to Customer in the following preference: the Shipping Location, the address where invoices are sent, any address of any Customer places of business, or where Customer may be served by legal process.

7. Choice of Law/Forum. This Agreement shall be governed exclusively by the laws of the State of Kansas with regard to the rules governing conflicts of law. Any action arising out of or related to the Agreement shall be brought exclusively in a court sitting in Sedgwick County, Kansas; but, unless Customer is a "consumer" within the meaning of the Kansas Consumer Protection Act (KSA 50-623, et seq.) as may be in effect from time to time ("KCPA"), the provisions of the KCPA shall not apply to this Agreement or the parties hereto.

C-5 SERIES

DELIVERING
**DURABILITY &
COMFORT**

Crown Redefines IC with a True Industrial Truck Line. You've been settling for the limitations of gas lift trucks for years: engines intended for automobiles that run hotter than they should, brakes and cooling systems that are not up to the task and service that seems never ending.

Discover the durable and comfortable C-5 Series LPG Pneumatic forklift:



Industrial 2.4L Engine



Designed for the toughest applications, this Crown-designed engine offers more durability with 4x fewer oil change requirements.

Crown's Power Disc Brake



The full circle pads provide up to 3x longer life and require 93% less service checks.

On-Demand Cooling®



Crown's standard On-Demand Cooling brings extra cooling and radiator clearing to the efficient dual-radiator system in high-heat and high-debris environments.

Operator Comfort



Operators benefit from an adjustable armrest that aligns the right arm to the manual hydraulic levers for comfort and productivity. Multiple seat options and a spacious operator compartment add to the all-day comfort.

Service & Support



The C-5 Series is a robust forklift backed by Crown's nationwide service and support network, including quality parts and the assured performance of the Crown Integrity Service System®.

Enjoy more durability and comfort with the C-5 Series Pneumatic LPG forklift.

Contact your local Crown dealer or visit crown.com.



Crown Lift Trucks - Wichita

2113 S West St
Wichita, KS 67213

crown.com

Section XI, Item C.

Quotation

11/04/2025

Quote No. 986271

City of Bel Aire

Features and Options

C5P1050-65 6,500 lb. Capacity, IC Pneumatic Tire

Mfg. Standard for Destination	ANSI
Mast Type	TT
Lift Height	189"/4800mm
Collapsed Height	92"/2335mm
Tilt Options	5 Degrees Back / 5 Degrees Forward
Steer Axle Mounting	Rigid Steer Axle
LP Bottle Bracket Type	Fold Down Single Strap
Overhead Guard Options	Isomounted Operator Cell
Sideshifter	Crown Integral Sideshifter
Accessory Hydraulics	Single Accessory Hydraulic
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol
Fork Carriage Width	44"/1120mm
Thrust Rollers on Carriage	Lower and Upper Thrust Rollers
Zinc Plated Corrosion Resistant Chain	Zinc Plated Chain and Lube
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 5" / 45mm x 125mm
Fork Length	42"/1065mm
Fork Spread	43"/1090mm
Load Backrest Size	45" x 48"/1145mm x 1220mm(WxH)
Battery Type	Wet Cell - Severe Duty
Alternator	12 Volt 90 Amps Fully Enclosed
Exhaust System	LPG Catalytic Muffler
Radiator Type	Dual Opencore Radiator
Counterweight Grille	Counterweight Wedge
Air Intake	Single Element Mech. Indicator
Seat Option	FlexSeat™ Vinyl
Seatbelt	High Visibility Orange Seatbelt
Steering Wheel Option	13" Steering Wheel
Number of Pedals	Separate Inching and Brake Pedal (3 Pedals)
Horn	Yes
Brake System	Power Brakes
Tread Width	Standard Tread
Drive Tire Manufacturer	Solideal Xtreme
Drive Tire Options	28 x 9-15 Resilient/Super Elastic
Steer Tire Manufacturer	Solideal Xtreme Solid Soft - Pneumatic
Steer Tire Options	6.50-10 Resilient/ Super Elastic
Rear View Mirror	Square Glass Rear View Mirror



Crown Lift Trucks - Wichita

2113 S West St
Wichita, KS 67213

crown.com

Section XI, Item C.

Quotation

11/04/2025

Quote No. 986271

City of Bel Aire

Front Work Lights

Travel Alarm

Cup Holder

Tow Hitch Pin

Mud Scraper / Step Plate

Paint Color

Label & Decal Language

Shipment Handling

Overhead Guard Mounted LED

Smart (Reverse-PUF)

Yes

Tow Pin

Mud Scraper / Step Plate

Crown Beige/Gray

US English

Standing

Warranties:

Standard Warranty

Standard - 1 Year / Unlimited Hours





Crown Lift Trucks - Wichita

2113 S West St
Wichita, KS 67213

crown.com

Section XI, Item C.

Quotation

11/04/2025

Quote No. 986271

City of Bel Aire

Pricing Information

Quantity	Products	Price Each	Extended
1	C5P1050-65	\$51,298.80	\$51,298.80

Total Package Price:
(Tax not included in price)

\$51,298.80

**Shipping
Included in
price.**

- **Factory lead times are approximately 12-14 Weeks from time of order.**

CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

Prices quoted are based upon quantities specified above.

If **City of Bel Aire** cannot accept merchandise at the time of shipment from our supplier, **City of Bel Aire** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes

FOB: Delivered

Terms: Net 10 DAYS

Crown Lift Trucks

Aaron Hanson

Aaron Hanson
Account Representative

City of Bel Aire

By _____

Title _____

Date _____

CONTRACT
FOR
PURCHASE
(Forklift)

This Contract is entered into this 17th day of February, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Lift Truck Center, Inc., a Kansas corporation, whose principal office is at 4000 West 33rd Circle South, Wichita, Kansas, 67215, Telephone Number (316) 942-7465, (hereinafter called “Contractor”).

WHEREAS, the City will be moving into the new Public Works facility soon and will need a forklift to assist with unloading trucks, placing materials on the mezzanine when needed, and moving equipment upstairs; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Contractor shall provide a new Bobcat Model Forklift as quoted and described in Exhibit A. All equipment shall be delivered at the Contractor’s expense to the requested City job site within 20 weeks from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Contractor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Contractor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff. To the extent assignable, Contractor assigns to City any warranties made by manufacturer’s and suppliers.

The parties agree that the additional information in Exhibit A (Contractor Quote & Description dated 02/03/26, 2 pages) and Exhibit B (Warranty Information, 1 page) are incorporated herein. The parties further agree that all provisions of Exhibits C (4 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Contractor \$37,563.70 for a new Bobcat Model Forklift and all field service necessary for the delivery. The Contract price is approved by the Governing Body.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.

4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

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

[Remainder of this Page Intentionally Left Blank]

PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 17th day of February, 2026.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

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

LIFT TRUCK CENTER, INC.

(Authorized Signature: Name, Title)
Jake Linnebur,

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

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EXHIBIT A (CONTRACTOR QUOTE & DESCRIPTION)

Lift Truck Center



TO : CITY OF BELAIR
BELAIR, KANSAS 67067

Telephone : 308-529-3455
Attention :

Date : 1/13/2026
Quotation : JL 00040
Prepared By : Jake Linnebur
FOB: Delivered

We are pleased to submit the following quotation for your consideration

(1) Bobcat Forklifts G25P-7 LP MMC 2.4L Engine 5,000 lb. Capacity, I. C. Pneumatic Tire Forklift

Configured Options

UL Rating	UL Rated Type LP
Brakes	Oil-Cooled Disc Brakes
Tires	Single Solid Soft-Ride 7.00-15 Drive / 6.50-10 Steer
Mast	3-Stage Full Free Triple High Visibility MFH 189" OAL 86" FFH 60"
Tilt Cylinders	6° Forward / 5° Back
Sideshifter	Integral Sideshifting Fork Positioner 44" Wide
Carriage	Included with Integral Attachment
Forks	Hook Type - Pallet - 1.8" x 4" x 47"
Load Backrest	Included with Fork Positioner
Overhead Guard	Standard Height - 86"
Hydraulic Lines	4-Way For Sideshifting Fork Positioner
Hydraulic Control Valve	4 Section with 4 Levers
Mirrors	Large Rear View Mirrors
Seat	Vinyl Suspension Seat
Seat Belt	Orange
Direction Control	Standard - Lever Direction Control
Grab Bar	Rear Grab Bar with Horn Button
LP Tank Cradle	Swing Down Cradle
Floor Spotlight	Front Blue LED Spotlight (Always On)
Floor Spotlight	Rear Blue LED Spotlight (Gear Activated)
Warning Lights	Strobe - Amber - Mounted Below OHG
Warning Device	Back-Up Alarm (Outside Mount)
Front Work Lights	(2) Front Flood Lights - LED
Rear Work Lights	(1) Rear Flood Light - LED
Radiator	Standard Radiator
Side Panels	Vented Side Plate
Fire Extinguisher	1.5 lb. ABC Type
Warranty	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

EXHIBIT A (CONTRACTOR QUOTE & DESCRIPTION)

Standard Equipment

- MMC 2.4L G424P Engine and ODB
- Power Shift Transmission
- Oil Cooled Disc Brakes
- Power Steering
- Tilttable Steering Column
- Engine Shutdown
- Dual Element Air Cleaner
- LP Tank Mounting
- Interior Tilt Cylinder Covers
- Cup Holder
- Low LP Fuel Warning Light
- Seat Belt Interlock
- Steering Wheel Knob

Other Equipment & Accessories

BOBCAT REBATE APPLIED

Total Equipment And Accessories

\$ 37,563.70

Total Price : \$ 37,563.70

EXHIBIT B (WARRANTY INFORMATION)

The Contractor warrants that the forklift has full warranty coverage for up to 24 months from the purchase date or until the forklift reaches 3,000 miles of use, whichever occurs first.

**EXHIBIT C
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS**

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor shall be in default of this Contract in the event that 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 debt,
 - (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 allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery

shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.

17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by:
 - (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or
 - (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.

e. Exempted from these requirements are:

- (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
- (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
- (3) Contractor who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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**EXHIBIT D
CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to:
 - (a) unemployment insurance benefits;
 - (b) workers' compensation coverage; or
 - (c) health insurance coverage.

Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not:
 - (a) require Contractor to work exclusively for City;
 - (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes;
 - (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate;
 - (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions;
 - (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated);
 - (f) dictate the time of Contractor's performance; and
 - (g) pay Contractor personally;

instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire, Kansas

STAFF REPORT

DATE: 2/13/26
TO: City Council
FROM: Ted Henry, City Manager
SUB: Skyview Park



SUMMARY

The original intent resolution for industrial revenue bonds for the Secure Storage project contained an expiration date that has expired. Construction of the project has proceeded in phases, with the two phases already completed, and construction of a third phase starting soon. Because an updated industrial revenue bond sales tax project exemption certificate will be needed for the third phase of construction, and because an effective intent resolution is required for such exemption certificate, it is necessary to amend the resolution of intent to extend its effective date until December 31, 2026. It is expected that bonds for the third phase of the project will be issued by December 31, 2026.

RECOMMENDATION:

Staff recommends approving the amendment.

RESOLUTION NO. R-26-__

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS AMENDING ITS RESOLUTION NO. R-22-37, WHICH RELATES TO THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUIRING, EQUIPPING AND CONSTRUCTING OF A STORAGE FACILITY TO BE LOCATED IN THE CITY

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the “Issuer”) previously adopted Resolution No. R-22-37 (the “Prior Resolution of Intent”), which evidenced the Issuer’s intent to issue revenue bonds under K.S.A. 12-1740 *et seq.* (the “Act”) in a principal amount not to exceed \$7,000,000 to provide funds to pay the costs of acquiring land, and acquiring, equipping and constructing buildings thereon totaling approximately 67,000-square-feet to serve as a storage facility located in Skyview at Block 49 3rd Addition (the “Project”) and to be leased by the Issuer to Bel Aire Secure Storage, LLC, formerly known as Block 49, LLC, a Kansas limited liability company (the “Tenant”);

WHEREAS, the Prior Resolution contained an expiration date that has passed, and Project construction is ongoing; and

WHEREAS, the Issuer hereby finds and determines that the expiration date of the Prior Resolution of Intent should be extended and that the Prior Resolution of Intent should be amended to modify such expiration date.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. **Amendment.** Resolution No. R-22-37 of the Issuer is hereby amended so that the definition and meaning of Tenant, as used therein, is as follows:

“Section 8. **Effective Date.** This resolution is hereby amended so that it shall remain in effect until December 31, 2026, unless extended by affirmative vote of a majority of the Governing Body.”

Section 2. **Ratification.** As amended hereby, the rest and remainder of the Prior Resolution of Intent is hereby ratified and confirmed. The Prior Resolution of Intent and this Resolution shall be read and construed together.

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on February 17, 2026.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the Governing Body on February 17, 2026, as the same appears of record in my office.

DATED: February 17, 2026.

Clerk

Gilmore & Bell, P.C.
01/20/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON FEBRUARY 17, 2026**

The Governing Body met in regular session at the usual meeting place in the City on February 17, 2026, at 7:00 p. m., the following members being present and participating, to wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS
AMENDING ITS RESOLUTION NO. R-22-37, WHICH RELATES TO THE
ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE
PURPOSE OF FINANCING THE ACQUIRING, EQUIPPING AND CONSTRUCTING
OF A STORAGE FACILITY TO BE LOCATED IN THE CITY**

Thereupon, Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-26-__ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Bel Aire, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Clerk

STAFF REPORT

DATE: February 10, 2026
TO: Ted Henry, City Manager
Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: January Activities

Recreation.

- 100 youth basketball participants continue practices and games. The program will now run through Feb 21st due to postponed games from the recent snow.
- Taekwondo class participation was steady with 15 students.
- Exercise classes were steady with 20 participants.
- December drop in gym use was up with 534 compared to 480 in December.
- VersaSport is on site renovating the playground. Work will continue for several weeks as weather allows.
- Rec staff is gearing up to begin baseball/softball field preparation. WHJBSL and SCA teams are scheduled to begin practicing in early March.
- Full-time Rec staff recently attended the annual Kansas Recreation & Park Association conference.
- Seasonal job openings will soon be posted for lifeguards, reception, and summer camp staff.
- Upcoming programs include Indoor Soccer, Heights Baseball & Softball, Schools Out Camp, and Spring Festival.

Seniors

- 748 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 746 in December.
- Highlights included an AARP presentation on fraud & scams and a session on the benefits of therapeutic massage. In all there were 14 ongoing programs, 6 special activities, and 4 educational sessions.
- Upcoming Senior activities include a planning committee meeting, holiday activities, a presentation on memory support. as well as the many ongoing baseline programs, games, crafts, and communications.





Bel Aire Utility Advisory Committee Meeting Minutes
Wednesday, December 10, 2025, 3:00 pm – 4:30 pm, City Hall Community Room

- 1) Call to Order @ **3 PM**
- 2) Roll Call: X Sean Brata, X Dan Broyles, X Terry Ercolani, X Antonio Kitt, X Bill Moss
Guest – Mayor Benage
- 3) Approval of today’s meeting agenda – **Bill motion, Dan 2nd - approved**
- 4) Sept. 10 (**to be approved at upcoming meeting**), Nov. 19 meeting minutes – **Bill motioned, Dan 2nd - approved**
- 5) New business:
 - A) 2025 year-end review document
 - B) Elections for 2026 - Chair, Vice-Chair, Secretary: Chair (Terry E.), Vice-Chair (Sean), Secretary (Antonio)**
 - C) Sean Brata’s review and comments on water conservation plans (**reviewed and discussed**)
 - D) Baseline water plan: review draft, will have final draft after 2025 ends
 - E) December 2025 “Did You Know? **Antonio motioned, Sean 2nd, approved**
- 6) Round table introductions and discussion of individual comments, suggestions, and concerns.
Terry mentioned the data center (more to follow)
- 7) Next UAC activity: UAC meeting January 14, 2026 @ **3 PM**
- 8) Old, Continuing, and Future Business:
Nothing Significant to Report (NSTR)
- 9) Rainfall, year-to-date (through 11/24/2025)

Location	Inches	Deviation from Average
Bel Aire	38.8	+4.8
Eisenhower Airport	40.6	+7.8

- 10) Calendar:
 - ~~January 2025 – 2025 MWCP final draft review by UAC~~
 - ~~February 2025 – 2025 MWCP to be voted on and approved by UAC~~
 - ~~March 2025 – 2025 MWCP to be voted on at Bel Aire City Council Meeting~~
 - ~~May 17, 2025 – Spring Curbside Clean up~~
 - ~~October 4, 2025 – Fall Curbside Clean up~~
- 11) As may arise
- 12) Adjournment @ **4:30 PM, Antonio motioned, Bill 2nd**

Monthly
**FINANCIAL
REPORT**

**JANUARY
2026**



GENERAL FUND SUMMARY



SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Division: 000 - GENERAL						
40 - REVENUES	9,914,111.93	9,914,111.93	3,415,226.91	3,415,226.91	-6,498,885.02	65.55%
Division: 000 - GENERAL Total:	9,914,111.93	9,914,111.93	3,415,226.91	3,415,226.91	-6,498,885.02	65.55%
Division: 110 - CITY MANAGER						
50 - EXPENSES - PERSONNEL	349,640.73	349,640.73	28,258.23	28,258.23	321,382.50	91.92%
60 - EXPENSES - COMMODITIES	35,495.00	35,495.00	1,743.00	1,743.00	33,752.00	95.09%
70 - EXPENSES - CONTRACTUAL	271,950.00	271,950.00	7,267.47	7,267.47	264,682.53	97.33%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 110 - CITY MANAGER Total:	657,085.73	657,085.73	37,268.70	37,268.70	619,817.03	94.33%
Division: 130 - ENGINEERING						
50 - EXPENSES - PERSONNEL	144,918.60	144,918.60	12,901.03	12,901.03	132,017.57	91.10%
60 - EXPENSES - COMMODITIES	4,100.00	4,100.00	728.72	728.72	3,371.28	82.23%
70 - EXPENSES - CONTRACTUAL	124,720.00	124,720.00	234.53	234.53	124,485.47	99.81%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 130 - ENGINEERING Total:	273,738.60	273,738.60	13,864.28	13,864.28	259,874.32	94.94%
Division: 140 - FINANCE						
50 - EXPENSES - PERSONNEL	345,884.49	345,884.49	29,418.00	29,418.00	316,466.49	91.49%
60 - EXPENSES - COMMODITIES	8,570.00	8,570.00	1,294.69	1,294.69	7,275.31	84.89%
70 - EXPENSES - CONTRACTUAL	95,882.00	95,882.00	28,760.58	28,760.58	67,121.42	70.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 140 - FINANCE Total:	450,336.49	450,336.49	59,473.27	59,473.27	390,863.22	86.79%
Division: 150 - GOVERNING BODY						
50 - EXPENSES - PERSONNEL	22,696.50	22,696.50	1,910.77	1,910.77	20,785.73	91.58%
60 - EXPENSES - COMMODITIES	32,975.00	32,975.00	20,098.43	20,098.43	12,876.57	39.05%
70 - EXPENSES - CONTRACTUAL	32,500.00	32,500.00	3,840.00	3,840.00	28,660.00	88.18%
Division: 150 - GOVERNING BODY Total:	88,171.50	88,171.50	25,849.20	25,849.20	62,322.30	70.68%
Division: 160 - HUMAN RESOURCES						
50 - EXPENSES - PERSONNEL	288,940.56	288,940.56	23,718.10	23,718.10	265,222.46	91.79%
60 - EXPENSES - COMMODITIES	30,595.00	30,595.00	1,912.53	1,912.53	28,682.47	93.75%
70 - EXPENSES - CONTRACTUAL	45,480.00	45,480.00	11,716.55	11,716.55	33,763.45	74.24%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 160 - HUMAN RESOURCES Total:	365,015.56	365,015.56	37,347.18	37,347.18	327,668.38	89.77%
Division: 170 - LEGAL						
50 - EXPENSES - PERSONNEL	192,522.58	192,522.58	24,979.24	24,979.24	167,543.34	87.03%
60 - EXPENSES - COMMODITIES	14,797.00	14,797.00	703.60	703.60	14,093.40	95.24%
70 - EXPENSES - CONTRACTUAL	69,583.00	69,583.00	206.55	206.55	69,376.45	99.70%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 170 - LEGAL Total:	276,902.58	276,902.58	25,889.39	25,889.39	251,013.19	90.65%
Division: 240 - MUNICIPAL COURT						
50 - EXPENSES - PERSONNEL	119,757.75	119,757.75	9,867.44	9,867.44	109,890.31	91.76%
60 - EXPENSES - COMMODITIES	4,100.00	4,100.00	142.30	142.30	3,957.70	96.53%
70 - EXPENSES - CONTRACTUAL	79,445.00	79,445.00	11,384.77	11,384.77	68,060.23	85.67%
Division: 240 - MUNICIPAL COURT Total:	203,302.75	203,302.75	21,394.51	21,394.51	181,908.24	89.48%
Division: 250 - POLICE						
50 - EXPENSES - PERSONNEL	1,821,226.06	1,821,226.06	176,951.89	176,951.89	1,644,274.17	90.28%
60 - EXPENSES - COMMODITIES	213,107.00	213,107.00	2,924.24	2,924.24	210,182.76	98.63%
70 - EXPENSES - CONTRACTUAL	209,945.00	209,945.00	41,667.01	41,667.01	168,277.99	80.15%

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	67.90	67.90	-67.90	0.00%
Division: 250 - POLICE Total:	2,244,278.06	2,244,278.06	221,611.04	221,611.04	2,022,667.02	90.13%
Division: 330 - POOL						
50 - EXPENSES - PERSONNEL	35,325.00	35,325.00	533.43	533.43	34,791.57	98.49%
60 - EXPENSES - COMMODITIES	20,100.00	20,100.00	114.50	114.50	19,985.50	99.43%
70 - EXPENSES - CONTRACTUAL	20,475.00	20,475.00	97.77	97.77	20,377.23	99.52%
80 - EXPENSES - CAPITAL PROJECTS	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%
Division: 330 - POOL Total:	180,900.00	180,900.00	745.70	745.70	180,154.30	99.59%
Division: 340 - DAY CAMP						
50 - EXPENSES - PERSONNEL	20,200.00	20,200.00	622.61	622.61	19,577.39	96.92%
60 - EXPENSES - COMMODITIES	5,350.00	5,350.00	322.86	322.86	5,027.14	93.97%
70 - EXPENSES - CONTRACTUAL	2,150.00	2,150.00	0.00	0.00	2,150.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 340 - DAY CAMP Total:	27,700.00	27,700.00	945.47	945.47	26,754.53	96.59%
Division: 350 - RECREATION						
50 - EXPENSES - PERSONNEL	358,574.71	358,574.71	26,754.97	26,754.97	331,819.74	92.54%
60 - EXPENSES - COMMODITIES	74,950.00	74,950.00	922.23	922.23	74,027.77	98.77%
70 - EXPENSES - CONTRACTUAL	86,163.00	86,163.00	7,566.75	7,566.75	78,596.25	91.22%
80 - EXPENSES - CAPITAL PROJECTS	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00%
Division: 350 - RECREATION Total:	564,687.71	564,687.71	35,243.95	35,243.95	529,443.76	93.76%
Division: 360 - SENIOR SERVICES						
50 - EXPENSES - PERSONNEL	68,492.22	68,492.22	7,134.18	7,134.18	61,358.04	89.58%
60 - EXPENSES - COMMODITIES	4,650.00	4,650.00	484.67	484.67	4,165.33	89.58%
70 - EXPENSES - CONTRACTUAL	15,175.00	15,175.00	23.34	23.34	15,151.66	99.85%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 360 - SENIOR SERVICES Total:	88,317.22	88,317.22	7,642.19	7,642.19	80,675.03	91.35%
Division: 440 - LAND DEVELOPMENT						
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	889.15	889.15	12,460.85	93.34%
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%
Division: 440 - LAND DEVELOPMENT Total:	2,231,710.00	2,231,710.00	889.15	889.15	2,230,820.85	99.96%
Division: 510 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	9,030.85	9,030.85	173,019.31	95.04%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	757.76	757.76	61,697.24	98.79%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	1,757.09	1,757.09	57,162.91	97.02%
80 - EXPENSES - CAPITAL PROJECTS	83,000.00	83,000.00	0.00	0.00	83,000.00	100.00%
Division: 510 - PARKS Total:	386,425.16	386,425.16	11,545.70	11,545.70	374,879.46	97.01%
Division: 610 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	42,350.47	42,350.47	413,134.86	90.70%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	93.48	93.48	25,606.52	99.64%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	19,897.65	19,897.65	85,409.35	81.11%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 610 - PLANNING & ZONING Total:	586,492.33	586,492.33	62,341.60	62,341.60	524,150.73	89.37%
Division: 910 - CITY HALL						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	12,250.00	12,250.00	372.68	372.68	11,877.32	96.96%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	8,135.30	8,135.30	125,464.70	93.91%
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 C.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Division: 910 - CITY HALL Total:	1,510,850.00	1,510,850.00	8,507.98	8,507.98	1,502,342.02	99.44%
Total Revenues	9,914,111.93	9,914,111.93	3,415,226.91	3,415,226.91	-6,498,885.02	65.55%
Total Expenses	10,135,913.69	10,135,913.69	570,559.31	570,559.31	9,565,354.38	94.37%
Fund: 100 - General Fund Surplus (Deficit):	-221,801.76	-221,801.76	2,844,667.60	2,844,667.60	3,066,469.36	1,382.53%

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Division: 200 - STREETS						
40 - REVENUES	1,274,860.00	1,274,860.00	68,902.45	68,902.45	-1,205,957.55	94.60%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	11,697.76	11,697.76	120,840.76	91.17%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	2,919.30	2,919.30	166,280.70	98.27%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	9,973.92	9,973.92	177,660.08	94.68%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	2,649.46	2,649.46	952,350.54	99.72%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 200 - STREETS Surplus (Deficit):	-169,512.52	-169,512.52	41,662.01	41,662.01	211,174.53	124.58%
Total Revenues	1,274,860.00	1,274,860.00	68,902.45	68,902.45	-1,205,957.55	94.60%
Total Expenses	1,444,372.52	1,444,372.52	27,240.44	27,240.44	1,417,132.08	98.11%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-169,512.52	-169,512.52	41,662.01	41,662.01	211,174.53	124.58%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Division: 400 - FUND 10 DEPT 00						
40 - REVENUES	65,000.00	65,000.00	6,144.24	6,144.24	-58,855.76	90.55%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
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%
Division: 400 - FUND 10 DEPT 00 Surplus (Deficit):	60,000.00	60,000.00	6,144.24	6,144.24	-53,855.76	89.76%
Total Revenues	65,000.00	65,000.00	6,144.24	6,144.24	-58,855.76	90.55%
Total Expenses	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
Fund: 400 - Land Bank Fund Surplus (Deficit):	60,000.00	60,000.00	6,144.24	6,144.24	-53,855.76	89.76%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Division: 410 - FUND 08 DEPT 00						
40 - REVENUES	4,571,235.00	4,571,235.00	1,929,937.22	1,929,937.22	-2,641,297.78	57.78%
80 - EXPENSES - CAPITAL PROJECTS	4,477,912.00	4,477,912.00	0.00	0.00	4,477,912.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 410 - FUND 08 DEPT 00 Surplus (Deficit):	93,323.00	93,323.00	1,929,937.22	1,929,937.22	1,836,614.22	-1,968.02%
Total Revenues	4,571,235.00	4,571,235.00	1,929,937.22	1,929,937.22	-2,641,297.78	57.78%
Total Expenses	4,477,912.00	4,477,912.00	0.00	0.00	4,477,912.00	100.00%
Fund: 410 - Bond & Interest Surplus (Deficit):	93,323.00	93,323.00	1,929,937.22	1,929,937.22	1,836,614.22	-1,968.02%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Division: 520 - WATER						
40 - REVENUES	4,062,898.00	4,062,898.00	298,175.20	298,175.20	-3,764,722.80	92.66%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	37,354.08	37,354.08	475,251.09	92.71%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	4,044.55	4,044.55	173,655.45	97.72%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	125,739.95	125,739.95	2,318,518.05	94.86%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	25,857.25	25,857.25	959,457.25	97.38%
90 - EXPENSES - TRANSFERS	298,200.00	298,200.00	0.00	0.00	298,200.00	100.00%
Division: 520 - WATER Surplus (Deficit):	-355,179.67	-355,179.67	105,179.37	105,179.37	460,359.04	129.61%
Total Revenues	4,062,898.00	4,062,898.00	298,175.20	298,175.20	-3,764,722.80	92.66%
Total Expenses	4,418,077.67	4,418,077.67	192,995.83	192,995.83	4,225,081.84	95.63%
Fund: 520 - Water Utility Surplus (Deficit):	-355,179.67	-355,179.67	105,179.37	105,179.37	460,359.04	129.61%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Division: 530 - SEWER						
40 - REVENUES	3,357,963.00	3,357,963.00	334,382.68	334,382.68	-3,023,580.32	90.04%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	43,666.54	43,666.54	441,667.41	91.00%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	1,808.95	1,808.95	392,741.05	99.54%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	161,046.49	161,046.49	2,005,528.51	92.57%
80 - EXPENSES - CAPITAL PROJECTS	1,031,689.44	1,031,689.44	0.00	0.00	1,031,689.44	100.00%
90 - EXPENSES - TRANSFERS	318,315.00	318,315.00	0.00	0.00	318,315.00	100.00%
Division: 530 - SEWER Surplus (Deficit):	-1,038,500.39	-1,038,500.39	127,860.70	127,860.70	1,166,361.09	112.31%
Total Revenues	3,357,963.00	3,357,963.00	334,382.68	334,382.68	-3,023,580.32	90.04%
Total Expenses	4,396,463.39	4,396,463.39	206,521.98	206,521.98	4,189,941.41	95.30%
Fund: 530 - Sewer Utility Surplus (Deficit):	-1,038,500.39	-1,038,500.39	127,860.70	127,860.70	1,166,361.09	112.31%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Division: 540 - FUND 12 DEPT 00						
40 - REVENUES	760,000.00	760,000.00	72,561.58	72,561.58	-687,438.42	90.45%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	0.00	0.00	660,000.00	100.00%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
Division: 540 - FUND 12 DEPT 00 Surplus (Deficit):	0.00	0.00	72,561.58	72,561.58	72,561.58	0.00%
Total Revenues	760,000.00	760,000.00	72,561.58	72,561.58	-687,438.42	90.45%
Total Expenses	760,000.00	760,000.00	0.00	0.00	760,000.00	100.00%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	0.00	0.00	72,561.58	72,561.58	72,561.58	0.00%

Budget Report

For Fiscal: 2026 P

Section XIV, Item C. 6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Division: 550 - FUND 14 DEPT 00						
40 - REVENUES	99,500.00	99,500.00	9,522.70	9,522.70	-89,977.30	90.43%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Division: 550 - FUND 14 DEPT 00 Surplus (Deficit):	-210,500.00	-210,500.00	9,522.70	9,522.70	220,022.70	104.52%
Total Revenues	99,500.00	99,500.00	9,522.70	9,522.70	-89,977.30	90.43%
Total Expenses	310,000.00	310,000.00	0.00	0.00	310,000.00	100.00%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-210,500.00	-210,500.00	9,522.70	9,522.70	220,022.70	104.52%
Report Surplus (Deficit):	-1,842,171.34	-1,842,171.34	5,137,535.42	5,137,535.42	6,979,706.76	378.88%

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	2,844,667.60	2,844,667.60	3,066,469.36
200 - Special Street & Highway	-169,512.52	-169,512.52	41,662.01	41,662.01	211,174.53
400 - Land Bank Fund	60,000.00	60,000.00	6,144.24	6,144.24	-53,855.76
410 - Bond & Interest	93,323.00	93,323.00	1,929,937.22	1,929,937.22	1,836,614.22
520 - Water Utility	-355,179.67	-355,179.67	105,179.37	105,179.37	460,359.04
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	127,860.70	127,860.70	1,166,361.09
540 - Solid Waste Utility	0.00	0.00	72,561.58	72,561.58	72,561.58
550 - Stormwater Utility	-210,500.00	-210,500.00	9,522.70	9,522.70	220,022.70
Report Surplus (Deficit):	-1,842,171.34	-1,842,171.34	5,137,535.42	5,137,535.42	6,979,706.76

City of Bel Aire, Kansas
Treasurer's Quarterly Financial Report
For the Fourth Quarter, Ending December 31, 2025

**Revenue receipts and expenses include fund transfers.*

***All amounts shown are unaudited*

Fund Description	Beginning Balance 10/01/2025	Revenue Receipts	Expenses	Accounts Payable Outstanding	Ending Balance 12/31/2025
General Fund	\$ 3,012,635	\$ 1,624,322	\$ 1,613,073	\$ (23,133)	\$ 3,047,017
Trustee Fund (COP & PBC)	\$ 115,765	\$ 7,761	\$ 96,398	\$ -	\$ 27,129
Special Street & Highway Fund	\$ 406,821	\$ 106,799	\$ 101,126	\$ (628)	\$ 413,123
Drug Forfeiture Funds	\$ 3,653	\$ -	\$ -	\$ -	\$ 3,653
Capital Projects Fund	\$ (15,508)		\$ -	\$ -	\$ (15,508)
Equipment Reserve Fund	\$ 1,319,324	\$ 8,153	\$ 68,850	\$ -	\$ 1,258,627
Capital Projects #2 Fund	\$ 8,850,590	\$ 10,225,775	\$ 5,748,894	\$ 37,924	\$ 13,289,547
Capital Improvement Reserve Fund	\$ 1,837,048	\$ 13,624	\$ 83,366	\$ 11,052	\$ 1,756,255
Land Bank Fund	\$ 3,622,356	\$ 25,967	\$ 165	\$ -	\$ 3,648,158
Bond & Interest Fund	\$ 4,150,819	\$ 19,161	\$ 3,345,796		\$ 824,184
Water Utility Fund	\$ 2,526,581	\$ 985,164	\$ 1,222,291	\$ (67,826)	\$ 2,357,281
Sewer Utility Fund	\$ 4,297,894	\$ 971,239	\$ 516,491	\$ 31,073	\$ 4,721,569
Solid Waste Utility Fund	\$ 363,176	\$ 212,415	\$ 211,257	\$ (45,423)	\$ 409,757
Stormwater Utility Fund	\$ 463,198	\$ 29,494	\$ 392,120	\$ 20,103	\$ 80,469
Total Cash on Hand	\$ 30,954,354	\$ 14,229,874	\$ 13,399,826	\$ (36,858)	\$ 31,821,260

Temporary Notes (Outstanding)	\$ 26,370,000
General Obligation Bonds (Outstanding)	\$ 50,065,000
PBC Revenue Bonds (Outstanding)	\$ 11,090,000
Total Outstanding Debt	\$ 87,525,000

I do hereby certify the above statement to be correct, to the best of my knowledge.

Princess Fonseca, City Treasurer

MANAGER'S REPORT

DATE: February 11, 2026
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: February 17, 2026 Agenda



Appropriations Ordinance (Item VI)

This appropriation ordinance encompasses 01/28/2026 through 02/10/2026 expenses and one payroll cycle. Expenditures amounted to \$1,117,609.85. Of the reported expenses, \$162,638.56 are infrastructure costs for new developments. These costs are paid through special assessments.

Consent Agenda

The consent agenda contains the Minutes of the February 3rd regular meeting.

City Requested Appearances

Ken Lee from Garver will give a presentation on proposed improvements to 45th Street.

Construction Engineering Agreement, 53rd Street Multi-Use Path (Item A)

In 2023, the City applied to WAMPO for grant funding for assistance in constructing a multi-use path along 53rd Street from Woodlawn to Oliver. The City was awarded the grant and signed an agreement with KDOT in July 2025 to have KDOT administer the federal funds. As with any KDOT project, Construction Engineering inspections (CE) must be provided by inspectors that meet KDOT qualifications. City staff does not have the qualifications, or time, to take on this role. However, staff reached out to Sedgwick County in the early development of the project and learned that Sedgwick County can provide Construction Engineering for a relatively low fee. The agreement now before City Council would lay out the terms of payment for these Construction Engineering costs. Per this agreement, KDOT would pay 80% of the Participating Costs of Construction Engineering (CE) up to the upper compensation limit of \$37,551.07. Bel Aire would pay 20% of Participating Costs of CE until Secretary's funding limit is reached, then 100% of Participating Costs after Secretary's funding limit is reached and 100% of Non-Participating Construction Engineering Costs. The City's share of the cost of this project will be financed through a general obligation bond. It is the recommendation of staff to enter into the agreement with KDOT.

KDOT Grant Agreement for High Risk Urban Roads (Item B)

The City was awarded a grant from the High Risk Urban Roads (HRUR) Project through KDOT. This Agreement sets forth the parameters of the grant, the materials provided by KDOT and the City's responsibilities for installation and maintenance of the materials and the intersections covered by the Agreement, which include 53rd and Greenwich (both east and west sides), 45th and Greenwich, 53rd and Oliver and 53rd and Webb.

City Staff have been in discussions with KDOT about the potential for 53rd and Oliver to turn into a 4-way stop, and as long as we are still using the materials provided by KDOT, there are no concerns. It is also noted that KDOT will only be providing one stop sign at the east and west legs of this intersection instead of two, since the City has recently installed LED-lit stop signs at the east and west approach. There are no financial implications for entering into this Agreement with KDOT, other than costs to install and maintain the materials provided per the terms of the Agreement. It is the recommendation of staff to enter into the agreement with KDOT to receive the enhanced markings and signage to install at four intersections covered in the application.

Contract for Forklift Purchase (Item C)

Public Works will need to purchase a forklift to help unload trucks and place material on the mezzanine of the new Public Works facility when needed. Currently, Public Works does not have a forklift and are unable to lift materials on the mezzanine. The City received quotes from five (5) vendors. In your packet, Marty McGee, Director of Public Works, has provided a detailed comparison of the quotes. Lift Truck Center had the lowest quote at \$37,563.70. The lead time is 20 weeks for delivery. Staff recommend the City Council accept the bid from Lift Truck Center, in the amount not to exceed \$37,563.70.

Executive Session (Item XII)

There are two Executive Sessions on the agenda.

Discussion and Future Issues - WAMPO Call For Projects (Item XIII)

WAMPO is starting the Call for Projects for the 2027 – 2030 Transportation Improvement Program (TIP). The Call for Projects is open from February 2 – March 6, 2026. The City needs to prioritize which projects it will submit for funding.