

CONTRACT
FOR
PROFESSIONAL SERVICES

(Skyview at Webb Addition, Phase 1)

This Agreement, made and entered into this 7th day of October, 2025, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and MKEC Engineering, Inc., whose principal office is at 411 North Webb Road, Wichita, Kansas, 67206, Telephone Number (316) 684-9600, (hereinafter called “Consultant”).

WHEREAS, the City is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the Skyview at Webb Addition, Phase 1 (hereinafter called “Project”).

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE

- A. The City will employ the Consultant to perform all necessary professional services described in Exhibit A (Engineer’s Scope of Services, 2 pages) in connection with the Design and Construction Documents included in the Project.

2. THE CONSULTANT AGREES

- A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibit A.
- B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.
- C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant’s or its agents’, officers’ or employees’ intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.
- D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment,

to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.

- E. To comply with the requirements of Exhibits A, B, C, and D, which are attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibit A.
- G. To complete the services to be performed by Consultant within the time allotted in the attached schedule for the Project jointly developed by City and Consultant; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.
- H. To represent and be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the Consultant under this Agreement. Consultant further represents, that all designs, drawings, and other work or material furnished by Consultant, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.
- I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers' Compensation and Employer's Liability Policy that covers claims for injury, disease or death of employees arising out of and in the course of their employment which, for any

reason, may not fall within the provisions of the Workers' Compensation Law. The liability limit shall be not less than:

Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant's employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days' written notice by the insurance company before such policy is canceled. Consultant's Insurance Certificate is attached hereto as Exhibit D.

- J. Consultant further agrees that this Agreement and any subcontracts for work required by this Agreement shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The Consultant agrees to advise the City, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The designated Project Manager shall be the person identified for that role by Consultant in this Project unless otherwise approved by City, which approval shall not be unreasonably denied. Written notification shall be provided to the City for any changes exceeding one week in length of time.

The designated Project Manager will coordinate all aspects of this Project through the City's Project Manager. Any requests from any other staff that would affect the Project schedule must be approved by the City's Project Manager. No request from any party, including the Project Manager, shall affect the Project's identified not-to-exceed cost, unless approved in advance by the City's governing body.

- L. The Consultant shall submit a written (bi-weekly) project report (hereinafter the “Project Report”) to the City’s Project Manager for the duration of the Project. The purpose of the Project Report is to ensure consistent communication, monitor project progress, and maintain compliance with applicable standards and state/federal regulations throughout the design and bidding of the Project. The Project Report shall cover the two-week period ending on the Friday of the reporting week and shall be submitted by the following Monday at noon. Electronic submission via email is acceptable. The Project Report shall include the following items at a minimum:
- a. Overview of the Project’s current status: to include status of water plans, sanitary sewer plans, storm sewer/grading plans and paving plans; and
 - b. Update on compliance of permits needed for the Project: KDHE water, KDHE sewer, NPDES, other permits as relevant and/or necessary
 - c. Overview of the Project schedule: including anticipated time of plan submission to the City for review and anticipated project bidding
 - d. Identification of issues or challenges affecting the project (hazards uncovered, permitting delays, etc.) and strategies on mitigation
 - e. Proposed solutions or recommendations to address identified issues.
 - f. Any additional information requested by the Project Manager relevant to the Project.
 - i. If any of the above six items are not applicable, the Project Manager and Consultant will confirm which provisions are not applicable in the Project Report, and shall formalize in writing.
 - ii. If there is no information to report on any of the above six items, the Project Manager and Consultant will determine whether a Project Report is necessary, and shall formalize in writing.
- M. To attend meetings with the City and other local stakeholders as requested by the City’s Project Manager or designee.

3. THE CITY AGREES

- A. To furnish all available data pertaining to the Project now in the City’s files at no cost to the Consultant. Confidential material so furnished will be kept confidential by the Consultant.
- B. To provide standards as required for the Project.
- C. To pay the Consultant for its services in accordance with the requirements of this Agreement.

- D. To provide reasonable right of entry for Consultant's personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City's Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant in a timely fashion.
- G. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detailed in Exhibit A, a total fee established as follows:

- A. Payments to the Consultant for the performance of Engineering Design services required by this Agreement shall be as defined in Exhibit A and is limited to a lump sum fee (including reimbursable expenses) of one hundred ninety thousand six hundred sixty three dollars (\$190,663.00) to be paid on scope of work as outlined in Exhibit A, and which shall constitute complete compensation for the services.
- B. Payments to the Consultant for the performance of Construction Administration services required by this Agreement shall be as defined in Exhibit A and is limited to a not-to-exceed fee (including reimbursable expenses) of seventy six thousand two hundred sixty four dollars (\$76,264.00) to be paid on scope of work as outlined in Exhibit A, and which shall constitute complete compensation for the services.
- C. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued

performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City. This provision shall be interpreted in conformity with the Kansas Fairness in Public Construction Contract Act.

- D. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:
 - a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.
 - b. Additional design services not covered by the scope of this Agreement that City requires to be added to the project due to significant modifications to scope or design by City. Consultant and City will mutually agree upon the change in scope and an equitable adjustment in design services fee, identified within the executed Supplemental Agreement.
- E. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV. C. above.
- F. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibit A.

5. TIME OF COMPLETION

The Consultant agrees to complete all Design Phases of this Project as follows:

- A. The Consultant agrees to complete the phases of this Project as indicated on Exhibit A, subject to reasonable availability of City resources and circumstances of force majeure.
- B. The City agrees to cooperate with the Consultant in reviewing drawings and data submitted and to make necessary decisions promptly to facilitate completion in the scheduled time, and the City agrees to furnish promptly to the Consultant, upon written

request, any approvals and instructions required to be given by the City to the Consultant under the terms of the Agreement.

6. TERMINATION OF AGREEMENT

- A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.
- D. Dissolution of the firm of MKEC Engineering, Inc., for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

7. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The

City agrees to hold the Consultant harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.

- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.
- D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- F. The Consultant agrees to employ structural, mechanical and electrical engineers, if necessary, as determined by the Consultant and City jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses and are included in the fixed Project fee.
- G. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 7th day of October, 2025.

SIGNED by the Mayor on the _____ day of October, 2025.

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 Consultant on the 29th day of September, 2025.

MKEC ENGINEERING, INC.



(Authorized Signature: Name, Title)

Jason A. Gish, PLA, Principal

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

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EXHIBIT A (CONSULTANT'S SCOPE OF SERVICES)

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City. In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Soils and Foundation Investigations. The CONSULTANT will direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of conducting and administering soils and boring investigations will be the responsibility of the CITY at actual cost.
2. Identify all known potential utility conflicts and present recommended solutions to such conflicts by providing prints of plans to each utility identifying the problem locations. CONSULTANT shall coordinate design with utility company representatives as required to review the PROJECT design and interpret engineering drawings.
3. Prepare engineering plans, plan quantities, bid manual, and supplemental specifications as required. Any costs accrued for permitting and/or review fees, associated with the construction of this project will be the responsibility of the CITY at actual cost.
4. Provide quality control review prior to submission of project deliverables.
5. Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI).
6. Permits. The CONSULTANT shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also, if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The CONSULTANT shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the CONSULTANT.
7. Propose a construction sequence for orderly construction of the project, where determined necessary during design.
8. Complete and deliver construction documents, supplemental specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below.
 - a. Plan Development for all petitioned improvements by 120 days from notice to proceed.
9. Assist CITY in the bid process. Coordinate bid advertisement and/or negotiated bid on behalf of the CITY and developer.
10. Engineering plans, bid manual, and any supplemental specifications will be held and distributed by CONSULTANT on behalf of the CITY.
11. Respond to contractor questions and issue addenda as necessary to bid the Project.
12. Assist with bid evaluations and contractor recommendations.

B. PHASE II – CONSTRUCTION

1. Prepare contract documents, coordinate with the contractor, and assemble contract manual.
2. Perform or provide construction surveys, staking, and measurements needed by the Contractor to construct the Project.
3. Assist the CITY with responses to request for information (RFIs) and provide guidance in the proper

interpretation of the Contract Documents through consultation with the CITY.

C. PAYMENT PROVISIONS

1. Payment to the CONSULTANT for the design phase engineering services required by this agreement shall be made on a lump sum fee amount as specified below:

SKYVIEW AT WEBB ADDITION – PHASE 1

Storm Water Drainage	\$ 69,316.00
Paving Phase 1	\$ 59,268.00
Sanitary Sewer Phase 1	\$ 33,039.00
Water Distribution System Phase 1	\$ 29,040.00
TOTAL	\$190,663.00

2. Payment to the CONSULTANT for the construction phase services including requests for information required by this agreement shall be made on an Hourly, Not-to-Exceed fee amount as specified below:

SKYVIEW AT WEBB ADDITION – PHASE 1

Storm Water Drainage	\$ 27,726.00
Paving Phase 1	\$ 23,707.00
Sanitary Sewer Phase 1	\$ 13,215.00
Water Distribution System Phase 1	\$ 11,616.00
TOTAL	\$ 76,264.00

3. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

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EXHIBIT B (CONSULTANT'S 2025 HOURLY RATE SCHEDULE)

MKEC Engineering, Inc.

2025 HOURLY RATE SCHEDULE

Classification	Billing Rate per Hour
Principal/Project Manager	226.00
Senior Engineer	212.00
Engineer Level I/Landscape Architect I.....	167.00
Engineer Level II/Senior Technician/Landscape Architect II.....	152.00
Clerical	82.00
Survey Team/2 Man.....	230.00
Survey/GPS	230.00
Survey/Leica	500.00
PLS	152.00
Inspector	152.00
Technician I.....	134.00
Technician II.....	99.00

EXPENSES:

Xerox Copies	Current Market Rate
Plot Prints.....	1.10 per S.F.
Color / Mylar Plot Prints	2.50 per S.F.
Mileage	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants.....	Cost + 10%

EXHIBIT C (CONSULTANT'S INSURANCE CERTIFICATE)


Client#: 1253178		MKECENG		DATE (MM/DD/YYYY) 7/21/2025			
ACORD™		CERTIFICATE OF LIABILITY INSURANCE					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER USI Insurance Services, LLC 5440 W. 110th Street, Ste 100 Overland Park, KS 66211 913 385-7000		CONTACT NAME: Beth Lash PHONE (A/C, No, Ext): 913 385-7000 FAX (A/C, No): 913-385-7007 E-MAIL ADDRESS: beth.lash@usi.com					
INSURED MKEC Engineering, Inc. 411 N Webb Rd Wichita, KS 67206-2521		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Phoenix Insurance Company		25623			
		INSURER B: Travelers Property Casualty Ins. Co		36161			
		INSURER C: Farmington Casualty Company		41483			
		INSURER D:					
		INSURER E:					
INSURER F:							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Y660B4667544PHX25	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAB46680552543G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10000			CUPB46776052543	07/01/2025	07/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UBB46685162543G	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Phase 1, Skyview at Webb Addition. Certificate Holder is primary and non-contributory Additional Insured as respects General Liability, Auto & Umbrella when required by written contract. 30 day notice of cancellation applies except 10 day notice for nonpayment of premium.							
CERTIFICATE HOLDER				CANCELLATION			
City of Bel Aire, Kansas 7651 E Central Park Ave Bel Aire, KS 67226				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

EXHIBIT D

CITY OF BEL AIRE, KANSAS MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor/Consultant 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/Consultant 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/Consultant 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/Consultant may only receive such coverages if provided by Contractor/Consultant or an entity other than City. Subject to the foregoing, Contractor/Consultant 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/Consultant's operations or the performance of services by Contractor/Consultant hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor/Consultant to work exclusively for City; (b) establish means or methods of work for Contractor/Consultant, 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/Consultant a salary or hourly rate, but rather will pay to Contractor/Consultant a fixed or contract rate; (d) provide training for Contractor/Consultant on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor/Consultant (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor/Consultant's performance; and (g) pay Contractor/Consultant personally; instead, City will make all checks payable to the trade or business name under which Contractor/Consultant does business.
4. Contractor/Consultant 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/Consultant 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/Consultant is given written permission to have other parties on the site, and Contractor/Consultant engages any other party which may be deemed to be an employee of Contractor/Consultant, Contractor/Consultant will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor/Consultant has and hereby retains control of and supervision over the performance of Contractor/Consultant's obligations hereunder. Contractor/Consultant agrees to retain control over any allowed parties employed or contracted by Contractor/Consultant 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/Consultant.
8. Contractor/Consultant 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/Consultant and Contractor/Consultant 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/Consultant 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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