

1 CONTRACT

2 FOR

3 PURCHASE (1" Hard Rock)

4 This Contract is entered into this 3rd day of June, 2025, by and between the City of Bel
5 Aire, Kansas, a municipal corporation, (hereinafter called "City") and NorthRidge Trucking LLC.,
6 a domestic limited liability company, whose principal office is at 6033 North Ridge Road, Maize,
7 Kansas, 67101, Telephone Number (316) 721-3862, (hereinafter called "Contractor").

8 WHEREAS, City continues to examine and maintain all roads within the Aurora Park
9 Gravel Road Project. The total lengths and widths of four individual street lengths and widths were
10 provided to Contractor for a quote of 1" Hard Rock; and

11 WHEREAS, Contractor is a sole source provider of the type of gravel rock needed for the
12 four individual streets within the Aurora Gravel Road Project; and

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

15 NOW, THEREFORE, the parties hereto agree as follows:

- 16 1. Scope of Services. Contractor shall deliver 752 tons of 1" Hard Rock to City at the drop
17 site of 3807 Harding Street, Bel Aire, KS, 67220. All 1" Hard Rock shall be delivered at
18 Contractor's expense to the requested City drop site within 3 weeks from the time of
19 ordering. Any extension of the delivery date is within the City's sole discretion. Failure of
20 the Contractor to timely deliver the equipment shall allow City to cancel the contract
21 without payment or penalty.

22 The parties agree that the additional information in Exhibit A (1 page) are incorporated
23 herein. The parties further agree that all provisions of Exhibits B and C (6 pages) are
24 effective between them and govern this Contract.

- 25 2. Compensation. City agrees to pay Contractor \$24,064.00 for 752 tons of 1" Hard Rock.
26 The Contract price is approved by the Governing Body on June 3, 2025.

- 27
28 3. Incorporation of Documents. Exhibit B (Bel Aire's Mandatory Terms and Conditions
29 Attachment) and Exhibit C (Bel Aire's Mandatory Independent Contractor Addendum) are
30 attached hereto and are incorporated into this Contract as essential terms.

- 31
32 4. Entire Agreement. This Contract and the documents incorporated herein contain all the
33 terms and conditions agreed upon by both parties. No other understandings, oral or
34 otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind

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

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

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

APPROVED by the Mayor on the _____ day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of June, 2025.

NORTHRIDGE TRUCKING, LLC.

(Authorized Signature: Name, Title)

Triston Malcom, Fleet Manager/Semi Dispatch

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

EXHIBIT A

The lengths and widths of the 4 individual streets that were provided to Contractor for a quote of 1" Hard Rock, are below.

Parkwood and 38th to Harding and 39th: 1,420' Length & 24' Width

Harding and Battin to Dead End: 1,022' Length & 27' Width

Harding to Oliver on 40th Street: 577' Length & 23' Width

Parkwood from 39th to 40th Street: 864' Length & 21' Width

Total Length and Width: 3,883' Length & 135' Width

Based upon the above measurements, Contractor determined the approximate amount of 1" Hard Rock needed for the total length, total width, at 2" thickness is an approximate amount of 752 tons.

1" Hard Rock is \$32.00 a ton. Contractor's trucks hold 27 to 28 tons per load. The total price of \$24,064.00 is a delivered price (freight included) to the drop site. The total price is based upon full semi loads and is good for 90 days.

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153 **EXHIBIT B**

154
155 **CITY OF BEL AIRE, KANSAS**
156 **MANDATORY TERMS AND CONDITIONS**
157

158 The attached Purchase Order/Quotation, along with these Terms and Conditions shall together
159 serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the
160 Contractor named on the Purchase Order/Quotation.
161

- 162 1. The delivery of equipment, material, supplies and/or services listed on the Purchase
163 Order/Quotation shall be FOB the City's project site or other location affirmed in writing
164 by an authorized City official.
165
- 166 2. After the items listed on the Purchase Order/Quotation have been delivered and accepted
167 as conforming goods or services by an authorized City official, the City will approve
168 payment to the Contractor of the amount due made according to the City's standard
169 accounting practices.
170
- 171 3. No additional terms or conditions, other than those stated herein, and no agreement or
172 understanding in any way modifying the terms and conditions herein stated, shall be
173 binding upon the City unless in writing and signed by the City Attorney. In case of conflict
174 among terms with this Contract, those stated in this Exhibit A shall control.
175
- 176 4. The goods, equipment and services specified in this Contract are for the City's exclusive
177 use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall
178 not be imposed, and Contractor will refund the same if included in the price paid. The
179 City's exemption certificate will be furnished where required or upon request.
180
- 181 5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless
182 otherwise specified. No freight or express charges will be allowed on the invoice unless
183 previously agreed upon and provided for on the original purchase order and separately
184 approved by an authorized City official.
185
- 186 6. This order must not be filled at a higher price than quoted without specific authorization
187 granted by the City's Governing Body.
188
- 189 7. When the items shown on this order have been delivered, the Contractor is to mail an
190 invoice for the same to the department address shown on these contract documents, with a
191 copy separately to the City Treasurer. Partial payments will be made only when agreed
192 upon prior to issuance of the Purchase Order/Quotation and approved by the City's
193 Governing Body.
194
- 195 8. The City and Contractor agree that this Contract shall be interpreted under the laws of the
196 State of Kansas without regard to its choice of law provisions, and that venue of any dispute
197 requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County,
198 Kansas.

- 199
- 200 9. No party shall be required to submit any dispute to arbitration, but a good faith mediation
- 201 attempt shall be a condition precedent to litigation as a resolution process. The parties
- 202 waive trial by jury.
- 203
- 204 10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may
- 205 be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
- 206
- 207 11. The City shall not be required to purchase insurance against any liability loss or damage to
- 208 which this Contract relates. The Contractor shall bear the risk of loss to any person or
- 209 property over which it has authority or control, however exercised.
- 210
- 211 12. This Contract shall be interpreted and implemented so that the City remains in compliance
- 212 with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and
- 213 all other laws of the State of Kansas. The City retains the right to unilaterally modify or
- 214 terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may
- 215 be deemed to violate the terms of such laws.
- 216
- 217 13. The obligation to supply goods or services under this Contract is personal to this
- 218 Contractor, and cannot be assigned, subcontracted or transferred to another without the
- 219 written consent of the City.
- 220
- 221 14. This Contract is intended solely for the benefit of the City and the Contractor. The parties
- 222 do not intend that it benefit, either directly or indirectly, any third party. No third party
- 223 may sue for damages based on the terms or performance of this Contract.
- 224
- 225 15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or
- 226 consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
- 227 (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
- 228 (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt
- 229 or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer
- 230 seeking reorganization or an arrangement with creditors, or taking advantage of any
- 231 bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law
- 232 or statute or admits the material allegation of a petition filed against it in any legal
- 233 proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing
- 234 any of the above actions.
- 235
- 236 16. Goods or equipment delivered and/or services rendered hereunder must be made according
- 237 to the terms of this Contract both as to time and quantities, with City reserving the right to
- 238 cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to
- 239 the times specified. If no schedule for delivery appears otherwise in the Contract, delivery
- 240 shall be completed in a reasonable time, judged by the continuing utility to and viability of
- 241 the City's related project or service.
- 242
- 243 17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods
- 244 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) Contractors 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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337 **EXHIBIT C**

338
339 **CITY OF BEL AIRE, KANSAS**
340 **MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**
341

- 342 1. The parties agree Contractor shall satisfy all tax and other governmentally imposed
343 responsibilities including, but not limited to payment of state, federal, and social security taxes;
344 unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or
345 local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City
346 for its failure to comply with Contractor's responsibilities under this paragraph.
347
- 348 2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits
349 from City, including but not limited to: (a) unemployment insurance benefits; (b) workers'
350 compensation coverage; or (c) health insurance coverage. Contractor may only receive such
351 coverages if provided by Contractor or an entity other than City. Subject to the foregoing,
352 Contractor hereby waives and discharges any claim, demand, or action against City's workers'
353 compensation insurance and/or health insurance and further agrees to indemnify City for any
354 such claims related to Contractor's operations or the performance of services by Contractor
355 hereunder.
356
- 357 3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work
358 exclusively for City; (b) establish means or methods of work for Contractor, except that City
359 may provide plans and specifications regarding the work but will not oversee the actual work.
360 City may establish performance standards for the contracted outcomes. (c) pay to Contractor a
361 salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide
362 training for Contractor on performance of the services to be done; City may provide
363 informational briefing on known conditions. (e) provide tools or benefits to Contractor
364 (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's
365 performance; and (g) pay Contractor personally; instead, City will make all checks payable to
366 the trade or business name under which Contractor does business.
367
- 368 4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever,
369 or to incur debts or liabilities in the name of or on behalf of City.
370
- 371 5. Unless given express written consent by City, Contractor agrees not to bring any other party
372 (including but not limited to employees, agents, subcontractors, sub-subcontractors, and
373 vendors) onto the project site.
374
- 375 6. If Contractor is given written permission to have other parties on the site, and Contractor
376 engages any other party which may be deemed to be an employee of Contractor, Contractor
377 will be required to provide the appropriate workers' compensation insurance coverage as
378 required by this Agreement.
379
- 380 7. Contractor has and hereby retains control of and supervision over the performance of
381 Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties
382 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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