



**ON-CALL SERVICES FOR INSTALLATION OF WATER SERVICE UTILITY LINES
REQUEST FOR BID (RFB) No. 2026-001**

CITY OF BEL AIRE, KANSAS

June 8, 2026

The City of Bel Aire, Kansas ("City") is soliciting bids for **On-Call Services for Installation of Water Service Utility Lines**.

Each Contractor must mail or submit a printed copy of all items listed in the **Summary of Required Submittals** to Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, Kansas, 67226 no later than **5:00 p.m. June 30, 2026**. All submittals shall be submitted in a manila envelope with "RFB 2026-001" written on the front of the envelope. All submittals will be opened and reviewed on **July 1, 2026, at 8:30 a.m.** at Bel Aire City Hall.

This RFB seeks to establish a one-year contract with an annual option to renew for two additional one-year periods, with a licensed, experienced contractor capable of installing water services ranging from 1-inch to 2-inch in size.

The City is currently experiencing rapid growth with over 750 platted lots in various stages of development. The City has averaged 120-150 new service installations per year for the last 3 years. The City anticipates this volume of new service installations for the next 2-3 years.

Late responses will not be accepted and will not receive further consideration.

Questions about this RFB must be submitted in writing to **Marty McGee** at mmcgee@belaireks.gov by **5:00 p.m., June 15, 2026**. Questions of a substantive nature will be answered in written form as an addendum and posted on the City's website (www.belaireks.gov/bids) by **5:00 p.m., June 17, 2026**. **Respondents are responsible for checking the website and acknowledging any addenda in their response.**

1. The following dates are provided to assist Respondents in planning participation in the project and are subject to change without notice:

Issuance of RFB.....	June 08, 2026
Last Date to Request Clarifications, Information and Questions.....	5:00 p.m., June 15, 2026
Last Addendum Issued (If needed).....	5:00 p.m., June 17, 2026
Proposals Due	5:00 p.m., June 30, 2026
Bid Opening at Bel Aire City Hall.....	8:30 a.m., July 01, 2026
Consideration of Agreement – Bel Aire City Council.....	July 21, 2026

2. The Contractors will guarantee all work done to be free of defects for a period of two years after completion. If the Department discovers a leak, a dry set (no water), or settling of the meter box, the pipe trench, and any excavation done on the property, any defect(s) or unsafe condition during the warranty period; the Department Staff will notify the Contractor by phone or email. The Contractor has 72 hours (three calendar days) from notification to remedy the problem. If the Contractor fails to address

the issue within 72 hours of notification, the Department will proceed with the repairs and the Contractor will be billed for the repair costs incurred.

3. Prior to any excavation, the Contractor will call for the location of all underground utilities using the KS One Call system. The Contractor will be responsible for the repair of any damage caused to any underground utilities. If the Contractor damages an underground utility, the Contractor will notify the owner of that utility and will follow instructions given by the owner of the utility. The Contractor will bear all repair and restoration costs incurred for repairs to the damaged utilities.
4. The Contractor will not operate any valves on the Water Distribution system without approval from authorized representatives of the City.
5. The Contractor will protect all shrubs, trees, fences, poles, and all other assets, unless the homeowner, in writing, authorizes their removal. The Contractor will restore yards, driveways, drive approaches, building skirts, fences, parking lots, damage to the irrigation system, and other property disturbed during construction. The Contractor will restore turf, shrubs, flowerbeds, fences, and other yard elements to the satisfaction of property owners. All restoration work will be completed within 21 (twenty-one) working days after the Service Order was issued. Failure to complete restoration within 21 working days will result in the City undertaking the work and billing the Contractor for all costs incurred. The Contractor will act promptly to maintain and restore all disturbed surfaces. The Contractor will remove surplus material, tools, and equipment at the end of each day. The Contractor will haul away all dirt, rubbish, and excess material from the excavation site after completion of work at each location, and will leave the construction site clean and pleasing in appearance. The Contractor will give the completed excavation and adjacent areas final dressing with hand rakes if necessary. Should there be a delay, the Contractor will communicate with the property owner and City staff about the delay in completing the repair and restoration work. All complaints and concerns brought to the attention of the city will be promptly addressed by the contractor.
6. The cost of paving repairs need not be included in the Formal Bid. However, at any location where paving or sidewalk must be cut and removed, the Contractor will be responsible for coordinating the installation of both temporary and permanent repairs of the damaged concrete in accordance with established procedures with the City of Bel Aire Public Works and Engineering Departments.

All sidewalks and paving removed for the service line installation shall be made safe before the contractor leaves the job site. At minimum, the following procedures must be followed if the contractor leaves the job site open and unattended: caution tape and cone off the work area.

The Contractor will provide a price quote for street cut services including street repairs and setting up traffic signs. The Contractor will charge a fair market price for the cut and repair to be billed to the Department and negotiated prior to the service line installation. The Contractor will be responsible for all traffic control device installation and removal.

7. Water Department personnel reserve the right to inspect all or any part of the installation and restoration work, including but not limited to, all materials used. For all communications on the project, Contractors shall communicate closely with Public Works Director Marty McGee, Mmcgee@BelAireks.gov. Contractor's representative shall notify Marty when Contractor's crews are at a site installing the new service line at the location.
8. Installation of water services will comply with Standard Engineering Procedure Engineering Standard Water Service Detail WL-102 (disregard the Air Release Assembly, the Typical 2" Meter Setting and the 2" Service Outlet Assembly). 1" Copper tubing size polyethylene pipe will be used on both the inlet

and outlet side of the meter setting on “shorts”, and on the other side (pigtail) of the “longs”. (All pigtails must be polyethylene.)

9. Taps on water mains made for water service line(s) will be made directly across from the meter box at all times. Should there be any offsets it shall be noted in an email to the Public Works Director.
10. Upon completion of each service line installation, the Contractor must notify Public Works by email and detail which addresses are completed. Job completion is defined as; new service line can be placed in service, construction area is free of excess dirt and debris, yard and site restored is completed, no pending work remains at this location, and all work ordered is completed within 21 days of notification to contractor.
11. The Contractor will comply with Best Management Practices in accordance with the National Pollution Discharge Elimination System (NPDES) Guidelines. The BMPs shall cover only the area excavated and worked in by the Contractor to install a new water service. Neither the Department nor the Contractor will be responsible for BMPs outside the scope of work done by the Contractor.
12. The installed water meter shall be upright, level, and the meter box shall be free of mud, dirt, and debris. All water meter cans must be level and installed in the road right-of-way. If there is a sidewalk, the meter can must be between the back of the curb and the sidewalk.
13. The City is required to install assigned services within 28 days of receiving the order from the customer. The Contractor shall receive the order from City staff within 7 days of the City’s receipt of the customer order. The Contractor must install the assigned services before the City’s completion date. If the Contractor encounters a situation that keeps them from meeting the deadline, the Contractor or his representative shall contact by email the following individuals: the individual (builder, plumber, etc.) listed on the work order (listed as contact) and City of Bel Aire staff: Marty McGee. The Contractor shall notify Marty McGee via email, the next business day to keep the City informed of the situation. Failure to notify the requesting party and City staff in writing of the delay will be considered as non-compliant with bid specifications. It is imperative the Contractor communicates at all times with City staff using City email only.
14. If a Contractor fails to complete the assigned work and not fulfill the contractual obligation, in accordance with the Department guidelines, is found to be negligent, disregards the laws, substantially breaches the bid specifications; the Public Works Department shall terminate the contract with a written notice to the Contractor. Upon termination of the contract immediately, the Contractor shall be paid the contracted price for the work actually completed and upon such payment being made all obligation of the Department will be deemed as being fulfilled.

Utility Line Materials Specifications:

A. General

Service line materials are to be furnished by the Contractor under this contract includes corporation stops, service saddles, service tubing, unions and couplings, inserts, copper meter setters, meter boxes, meter rings, ERT lids, and pigtails.

The Department will furnish 20”x1” tapping saddles where taps on 20” water lines are to be made. The Contractor will furnish saddles for all other taps, which will be on 16” or smaller mains. Main sizes can range from 2” to 20”.

B. Corporation Stops

Inlet for corporation stops will be 1" AWWA thread. Outlet will be pack joint type for copper tubing or copper tubing size polyethylene.

Corporation stops will be: Ford F1000-4-NL, A.Y. McDonald 4701-22, Mueller P 15008, or Cambridge Brass 302-A4B4.

C. Service Saddles

Service saddles will be non-lead bronze with silicon bronze straps and bronze nuts.

Acceptable brands and styles are: Ford S90-604, Ford S90-804, Ford S-90-1204, A.Y. McDonald 3805, Mueller H13441, Mueller H13442X1, Cambridge Brass 810-750- A4, or Cambridge Brass 810-962-A4. Brass must be low lead, in conforming to current regulations.

D. Service Tubing

- a. Plastic tubing will be Polyethylene Style 3408 or 3416, copper tubing size unless otherwise specified; high-density or high-molecular weight; meet or exceed the requirements of Commercial Standard CS255-63 and be NSF approved; have a minimum working pressure of 200 psi with a minimum, burst pressure of 630 psi at 23EC. Yardley, Clear Cor Pro Core is not acceptable.

E. Unions and Couplings

Unions and couplings will be compression type with AWWA thread.

Unions and couplings to place tube will be pack joint.

Unions and couplings will conform to the following sizes, ends, and manufacturers:

1" unions, 3-part copper pack joint to copper compression:

Ford C44-44, A.Y. McDonald 4758T-22, Mueller P15403, or Cambridge Brass 118-B3B3

1" couplings, copper pack joint to outside IPT:

Ford C84-44, A.Y. McDonald 4754T-22, Mueller P15451, or Cambridge Brass 117-B4M4

1" couplings copper pack joint to inside IPT:

Ford C14-44, A.Y. McDonald 4754T-22, Mueller P15428, or Cambridge Brass 118-B4F4

F. Inserts

Polyethylene service lines will be strengthened with 1" inserts where connected to corporations, couplings, unions, or meter setters. Inserts will be stainless steel and will be Mueller 504385, Ford 52, Hays 6136, or A.Y. McDonald 6133T.

G. Meter Setters

Meter setters will be furnished with 360-degree Teflon-coated ball valves and without saddle nuts. Inlet and outlet connections will be pack joint type fitting for copper tubing size polyethylene.

1" Setters: Ford V84 WR44-44, A.Y. McDonald 32-4 HNTT-44157094, or Mueller B2474R

H. Meter Boxes

Height: 24"

Inside Diameter: 21.0" minimum, 21.5" maximum

Type: unslotted

Material: Polyvinyl chloride, made of Class 12364 polyvinyl chloride that conforms to the current ASTM d1784 standard, formed into a seamless tube with straight wall and minimum wall thickness of 0.432". Box ends will be smooth and even. All surfaces of the boxes will be white in color.

I. Meters and ERT's

City will install all meters and ERT's.

J. Meter Rings and ERT Lids

Meter rings and ERT lids will be provided by Contractor. Meter rings will be cast 35,000 psi good gray cast iron free from impurities and foreign bodies insofar as is customary in the industry. The ERT meter box lid will fit the meter ring per Bel Aire Specification, Standard Engineering sheet.

GENERAL SPECIFICATIONS

1. BID ITEMS

The bid price for installation of new short and long water service lines. The price shall include all labor, supply of specified materials, required equipment to excavate the pipe trench, make the water tap and install the road crossing and any other items required to fully construct and complete the installation of service lines.

2. RESTORATION

Contractors shall, as a condition of final payment, restore all right-of-way and adjacent private property that have been disturbed, damaged, or otherwise affected by the installation of the service line. The restoration work completed shall be equal to or better than existed prior to the commencement of construction of the service line. Such restoration shall include but not limited to: regrading and seeding and/or sodding of areas where grass was planted and growing prior to construction; provided however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth. If the customer requires sod rather than seed, the Contractor will use sod. The Contractor shall have no responsibility to ensure growth of such seeded/sodded area (s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such work in the same manner as is responsible for the performance of the contract work.

The Contractor shall be responsible for the restoration of yards, driveways, drive approaches, building skirts, fences, gates, parking lots, damage to the irrigation system, and other property disturbed during the installation of the service line.

3. COMMUNICATION

Good, open, and constant communication between the Contractor's representative (s) and the City personnel is critical for successful and timely completion of the service line installation and closeout of the work orders. All communication with City staff shall be via email. Phone conversations shall be followed up with an email to City Staff with a brief overview of what was discussed.

City Representatives:

- a. Public Works Director
Marty McGee: mmcgee@belaireks.gov
Office: 316-744-2888
- b. Assistant Public Works Director
Jon Stehman: jstehman@belaireks.gov
Office: 316-744-2888

Contractor's representative shall email both Marty McGee and Jon Stehman to keep them informed of the start and completion date of each grouping of service line installs. City representatives reserve the right to visit the job site to inspect the service line installation, clean up, and restoration work for each address/location of the new service line installation prior to closing out the work order. All safety concerns brought to the attention of the contractor shall be fully resolved within twenty-four (24) hours of initial contact by City Staff.

4. BACKFILL REQUIREMENTS

All trenches shall be backfilled with sand. Sand backfill material shall be flushed and shall be placed in six (6) feet maximum lifts when the trench is within alley or street right-of-way, and in 12 (twelve) feet maximum lifts when the trench is outside of alley or street right-of-way. Each lift shall be thoroughly consolidated. All holes opened up shall be filled with sand up to one foot (1') from the top and flushed with water and vibrated. At the meter setter, fill the hole up to the bottom of the setter. Remove all excess dirt, excavated material and debris from the job site. All sand used for backfilling shall be clean and free of debris.

5. UNDERGROUND IRRIGATION SYSTEMS

Properties within the project area may have underground irrigation systems (lawn sprinklers) which could conflict with the trench excavation and installation of new service lines. Contractor shall remove such components as needed during the construction of the project, salvage all sprinkler heads, valves, operators, controllers, and associated equipment for reinstallation. Portions of underground irrigation systems not in conflict with new construction shall be protected from damage. The Contractor is to communicate with property owner to ensure that work completed as part of the service line project does not adversely affect the operation of the existing irrigation system on private property. The Contractor is to coordinate final site restoration with the property owner to ensure the system is operating as previously before the service line work project commenced. All work associated with this effort will not be paid for separately.

6. SAFETY EQUIPMENT

Contractor is responsible for furnishing and installing all required SAFETY EQUIPMENT to ensure that all open holes and excavation areas made are protected and safe at all times. The use of required shoring equipment, ladders, dewatering pumps etc. may be necessary. All pipe trenches must comply with OSHA guidelines and be made safe at all times for personnel to enter the trench and perform the required work. All safety equipment supplied, installed and maintained shall meet/exceed and comply with OSHA requirements. All unsafe trenches or holes shall be brought to the attention of the contractor's representatives for immediate correction. All open holes and trenches shall be secured and cordoned off using approved orange fence at all times to protect the citizens and members of the public.

7. DEFAULT OF CONTRACT

The contractor shall be considered to be in default of the contract if but not limited to the following items by the Contractor:

- a. Fails to begin and complete the installation of the new water service line; all cleanup and restoration of all disturbed areas to its original condition within 21 days.

All costs and charges incurred by the City, together with the cost for completing the work under the contract, will be deducted from any monies due for which may become due to the said Contractor.

8. PAYMENT

Payment for the installation of the long and short service lines as listed in the contractor's proposal will be made in accordance with this contract (lump sum plus any additional authorized work). The payment shall be compensation in full for furnishing all labor, materials, equipment, and appearances necessary to complete the work in a satisfactory professional manner as shown on the plans and as required in the specifications, with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc. shall be complete with all necessary connections and appurtenances as specified for the satisfactory use of the water service line. No additional payments will be made for work related to any items unless specially authorized by the Public Works Director. All invoices shall be reviewed by city staff and approved for payment barring no delays in work completion or any other issues.

9. ISSUING OF WORK

The City does not guarantee issuing a maximum or minimum number of installations per week or month to the successful bidder. Refusing to accept any new requests for work and not proceeding with the installation of the service line would be construed as default to the contract and subject to termination of the contractual agreement.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
Property Damage Liability	\$1,000,000 Each Occurrence

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit)

\$1,000,000 Each Occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers' Liability

\$1,000,000 Each Accident
\$1,000,000 Occupational Disease
\$2,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Bel Aire shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

SUMMARY OF REQUIRED SUBMITTALS:

1. A statement of the respondent's background, experience, and understanding of the services required.
2. At least three (3) references (name of business, address, contact person, phone number, date of services, and scope of services) unless your firm has provided similar services to the City.
3. Any additional information believed necessary to assist the City in evaluating your bid.
4. The "**Response Form**".
5. A completed "**Fee Table**"

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS AND MANDATORY INDEPENDENT CONTRACTOR ADDENDUM:

1. A copy of the City of Bel Aire's Mandatory Contractual Provisions and Mandatory Independent Contractor Addenda are attached to this RFB as Exhibit A and Exhibit B respectively. Respondent shall review and provide any requested changes to Exhibit A and/or Exhibit B for the City to consider as part of their submittal.

RESPONSE FORM
On-Call Services for Installation of Water Service Utility Lines

RESPONSE FORM (RFB 2026-001)

(Must be submitted with Respondent's Bid for **On-Call Services for Installation of Water Service Utility Lines** for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFB; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

WEBSITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 _____, #2 _____, #3 _____

Respondent acknowledges it has examined the RFB, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFB or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.			
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.			
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.			
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.			

 Vendor Name

 Telephone Number (including area code)

 Vendor Address

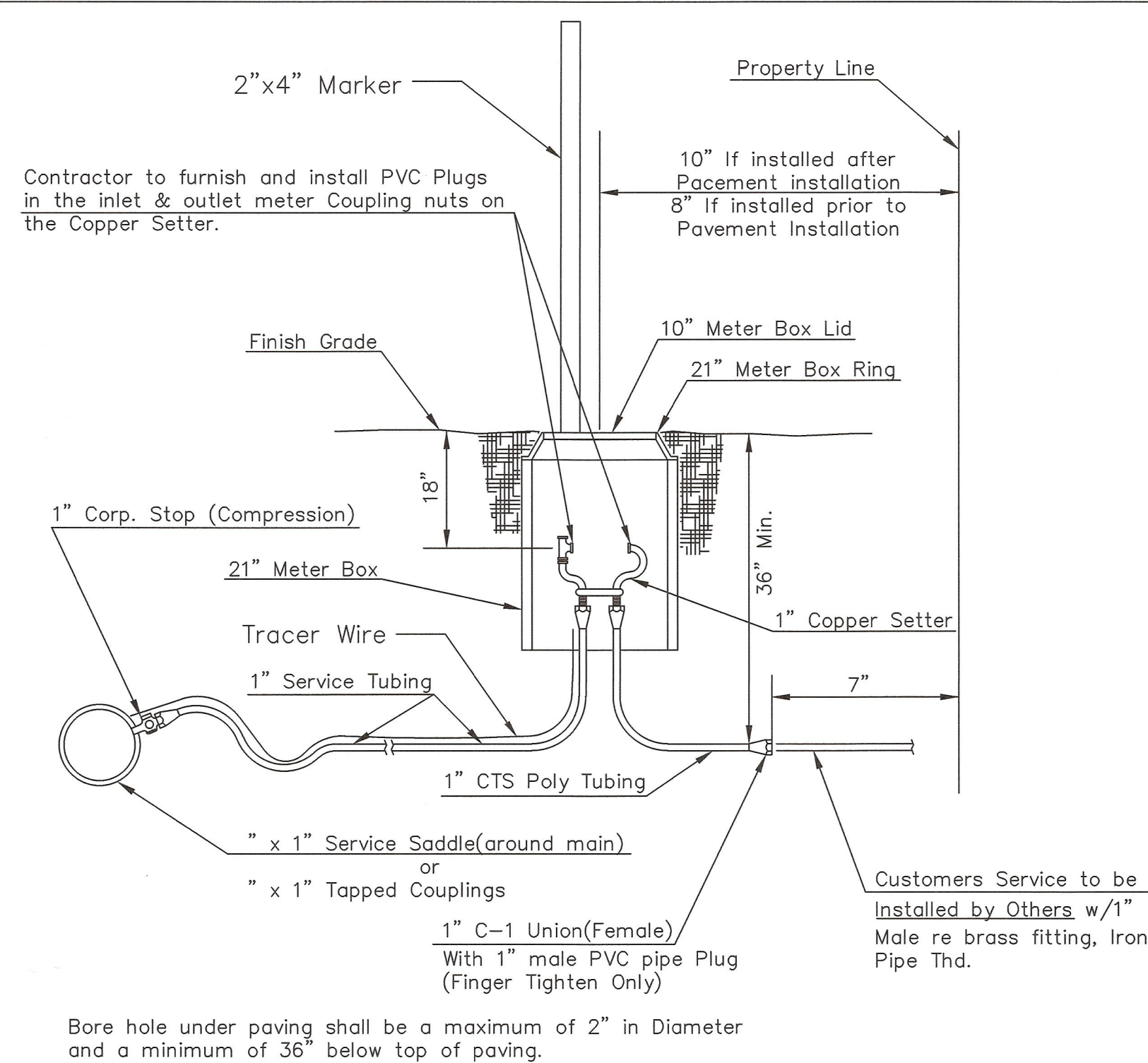
 Vendor City/State/Zip

 Email Address

 Signature

 Print Name

 Title

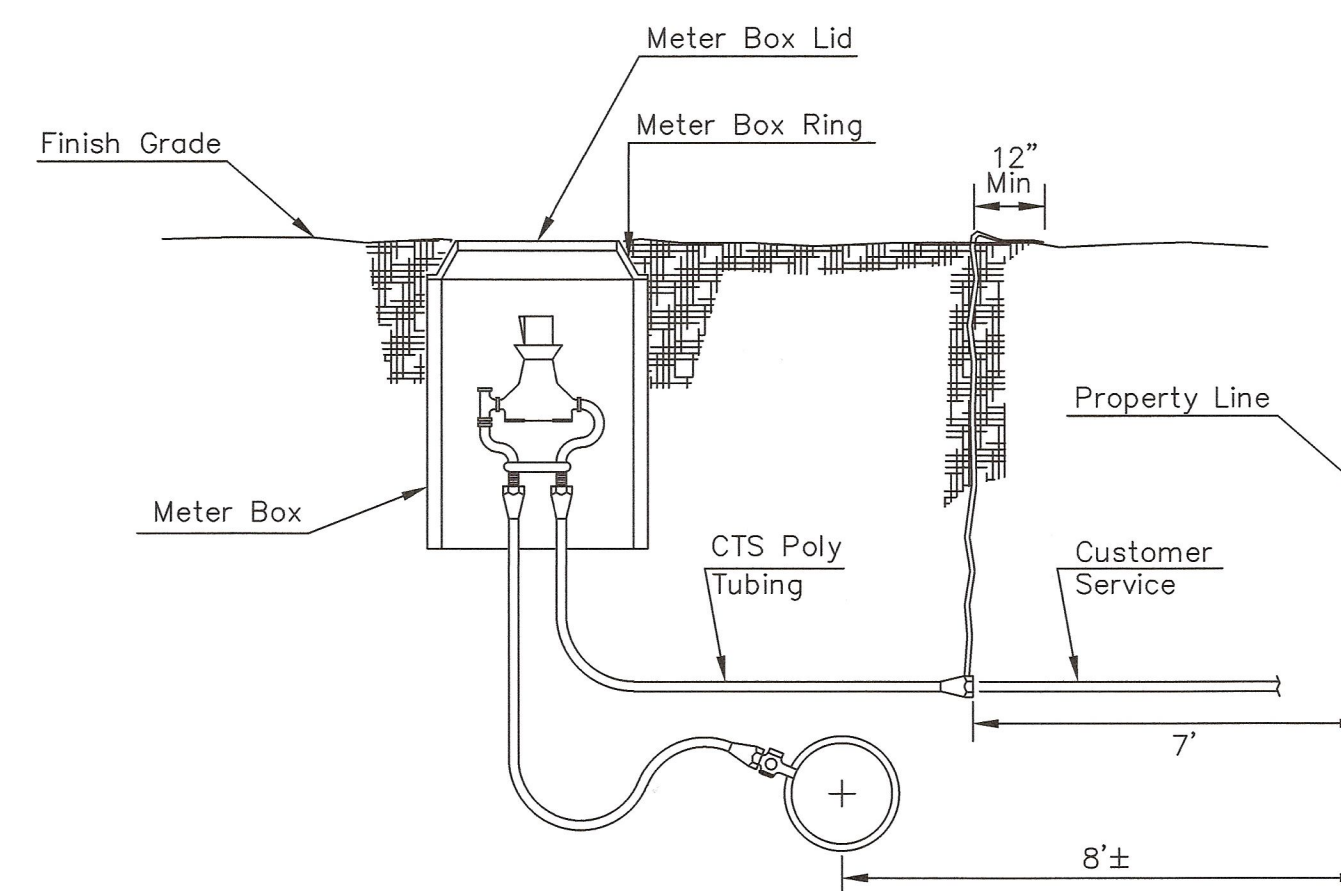


Note: Service Saddles are not required on top of 8" mains or larger

Meter boxes will be located on each lot to be served, as indicated in the SPECIAL PROVISIONS

TYPICAL METER SETTING

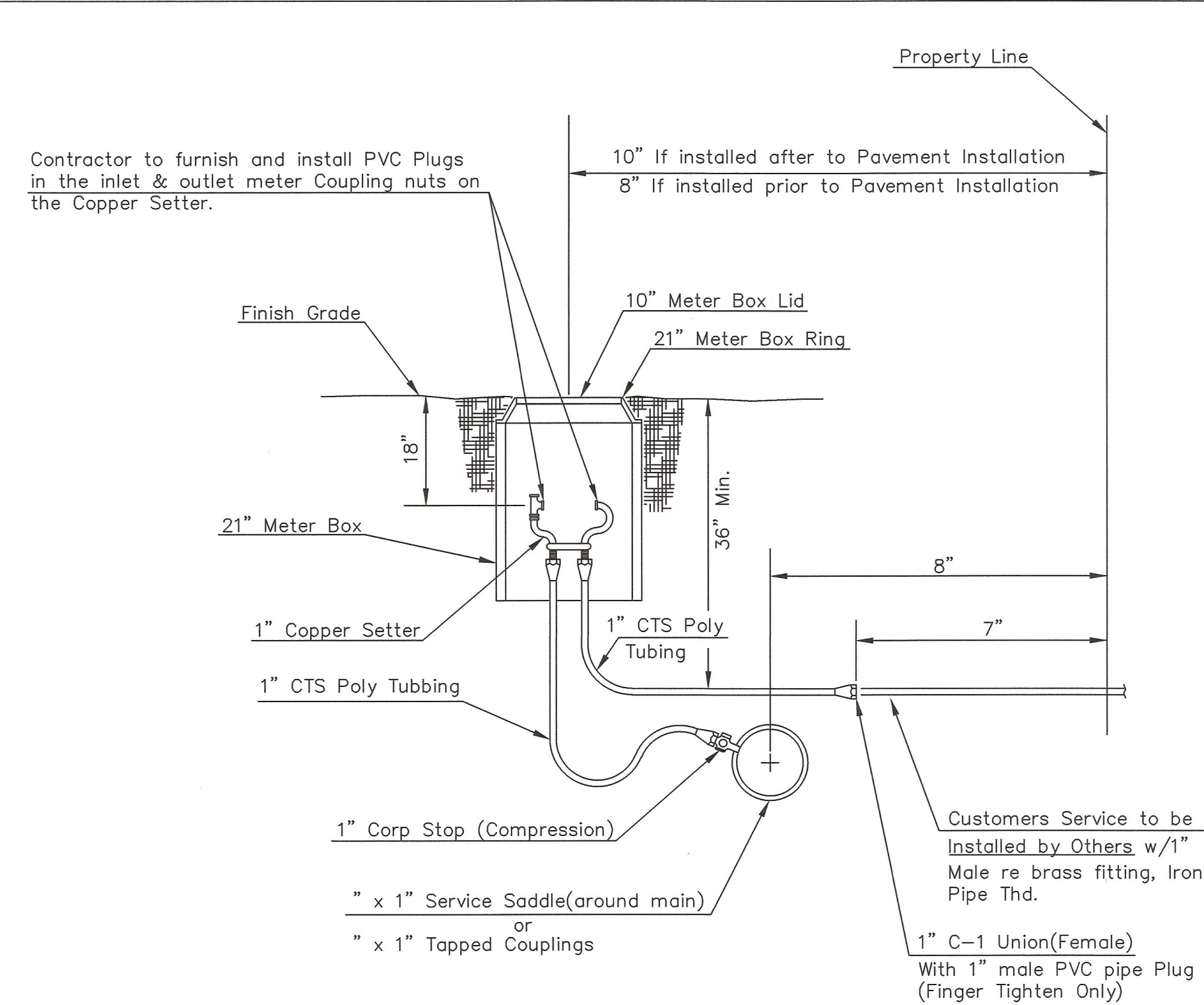
LONG SERVICE 1''



If customers service line is not installed at the time Meter Box and Setter are installed, Plastic Flagging is to be tied to the end of CTS Poly tubing & brought straight up to top of ground and be exposed a minimum of 12" on top of ground.
(Plastic Flagging to be Furnished by Contractor)

TYPICAL METER SETTING

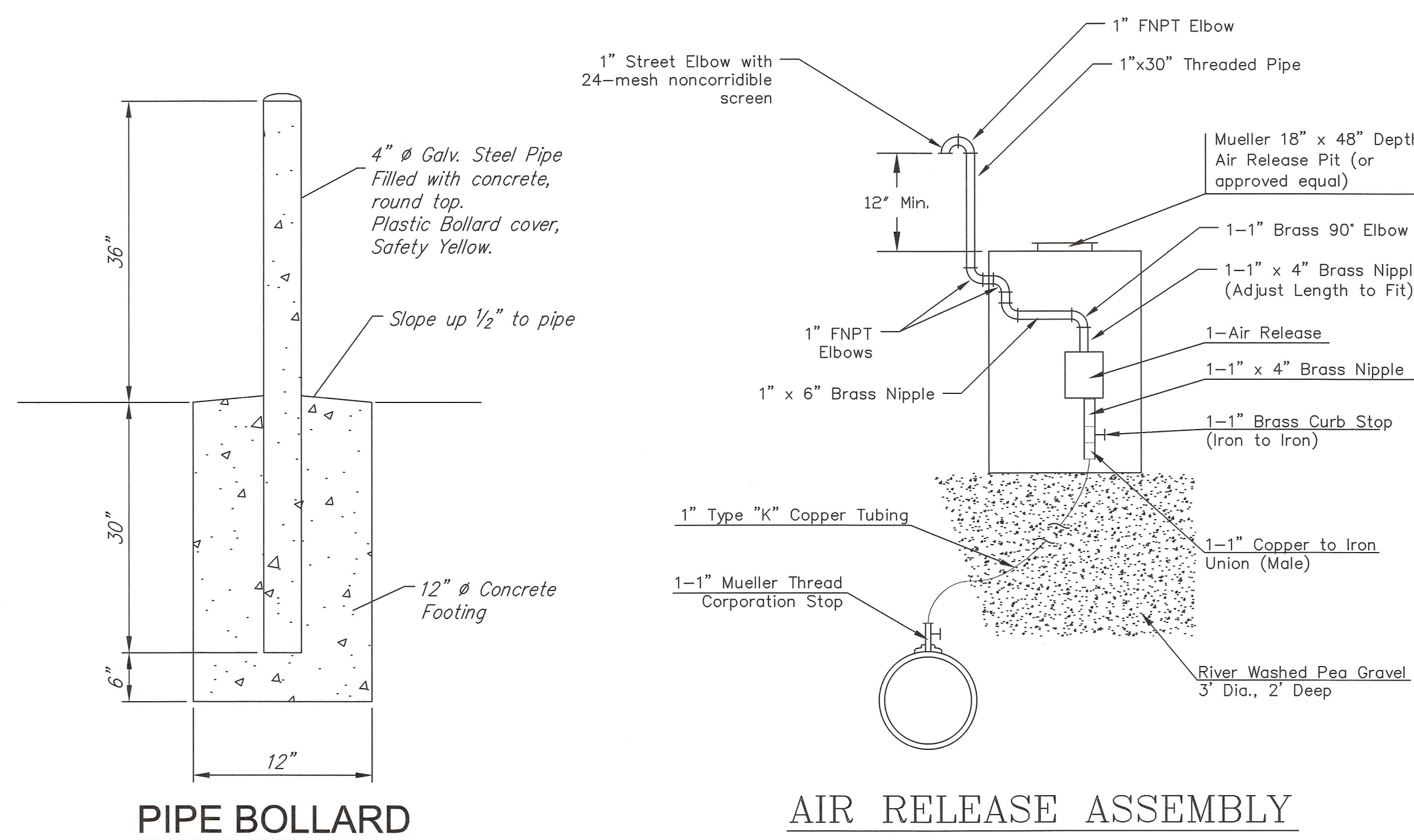
PLASTIC FLAGGING



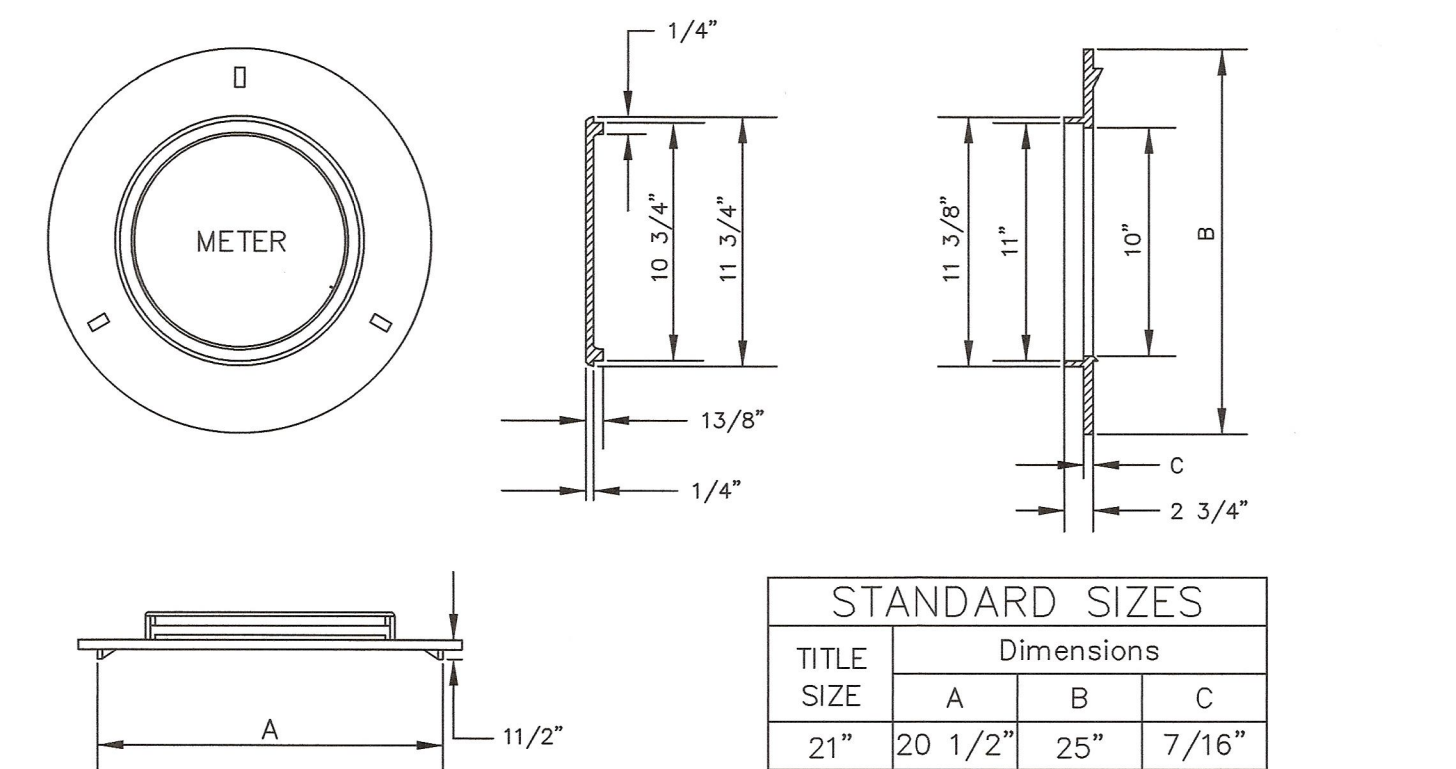
Note: Service Saddles are not required on top of 8" mains or larger

Meter boxes will be located on each lot to be served, as indicated in the SPECIAL PROVISIONS

TYPICAL METER SETTING
SHORT SERVICE 1"

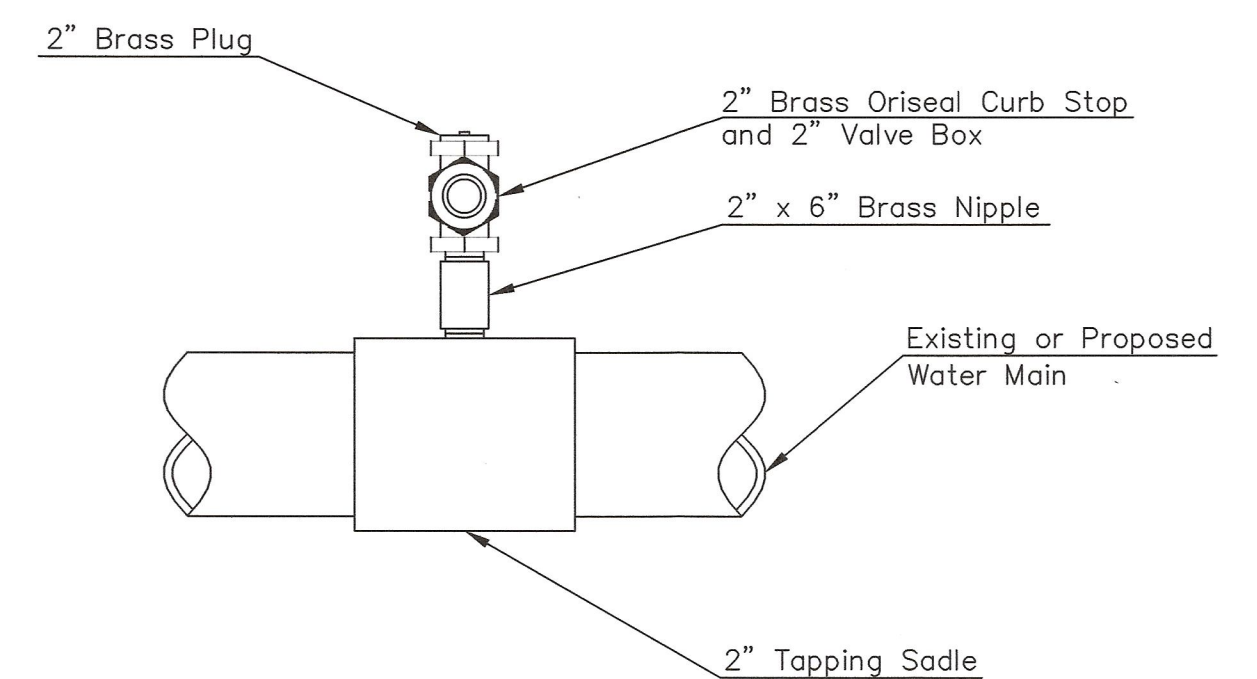


AIR RELEASE ASSEMBLY



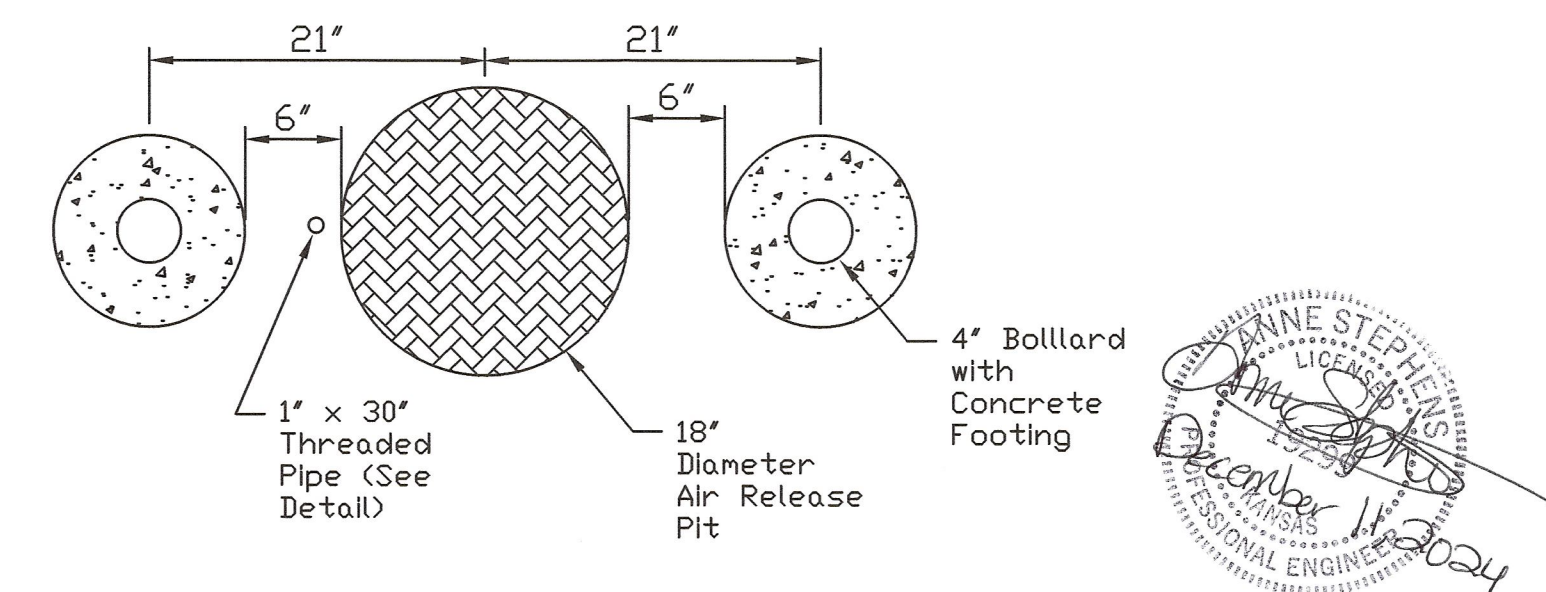
Other Approved Ring And Lids: Ford Meter Box Co. Inc.
21" Ring & Lid Catalog No. C-4

RING & LID FOR METER VAULTS



Note: Where the 2" service outlet assembly is to be used to connect a 2" main to another main, the 2" valve shall be a 2" IPT Gate Valve. 2" Ball or Globe valve shall not be approved for this use.

2" SERVICE OUTLET ASSEMBLY



STANDARD WATER SERVICE DETAILS

CITY OF BEL AIRE, KANSAS

PROJECT NUMBER

DRAWING NAME

VTRMTR.DWG

DATE _____

JAN 2003

SHEET OF

EXHIBIT A
CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson

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

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole

discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. **Meeting Recording, Transcription, and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

EXHIBIT B
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.