

# CONTRACT

## FOR

## PURCHASE

(Replacement of Three 12" Gate Valves at the South Water Tower)

This Contract is entered into this 5th day of August, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called "City") and Utility Maintenance Contractors, LLC., a Kansas limited liability company, whose principal office is at 4151 North Seneca, Wichita, KS, 67204, Telephone Number (316) 945-8833, (hereinafter called "Contractor").

WHEREAS, the City has a South Water Tower with four valves to isolate the tower for maintenance. Three of the valves have failed preventing the ability to take the tower out of service to complete scheduled maintenance or in the event of an emergency; and

WHEREAS, the three valves that have failed are 12" valves that were installed in 1983 and the fourth valve that is currently functioning is a 16" valve that was installed in 2006; and

WHEREAS, valves play a critical role within the water tower system by controlling the flow of water into and out of the tower, stopping or isolating water flow for maintenance or repairs, and preventing backflow and contamination. The City needs to replace three valves; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Contractor shall provide the labor, supervision, material and equipment to complete the replacement of three inoperable 12" Gate Valves at the South Water Tower as quoted and described in Exhibit A. All equipment shall be delivered at the Contractor's expense to the requested City job site within 2-4 weeks from the time of ordering. Any extension of the delivery date is within the City's sole discretion. Failure of the Contractor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Contractor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff. To the extent assignable, Contractor assigns to City any warranties made by manufacturer's and suppliers. The warranty set forth in this section are the sole and exclusive warranties given by Contractor with respect to the goods, commodities and/or services and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for

a particular purpose whether or not the purpose or use has been disclosed to Contractor in specifications, drawings or otherwise.

The parties agree that the additional information in Exhibit A (Contractor Quote & Description dated 06/25/25, 2 pages) and Exhibit B (Warranty Information, 1 page) are incorporated herein. The parties further agree that all provisions of Exhibits C (5 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Contractor \$36,750.00 for the labor, supervision, material and equipment to complete the replacement of three inoperable 12” Gate Valves at the South Water Tower. The Contract price is approved by the Governing Body on August 5, 2025.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.
4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

[Remainder of this Page Intentionally Left Blank]

APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 5<sup>th</sup> day of August, 2025.

SIGNED by the Mayor on the \_\_\_\_\_ day of August, 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.)**

[Remainder of this Page Intentionally Left Blank]

SIGNED by the Contractor on the \_\_\_\_\_ day of August, 2025.

**UTILITY MAINTENANCE CONTRACTORS, LLC..**

\_\_\_\_\_  
(Authorized Signature: Name, Title)

James L. Tadtman, Manager

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

[Remainder of this Page Intentionally Left Blank]

## EXHIBIT A (CONTRACTOR QUOTE & DESCRIPTION)



Date: July 1, 2025

To: City of Bel Aire

Attn: Marty McGee, Public Works Director [mmcgee@belaireks.gov](mailto:mmcgee@belaireks.gov)

Ref: **12" Valve Replacement-South Water Tower**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

UMC proposes to provide the labor, supervision, material and equipment to complete the replacement of 3 inoperable 12" Gate Valves at the South water tower.

Included in the proposal is as follows:

1. 12" Gate Valves
2. New valve boxes
3. Necessary pipe, and fittings to connect to water system
4. All pipe and fittings will be swabbed with bleach solution prior to installation
5. UMC will call in locates prior to beginning work

Item	Description	Qty	U.O.M.	Unit Price	Extended Price
Base	12" Gate Valve Replacements	3	EA	\$12,250.00	\$36,750.00

- UMC's Proposal Excludes
  - a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
  - b. Bonding (bid, performance, payment, assurance, statutory)
  - c. Davis Bacon wage rates
  - d. Night, weekend or overtime hours

- e. Delays caused by Owner or others may result in standby rates being charged
  - f. Special insurance, permits and fees
  - g. Providing as-built drawings once work is complete
  - h. Customer scope of work changes
  - i. Winter weather or any other weather controls
  - j. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
  - k. Responsibility for job site access restrictions
- UMC's payment requirements:
    - a. UMC will honor the above pricing for 30 calendar days from the date submitted:
    - b. Once UMC has submitted billing payment is required within 15 calendar days
    - c. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.

*Tim Aelmore*

**Tim Aelmore**  
Project Manager

## **EXHIBIT B (WARRANTY INFORMATION)**

The warranty period will run for one (1) year after completion of the project.

## **EXHIBIT C**

### **CITY OF BEL AIRE, KANSAS MANDATORY TERMS AND CONDITIONS**

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

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted, such acceptance to occur upon delivery, as conforming goods or services by an authorized City official, the City will approve payment to the Contractor net thirty (30) days from the date of Contractor's undisputed invoice, of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished to Contractor.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute



requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.). Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim; City shall consent to the settlement, such consent shall not be unreasonably withheld, delayed, or conditioned.
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. Subject to the limitations herein, the Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised. Contractor shall maintain the following insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City, such consent shall not be unreasonably withheld, delayed, or conditioned.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Either Contractor or City shall be in default of this Contract in the event that either Contractor or City (i) applies for or consents to the appointment of a receiver, trustee or

liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by either Contractor or City for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. 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. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. 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.

[Remainder of this Page Intentionally Left Blank]

## **EXHIBIT D**

### **CITY OF BEL AIRE, KANSAS MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

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

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

[Remainder of this Page Intentionally Left Blank]