

CONTRACT
FOR
PROFESSIONAL SERVICES

**Bel Aire Lakes Addition – Phase 2 and Phase 3
Water, Sanitary Sewer, Paving, and Drainage**

This Agreement, made and entered into this _____ day of _____, 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and Certified Engineering Design, PA, whose principal office is at 1935 W Maple, Wichita, KS 67213, Telephone Number (316) 262-8808, (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 Bel Aire Lakes Addition, Phase 2 and Phase 3, Water, Sanitary Sewer, Paving, and Drainage Project (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, 1 page) 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, and C, 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.

- 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. Total compensation, including all reimbursable expenses, shall not exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND, ONE HUNDRED AND TWENTY-FOUR DOLLARS (\$454,124.00)** and is to be paid on scope of work as outlined in Exhibit A.
- B. Payments to the Consultant for the performance of Construction Administration services required by this Agreement shall be as defined in Exhibit A. Total compensation, including all reimbursable expenses, shall not exceed **(NOT INCLUDED IN THIS CONTRACT)** and is to be paid on scope of work as outlined in Exhibit A.
- 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 Consultant, 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 _____ day of _____, 2026.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

Attachments:

- A. Consultant's Scope of Services**
- B. City of Bel Aire Mandatory Independent Contractor Addendum**
- C. City of Bel Aire Mandatory Contractual Provisions Attachment**

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SIGNED by the Consultant on the 18th day of August, 2026.

CERTIFIED ENGINEERING DESIGN, PA



Logan Mills, Vice President

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EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES

Phase 2 Bel Aire Lakes Addition

Description	Not-to-Exceed Fee
Additional Topographic Survey	\$7,500.00
Final Design of Waterline Improvement Plans	\$32,748.00
Waterline Construction Staking	\$9,824.00
Final Design of Sanitary Sewer Improvement Plans	\$54,705.00
Sanitary Sewer Construction Staking	\$16,411.00
Final Design of Paving and Drainage Improvement Plans	\$158,917.00
Paving and Drainage Improvements Construction Staking	\$47,675.00

Phase 3 Bel Aire Lakes Addition

Description	Not-to-Exceed Fee
Base Design of Waterline Improvement Plans	\$19,754.00
Base Design of Sanitary Sewer Improvement Plans	\$29,426.00
Base Design of Paving and Drainage Improvement Plans	\$77,164.00

***Engineering Design Services Total: \$454,124.00**

*Does not include utility potholing or Geotech report (with soil borings). If necessary, this will be additional cost.

Definitions:

Base Design – 60% Design. Includes layout of all water, sewer, paving, and drainage. Excludes plan preparation, final reviews, and bid document preparation.

Final Design – Includes Base Design along with plan preparation, final reviews, and bid document preparation.

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EXHIBIT B

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 holds 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 from these requirements.

23. **Contractor Personnel Security and Removal.** The City reserves the right to determine and control access to all City property, facilities, systems, and information used in connection with this Agreement. The City may deny, restrict, suspend, or revoke any Contractor employee's, subcontractor's, or agent's access to City property, facilities, systems, or information, or require the immediate removal of such individual from performing services under this Agreement, whenever the City determines, in its sole discretion, that such action is necessary or appropriate to protect the safety, security, operations, confidential or sensitive information, property, personnel, or interests of the City, or to ensure compliance with this Agreement, applicable law, or City policies. Where services involve access to Police Department facilities, Criminal Justice Information (CJI), or areas subject to Criminal Justice

Information Services (CJIS) Security Policy requirements, Contractor personnel shall comply with all applicable CJIS and Kansas Criminal Justice Information System (KCJIS) requirements. The City Manager shall have final authority regarding approval, restriction, suspension, or revocation of access to such areas. The Contractor shall immediately comply with any direction from an authorized City representative requiring the removal of Contractor personnel, shall ensure such individual no longer performs services under this Agreement or accesses City property, facilities, systems, or information, and shall not reassign that individual to perform services under this Agreement without the City's prior written approval. Removal of Contractor personnel shall not relieve the Contractor of its obligations under this Agreement, and the Contractor shall promptly provide qualified replacement personnel at no additional cost to the City if requested.

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EXHIBIT C

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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