

CONTRACT

FOR

SERVICES

(Hydro-Excavation along 45th Street between Oliver and Woodlawn)

This Contract is entered into this 20th day of January, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Nowak Construction Co., Inc., whose principal office is at 200 South Goddard Rd, Bel Aire, Kansas, 67052, Telephone Number (316) 794-8898, (hereinafter called “Contractor”).

WHEREAS, Garver LLC., requests Hydro-Excavation to verify crossing elevations at critical locations for the 45th Street between Oliver and Woodlawn Project,

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. City agrees to hire Contractor as an independent contractor to perform all Services as described in Exhibit A (Contractor Quote) and shown in Exhibit B (Contractor Map of Planned Hydro-Excavation Locations). Execution of this Contract constitutes City’s written authorization to proceed with the Services.

Following Hydro-excavation work, all sites shall be restored to pre-work conditions. All services shall be completed within 30 days from the execution of this Contract. Any extension of the completion date must be approved by the City.

2. Compensation. City agrees to pay Contractor an amount not to exceed \$58,900.00 for all Services as quoted and described in Exhibit A.
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. The parties further agree that all provisions of Exhibit C and D, are effective between them and govern this Contract.
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.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 20th day of January, 2026.

SIGNED by the City Manager on the _____ day of January, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

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SIGNED by Contractor on the 13 day of January, 2026.

NOWAK CONSTRUCTION CO., INC.


(Authorized Signature: Name, Title)
Project Manager

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

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EXHIBIT A
CONTRACTOR QUOTE

jeff murphy

From: jeff murphy
Sent: Monday, December 22, 2025 9:33 AM
To: 'Sawyer, Drake W.'; John Nowak
Cc: Lee, Ken W.; Standrich, Daryl R.; Tyler, Andrew C.; Clevenger, William K.
Subject: RE: [External Sender] Hydro-Ex for 45th - Oliver to Woodlawn

Below is the bid pricing that Nowak has compiled for the above-mentioned project. Clarification & notes are also below that describe the scope that correlates with the bid pricing. Please let me know if you have any questions, or need any additional information, at this time.

Pothole (dirt/grass- 38 locations): \$1,550.00/ea.
Pothole (pavement- 0 locations): \$_____/ea.
Contract Total: 38 location (\$58,900.00)

Notes:

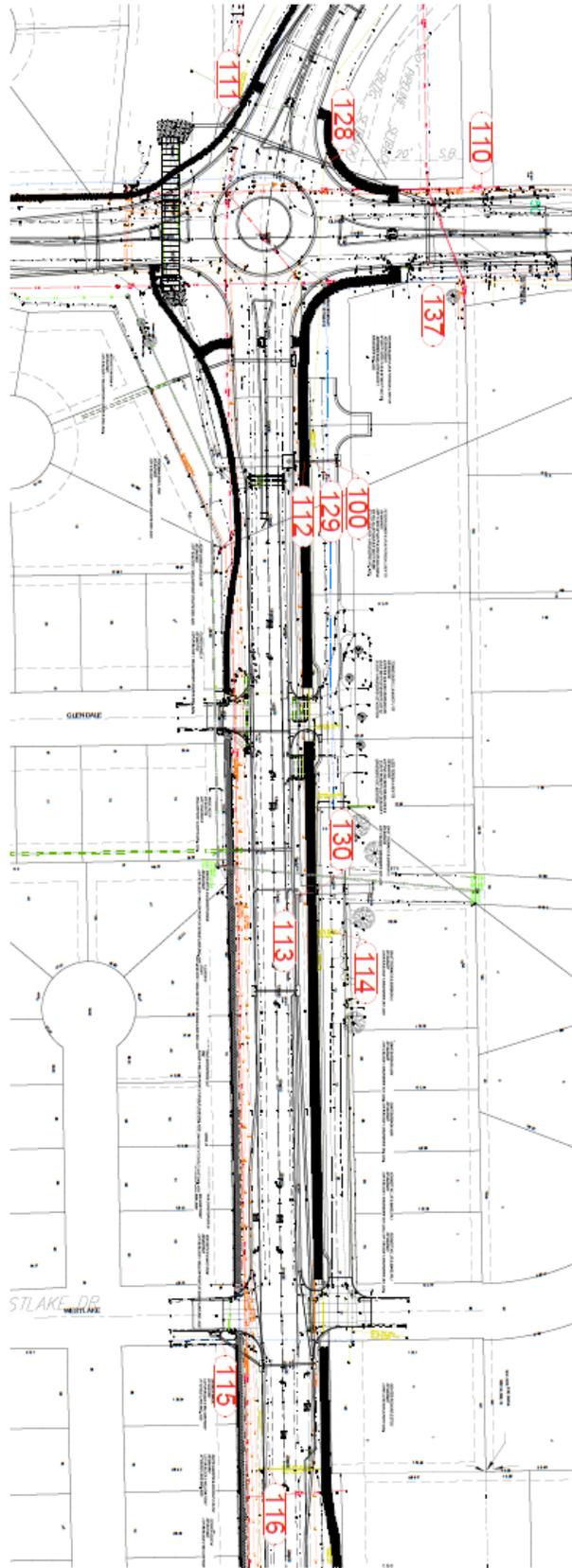
- UD-1 for the pothole excavation is included within bid. Approx. size/bases of pricing for potholes to be 2' (dia.)x4.5' (depth).
- Dirt restoration is not included within bid.
- Sales tax is not included within bid. Nowak will require tax exemption certificate for the above-mentioned project or will charge tax when project complete.
- Add 1% of total cost of bid if bond required by General Contractor.
- Bond for City of Bel Aire/others, not included within bid.
- If required- Pavement area potholes will have existing pavement cored, potholed, filled with UD-1, and then existing core/plug will be put back in place in hole that was made for pothole. If pavement needs to be cut to a larger size to obtain existing utility information, an asphalt cold patch will need to be installed. Depending on overall size of patch area, additional fees may apply.
- Dirt/Pavement cut permits are not included within bid. If City of Bel Aire requires permit fees, price per hole will be adjusted. City of Wichita charges \$150/ea. permit fee.
- Seeding/sodding of disturbed area required for potholing to be by others, as required.
- Bid covers 38 pothole location (dirt/grass areas). If additional locations are required for potholing while in the field, bid price of overall contract will be adjusted accordingly based on unit price above. Pothole size based on approx. size of 2' (dia.)x4.5' (depth).
- All traffic control for potholing operations, included within bid. General traffic control plan not included within bid. If City of Bel Aire requires traffic control plans, price per hole will be adjusted. \$750/ea. for traffic control plan.
- Construction Staking (lath/stake) of pothole locations by others.
- Pothole excavations will be to the bottom of the existing utility. Existing ground elevations, and cut distance to top of existing utility, to be performed/recorded by others.
- Construction Inspection by others.
- Haul off of excess excavated spoils from site is included within bid.
- Work not listed within bid will be by others.
- Any special insurance is not included within bid.
- Special wage rates are not included within bid.
- Bid Proposal is good for 30 days.

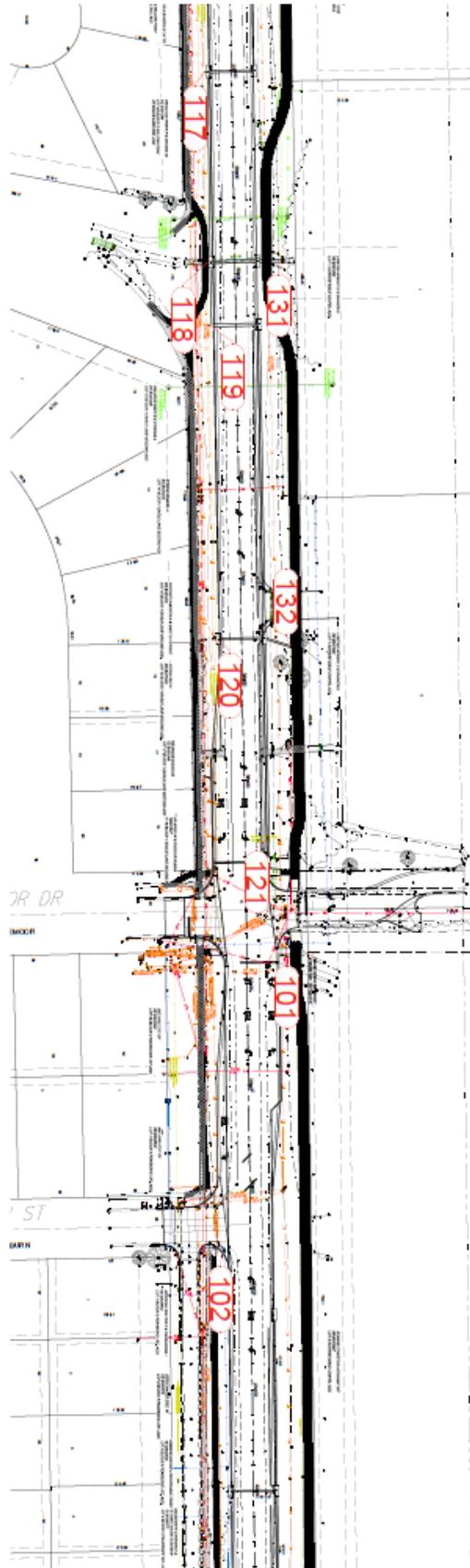
Thank You,
Jeff L. Murphy
Project Manager/Wizard

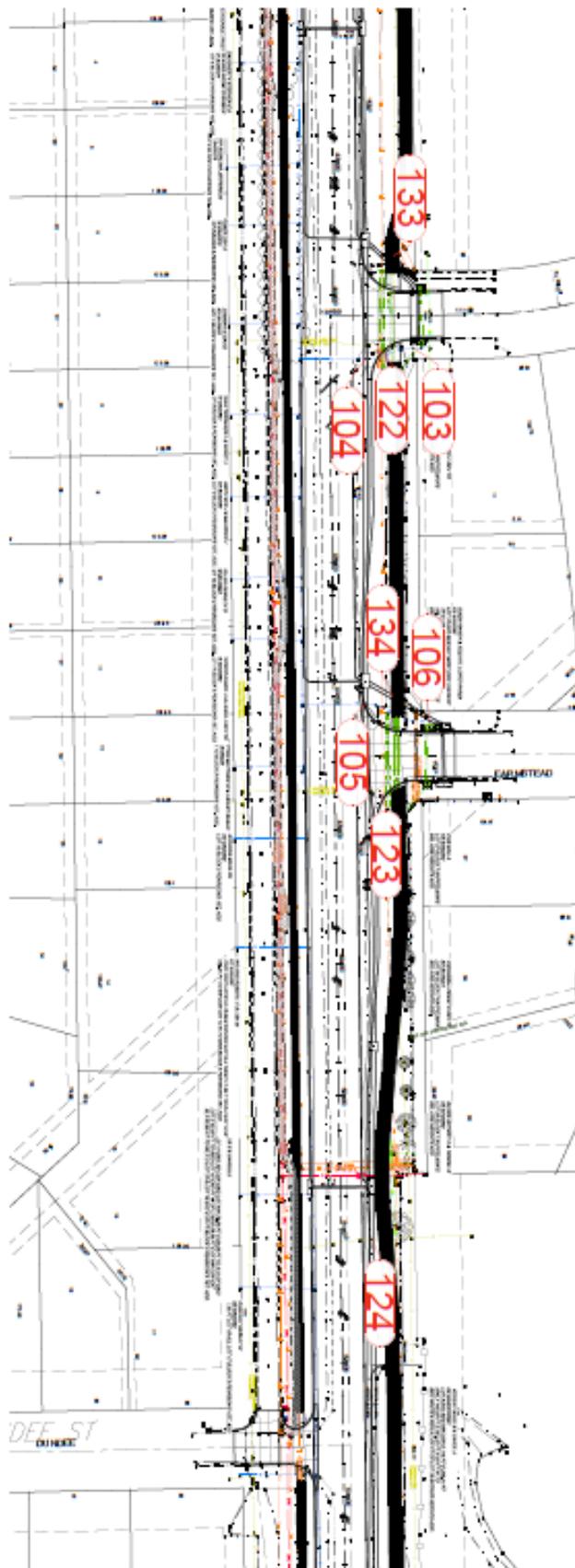
EXHIBIT B

CONTRACTOR MAP OF PLANNED HYDRO-EXCAVATION LOCATIONS

<u>Location Number</u>	<u>Utility of Interest</u>
100	Bel Aire Water Line
101	Bel Aire Water Line
102	Bel Aire Water Line
103	Bel Aire Water Line
104	Bel Aire Water Line
105	Bel Aire Water Line
106	Bel Aire Water Line
107	Bel Aire Water Line
108	Bel Aire Water Line
109	Bel Aire Water Line
110	Bel Aire Water Line
111	Kansas Gas Services
112	Kansas Gas Services
113	Kansas Gas Services
114	Kansas Gas Services
115	Kansas Gas Services
116	Kansas Gas Services
117	Kansas Gas Services
118	Kansas Gas Services
119	Kansas Gas Services
120	Kansas Gas Services
121	Kansas Gas Services
122	Kansas Gas Services
123	Kansas Gas Services
124	Kansas Gas Services
125	Kansas Gas Services
126	Kansas Gas Services
127	Kansas Gas Services
128	Southern Star
129	Southern Star
130	Southern Star
131	Southern Star
132	Southern Star
133	Southern Star
134	Southern Star
135	Southern Star
136	Southern Star
137	AT&T







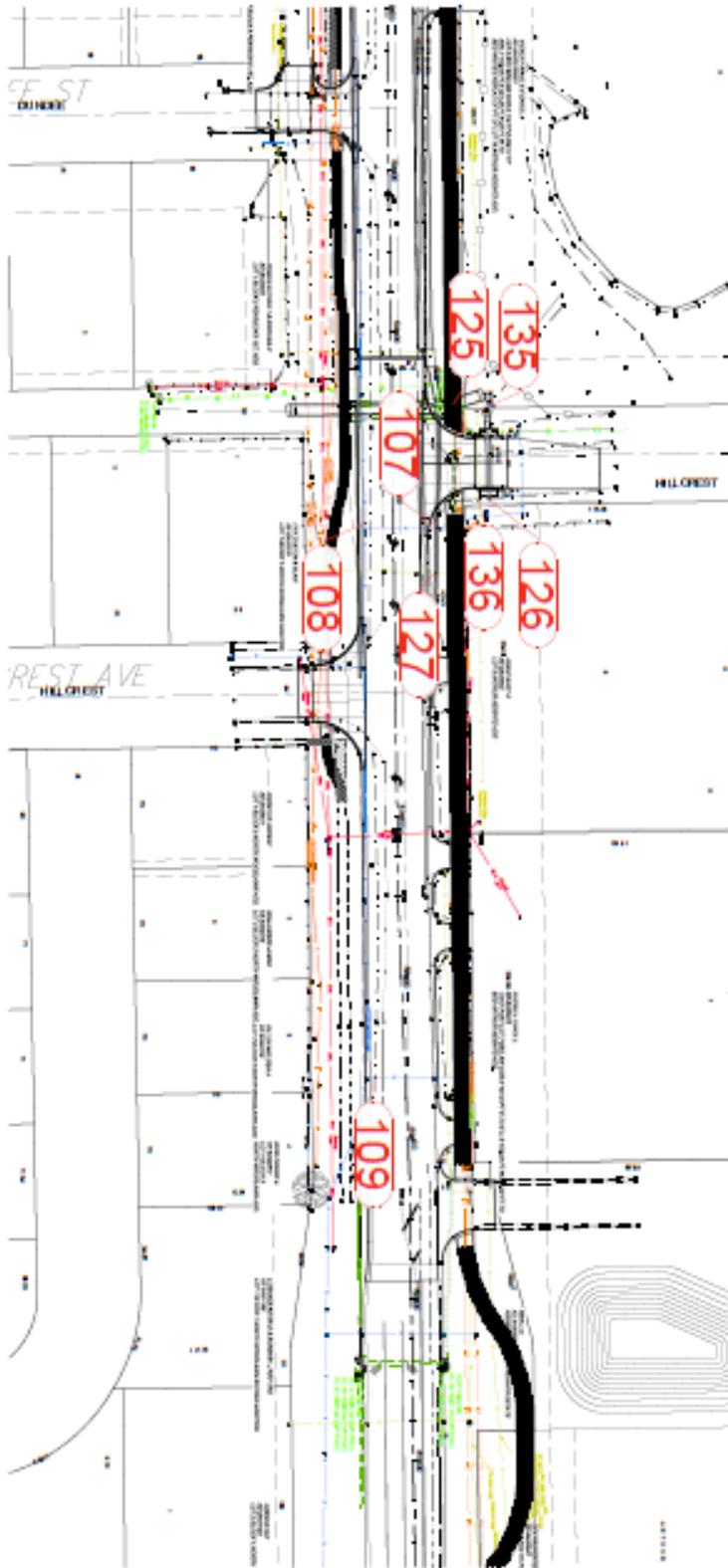


EXHIBIT C

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/Consultant/Vendor 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 as conforming goods or services by an authorized City official, the City will approve payment to the Contractor/Consultant/Vendor 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 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/Consultant/Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
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/Consultant/Vendor 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/Consultant/Vendor 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/Consultant/Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor/Consultant/Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
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/Consultant/Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor/Consultant/Vendor. 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. Contractor/Consultant/Vendor shall be in default of this Contract in the event that Contractor/Consultant/Vendor:
 - (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 Contractor/Consultant/Vendor 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/Consultant/Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor/Consultant/Vendor must notify City immediately. Upon Contractor/Consultant/Vendor'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/Consultant/Vendor with any additional costs incurred, unless Contractor/Consultant/Vendor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor/Consultant/Vendor must immediately notify City of any safety recall notices of products, goods and services Contractor/Consultant/Vendor has provided to City. In addition, Contractor/Consultant/Vendor shall remedy the recalled defect(s), at no cost to City, by:
 - (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or
 - (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.

- b. In all solicitations or advertisement for employees, the Contractor/Consultant/Vendor 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/Consultant/Vendor 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/Consultant/Vendor.
- e. Exempted from these requirements are:
 - (1) Any Contractor/Consultant/Vendor 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/Consultant/Vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractor/Consultant/Vendor 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/Consultant/Vendor 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/Consultant/Vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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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.

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