REGULAR COMMISSION MEETING AGENDA
TUESDAY, APRIL 28, 2015
6:30 P.M.

A. CALL TO ORDER – Mayor Chris Williams

B. INVOCATION – Pastor Mark Wilson, First Church of God

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, April 14, 2015

2. Special City Commission Meeting Minutes – Thursday, April 23, 2015

3. 2015 Appropriation Ordinance No. AO-15-07 – $5,044,513.56

REGULAR AGENDA ITEMS

F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

H. OLD BUSINESS

I. NEW BUSINESS

1. Ordinance No. S-15-04 – First Reading of an Ordinance to approve a rezoning for Harold Mann from R-1 (single family residential) to C-4 (Service Commercial) at 1102 – 1110 W. 11th.

2. Discussion and action to appoint two people to the Public Library Board.
   Applicants: Karen Bobbe, Lauren Bertrum, Janie Hearson, Lois Hendryx,

3. Resolution No. R-15-49 – A Resolution to execute a construction agreement with Complete Construction Service for the Perkins Building Renovation.

4. Resolution No. R-15-50 – A Resolution to execute a real estate sales contract for the sale of 806 West First Street.

5. Resolution No. R-15-51 – A Resolution to execute an agreement with WEG Electric for three transformers for the Electric Utility.

6. Resolution No. R-15-52 – A Resolution to execute a Memorandum of Agreement with Coffeyville Community College and Pratt Community College for the Electrical Power Technology Program.

7. Discussion on additional Library renovations.

8. City Manager Report

9. Comments from Commissioners and Staff

J. EXECUTIVE SESSION(s)

1. Non-elected personnel

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Library minutes

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
WEDNESDAY, JANUARY 13, 2015
6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. with Mayor Jim Falkner presiding.

Present:

MAYOR JIM FALKNER
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN
COMMISSIONER CHRIS WILLIAMS
COMMISSIONER CRAIG POWELL
COMMISSIONER JIM C. TAYLOR, JR.

Absent:

COMMISSIONER DON EDWARDS

City Staff in attendance were:

INTERIM CITY MANAGER JAMES GRIMMETT
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT DIRECTOR CHRIS FELIX
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
PUBLIC WORKS DEPUTY DIRECTOR JIM BRADSHAW
ENGINEERING TECH THOMAS OSBORN
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
HR OFFICER MARILYNN EVENSON
ASSISTANT TO CITY MANAGER TRISHA PURDON

A. CALL TO ORDER – Mayor Jim Falkner

B. INVOCATION – Pastor Nicole Schwartz, First United Methodist Church

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, March 24, 2015
2. 2015 Appropriation Ordinance No. AO-15-06 – $1,519,876.86

MOTION: Move to approve the consent agenda as presented.

ACTION: FALKNER SECOND: MARTIN
ALL AYE

REGULAR AGENDA ITEMS

F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

1. Proclamation to declare April as Fair Housing Month.
   - ■ Mayor Falkner read the proclamation which will be sent to the Kansas Department of Commerce.

2. Presentation of plaques to Commissioners Edwards and Falkner.
   - ■ Vice Mayor Kastler presented a plaque to Falkner recognizing him for his time on the commission as well as serving as mayor. Edwards was unable to attend the meeting.

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

- ■ Doug Mund commented on an event for the community featuring Clifton Taulbert on April 30, 2015, at 6:30 p.m. Taulbert will speak on Building Community Eight Habits of the Heart.
- ■ JoLyn Falkner commented on the poor condition of Restlawn Cemetery.

H. OLD BUSINESS

1. Ordinance No. S-15-03 – Second Reading of an Ordinance to approve rezoning property for Acme Foundry from Single Family Residential (R-1) to Light Industrial (I-1) at 1402 S. Willow, 1401 S. Spruce and 1501 S. Spruce.

MOTION: Move to approve Ordinance No. S-15-03 for adoption.

ACTION: FALKNER SECOND: MARTIN
ALL AYE EXCEPT EDWARDS WHO WAS ABSENT.

SEATING OF NEW COMMISSIONERS

1. Swear in Justin Martin, Craig Powell and Jim C. Taylor, Jr.
   - ■ City Clerk Cindy Price swore in Martin, Powell and Taylor.

2. Selection of Mayor and Vice Mayor.
   - ■ Commissioner Martin nominated Chris Williams to serve as mayor through April 12, 2016. All aye except Kastler who voted no and Williams who abstained.

   - ■ Commissioner Taylor nominated Justin Martin to serve as vice-mayor through April 12, 2016. All aye except Kastler who voted no.

I. NEW BUSINESS

1. Resolution No. R-15-39 – A Resolution to approve a water purchase agreement with Coffeyville Resources.
   - ■ Public Works Director Chuck Shively stated approximately one year ago staff began discussions with Coffeyville Resources for a potential water purchase agreement. Allgeier, Martin and Associates performed a flow study to determine what quantity of water could be sold to Coffeyville Resources without detrimentally affecting the City's ability to provide adequate and reliable water to the Industrial Park; it was determined the City could provide up to 1.5 million gallons per day at a flow rate of 1,040 gallons per minute without upgrades to our water system. The proposed agreement authorizes sale of up to 1.5 million gallons per day at a maximum flow of 1,040 gallons per minute, at a cost of $1.75 per 1,000 gallons. Coffeyville Resources would be required to pay a fixed charge for the first one-half of the water whether they use it or not which equals a minimum payment to the City of $1,312.50 per day. Any water used in excess of the 750,000 gallons per day will be paid at the same $1.75 per 1,000 gallons. Based

on the proposed agreement and the 5-year average cost to produce additional potable water, the minimum water purchase of 750,000 gallons or less would result in payments to the City of $479,062.50 per year with the cost to produce the water $202,575; profit to City would be $276,487.50 per year. If Coffeyville Resources purchases the maximum 1.5 million gallons every day for an entire year, the profit to the city would be $552,975 per year. The proposed agreement is for an initial term of 10 years and will automatically renew for successive 5 year periods. CVR General Manager Daren Rains stated the water will be used in the facility's new hydrogen plant.

MOTION: Move to approve Resolution No. R-15-39 for adoption.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE

2. Resolution No. R-15-40 – A Resolution to dedicate a portion of Fresno Street as a public street.
   - ■ Engineering Tech Thomas Osborn stated bids had previously been accepted for a reconstruction and overlay project for Fresno, however, it was determined a portion of the street north of 4th Street had never been dedicated to the public. Staff has since obtained the right of way and contacted Peoples State Bank of Cherryvale, current owners of the right of way, to see if they would be willing to dedicate the street to the public. The property has been surveyed; this resolution will approve the dedication.

MOTION: Move to approve Resolution No. R-15-40 for adoption.

ACTION: MARTIN SECOND: POWELL
ALL AYE

3. Resolution No. R-15-41 – A Resolution to approve a commercial curb cut for 1505 West Fourth Street.
   - ■ Engineering Tech Thomas Osborn stated the doctors office located at 1505 West Fourth Street is adding parking in their front yard setback due to there being no street parking on 4th Street. In order to accommodate patient parking, they want to widen the entrance to the parking area to 40' at the property line and 60' at the curb which is within allowed dimensions for a commercial curb cut permit. All commercial curb cuts require approval by the commission.,

MOTION: Move to approve Resolution No. R-15-41 for adoption.

ACTION: TAYLOR SECOND: MARTIN
ALL AYE

4. Resolution No. R-15-42 – A Resolution to approve a real estate sales contract with Gary and Terry Langworthy for 1109 West First Street.
   - ■ City Clerk Cindy Price stated the property located at 1109 West First was purchased and rehabbed using Kansas Housing Resources Corporation funds and has been for sale for many months. Most recently it was been listed with American Homes Realty for $42,500. A cash offer was received for the property from Gary and Terry Langworthy.

Commissioners gave a verbal approval to accept this offe,r and a closing was held on April 9. This resolution authorizes the sale.

MOTION: Move to approve Resolution No. R-15-42 for adoption.

ACTION: MARTIN SECOND: POWELL
ALL AYE

5. Resolution No. R-15-43 – A Resolution to approve a mortgage release for RBK Manufacturing.
   - ■ City Attorney Paul Kritz stated in 2005, the City sold the building at 6th and Sunflower to Greg Vowell on a contract for deed at a price of $50,000. The City intended to retain legal title to the property and convey it to Greg when the purchase price was paid in full. In 2007, Greg sought an SBA loan and needed to become the legal owner of the property; the City conveyed the property to him subject to conventional note and mortgage. The note has been paid in full. This resolution will release the mortgage.

   MOTION: Move to approve Resolution No. R-15-43 for adoption.

   ACTION: MARTIN SECOND: TAYLOR
   ALL AYE

6. Resolution No. R-15-44 – A Resolution to submit a FY 2015 Kansas Emergency Solutions Grant application.
   - ■ Finance Director Stephanie Richardson stated the Kansas Housing Resources Corporation is the state agency which oversees the Emergency Solutions Grant program. Only city and county governments are eligible to apply, and the funds are used to contract with local qualified non-profit organizations to meet the service needs of the community. The city serves only as a conduit in the application and distribution processes and receives 2.5% of the total funds to help with administrative expenses. This application is being submitted on behalf of Safehouse in the amount of $31,950.

   MOTION: Move to approve Resolution No. R-15-44 for adoption.

   ACTION: TAYLOR SECOND: MARTIN
   ALL AYE

7. Resolution No. R-15-45 – A Resolution to transfer 911 funds to the Montgomery County Sheriff's Office for dispatching equipment.
   Removed from agenda.

8. Resolution No. R-15-46 – A Resolution to purchase various types of insurance coverage for the City of Coffeyville.
   - ■ Finance Director Stephanie Richardson stated the directive from prior city commissions has been to go through the full bid process for the City's various lines of insurance once every three years to ensure the premiums are competitive in the market. Charlesworth & Associates was selected to perform the bid process for the city again this year. James Charlesworth was present to discuss the insurance quotes. The premium has increased 1.5% from $259,007 to $262,930. The majority of this increase was due to

the increase in the current statement of values. Staff recommends continuing with Arthur J. Gallagher for the City's insurance.

MOTION: Move to approve Resolution No. R-15-46 for adoption.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE

9. Resolution No. R-15-47 – A Resolution to approve a loan commitment letter for Brown's Riverside Home Addition.
   - ■ City Attorney Paul Kritz stated the commission previously approved a resolution authorizing a first-mortgage loan in the amount of $200,000 to assist with the financing of the construction of 18 new houses in Brown's Riverside Addition. According to the developer, the tax credit buyers are requiring a more detailed commitment regarding the City's participation and provided a letter for the City's approval. The commitment letter is consistent with the conditions previously approved with the exception of the façade. Due to budget constraints, the houses will include partial brick fronts rather than all brick. The developer also is committed to spending at least $200,000 locally to build the homes and has hired a local general contractor.

MOTION: Move to approve Resolution No. R-15-47 for adoption.

ACTION: MARTIN SECOND: POWELL
ALL AYE

10. Discussion on City parks with David Rains.
    - ■ David Rains, Coffeyville Recreation Commission Director, reviewed what the CRC is responsible for in the parks including the mowing around facilities and inside the fences. They do not maintain any of the playground equipment. Commissioner Martin wants to implement a Parks Board; Kritz requested Commissioners develop a list of what they think a parks board duties are. It was noted park improvements have been included in the Capital Improvements Plan adopted by the Commission, however, there was no funding for the improvements approved.

11. Discussion on City Hall building.
    - ■ Commissioner Martin stated he wanted to move the commission meetings back to City Hall. Grimmett will get an update on the demolition specs for first floor. Mayor Williams requested a work session be held on May 2 beginning at 1 p.m. to make a decision on what will be done with City Hall.

12. City Manager Report
    - ■ City Manager Grimmett reported 4,671 surveys were mailed to registered voters; 530 have been returned filled out and 675 have been returned undeliverable. Training for Commisisoners will be held May 2, 9 a.m. to 12 p.m.

13. Comments from Commissioners and Staff
    - ■ A special meeting will be held on April 23, 6:30 p.m., for the purpose of discussing the transfer of 911 funding to the Sheriff's Department and to review resumes for the city manager position.

- City Clerk Cindy Price stated an offer of $35,000 has been received on the house at 806 W. 1st Street. This is the first house rehabbed from the KHRC funds, and has been on the market for several years. Commissioners concurred to accept the offer.
- Commissioner Kastler stated he wanted to have an event on the 4th of July instead of just fireworks.
- Commissioner Taylor requested a specific breakdown on the facilities project and asked about the impact the loss of the recent businesses would have on the bond rating. Former Mayor Jim Falkner stated the report provided by the Montgomery County Action Council showed of the 965 jobs lost by Amazon and Southwire, 258 of those resided in the 67337 zip code area.
- City Manager Grimmett stated Kansas Municipal Utilities is requesting City's contact senators to oppose Senate Bill 261 which would apply the state's 6.15% sales tax to residential and agriculture energy bills. This would be done to increase revenue to the state in order to close the budget shortfall. Commissioners requested more information.

J. EXECUTIVE SESSION(s)

1. Acquisition of real property.

MOTION: Move to recess to executive session for the discussion of acquisition of real property to reconvene on or before 9:30 p.m.

ACTION: MOTION: KASTLER SECOND: MARTIN
ALL AYE

Time the meeting was reconvened: 9:20 p.m.

MOTION: Move to approve Resolution No. R-15-48 for adoption to enter into a business agreement with Steve and Michele Caldwell to acquire Restlawn Memorial Park.

ACTION: KASTLER SECOND: POWELL
ALL AYE

MOTION: Move to recess to executive session for discussion of items that would be confidential in attorney-client relationship to reconvene on or before 9:30 p.m.

ACTION: MOTION: WILLIAMS SECOND: MARTIN
ALL AYE

Time the meeting was reconvened: 9:30 p.m.

MOTION: Move to recess to executive session for discussion of non-elected personnel to reconvene on or before 10:10 p.m.

ACTION: MOTION: WILLIAMS SECOND: MARTIN
ALL AYE

Time the meeting was reconvened: 10:10 p.m.

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Planning Commission Minutes
2. Zoning Appeals Minutes
3. Police Department report
4. Building permit reports
5. Wastewater Treatment Plant report
6. CRC update

L. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION: MARTIN SECOND: WILLIAMS
ALL AYE

Time the meeting was adjourned: 10:10 p.m.

Date the minutes were approved: ____

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Cindy Price, City Clerk

SPECIAL COMMISSION MEETING MINUTES
THURSDAY, APRIL 23, 2015
6:30 P.M.

The Board of Commissioners met in Special Session at 6:30 p.m. with Mayor Chris Williams presiding.

Present:
MAYOR CHRIS WILLIAMS
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN
COMMISSIONER CRAIG POWELL
COMMISSIONER JIM C. TAYLOR, JR.

City Staff in attendance were:
INTERIM CITY MANAGER JAMES GRIMMETT
CITY CLERK CINDY PRICE

A. CALL TO ORDER – Mayor Chris Williams

B. NEW BUSINESS

1. Resolution No. R-15-45 – A Resolution to transfer 911 funds to the Montgomery County Sheriff's office for dispatching equipment.
   - ■ City Manager James Grimmett stated both the cities of Coffeyville and Independence operate public safety answering points (PSAP) which receive 911 calls and both receive funds from the state through a tax collected on phone lines. The Sheriff's office has reported a need to update their dispatch equipment. The City of Independence has agreed to provide 50% of the funds necessary for the equipment and has requested the City of Coffeyville provide matching funds. The Sheriff's office is dispatching rural fire and is taking more of a roll in dispatching. This upgrade will mean they have the same equipment as both Coffeyville and Independence. Coffeyville has received confirmation from the 911 Council this expenditure is a proper use of the 911 funds.

MOTION: Move to approve Resolution No. R-15-45 for adoption.

ACTION: MARTIN SECOND: KASTLER
ALL AYE EXCEPT WILLIAMS WHO ABSTAINED.

C. EXECUTIVE SESSION(s)

1. Non-elected personnel

MOTION: Move to recess to executive session for discussion of non-elected personnel to reconvene on or before 10:00 p.m.

ACTION: MOTION: WILLIAMS SECOND: POWELL
ALL AYE

Time the meeting was reconvened: 9:30 p.m.

D. ADJOURN

MOTION: Move to adjourn.
ACTION: MOTION: MARTIN SECOND: WILLIAMS
ALL AYE EXCEPT KASTLER WHO HAD LEFT EARLY.

Time the meeting was adjourned: 9:30 p.m.

Date the minutes were approved: ____

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Cindy Price, City Clerk

City of Coffeyville
Department Codings

010-5-011	General - City Commission
010-5-012	General - City Manager
010-5-013	General - Legal
010-5-014	General - Finance
010-5-015	General - City Clerk
010-5-016	General - City Treasurer
010-5-017	General - Collections
010-5-018	General - Data Processing
010-5-019	General - Personnel/Risk Management
010-5-023	General - Police
010-5-025	General - Animal Control
010-5-041	General - Fire
010-5-045	General - Inspections
010-5-071	General - Engineering
010-5-091	General - City Hall
010-5-092	General - Other City Buildings
010-5-131	General - Non-Departmental
010-5-161	General - Public Service - Admin.
010-5-163	General - Public Service - Streets, Alleys
020-5-000	Library
090-5-000	Bond & Interest
110-5-023	Local Alcohol Liquor - Police Department
110-5-760	Local Alcohol Liquor - Special Parks/Rec
110-5-762	Local Alcohol Liquor - Four County
110-5-763	Local Alcohol Liquor - ADSAP
110-5-764	Local Alcohol Liquor - MG County BB/BS
140-5-000	Youth Activity Center
210-5-000	Sales Tax
230-5-000	Drug Forfeitures
250-5-000	Police VIN Fund
340-5-000	Airport Special Projects
350-5-000	Risk Management
360-5-000	Airport
370-5-000	Hillcrest Golf Course

450-5-000	Aquatic Center
500-5-000	Capital Equipment
510-5-000	911 Emergency Telephone System
520-5-000	Capital Imrovement
670-5-000	Veterans Memorial Stadium
700-5-000	Refuse/Trash Utility
720-5-000	Wireless Internet Utility
760-5-000	Stormwater Utility
800-5-020	Electric - Distribution
800-5-022	Electric - Transmission
800-5-030	Electric - Generation
800-5-040	Electric - Administration
810-5-020	Electric Depr/Repl - Distribution
810-5-022	Electric Depr/Repl - Transmission
810-5-030	Electric Depr/Repl - Generation
810-5-040	Electric Depr/Repl - Administration
820-5-000	Electric Debt Service
840-5-000	Electric Surplus
900-5-026	Water - Distribution
900-5-027	Wastewater - Distribution
900-5-036	Water - Treatment
900-5-037	Wastewater - Treatment
900-5-046	Water - General
900-5-047	Wastewater - General
910-5-611	W/WW Depr/Repl - WW Projects
910-5-612	W/WW Depr/Repl - Wtr Projects
910-5-651	W/WW Depr/Repl - WW Equipment
910-5-652	W/WW Depr/Repl - Wtr Equipment
910-5-662	W/WW Depr/Repl - Infiltration/Inflow Reduction

City of Coffeyville
Payroll Distribution Summary
AO-15-07

Type	Date	Amount
Bi-Weekly	April 12, 2015	$ 386,149.07
	Total Payroll	**$ 386,149.07**

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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT          ------ACCOUNT NAME------  DISTRIBUTION

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01-50105   ACTION COMMUNICATIONS

____________________________________________________________________________________________________________________________________

   I-10121              JAG RF COMBINER, FILTER, LABO      5,162.00

    4/08/2015    AP     DUE:  4/08/2015 DISC:  4/08/2015            1099: N

                        JAG RF COMBINER, FILTER, LABOR              230 5-000-810        COMMUNICATION EQUIPMENT       8,172.00

                        CREDIT FOR 44 KENWOOD RADIOS                230 5-000-810        COMMUNICATION EQUIPMENT       3,010.00CR


                        === VENDOR TOTALS ===              5,162.00

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01-02910   AIRGAS USA, LLC

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   I-9926141959         CYLINDER RENTAL-PP                    73.67

    3/31/2015    AP     DUE:  4/30/2015 DISC:  4/30/2015            1099: N

                        CYLINDER RENTAL-PP                          800 5-030-448        EQUIPMENT-RENTAL/SERVICE         73.67


                        === VENDOR TOTALS ===                 73.67

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01-50350   ALTEC INDUSTRIES, INC.

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   I-5188141            BOOM STOW,PAD,PLATFORM,LABOR       6,724.66

    4/01/2015    AP     DUE:  5/01/2015 DISC:  5/01/2015            1099: N

                        BOOM STOW,PAD,PLATFORM,STEPS                800 5-020-680        VEHICLE-PARTS                 4,530.23

                        REPAIRED UPPER BOOM LEAK,STEPS              800 5-020-690        VEHICLE-LABOR                 2,194.43


                        === VENDOR TOTALS ===              6,724.66

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01-00123   AMAZON.COM

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   C-201504222088       SHIPPING CHARGE CREDIT                15.96CR

    3/16/2015    AP     DUE:  3/16/2015 DISC:  3/16/2015            1099: N

                        SHIPPING CHARGE CREDIT                      500 5-310-845        OFFICE FURNITURE & EQUIP         15.96CR

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   I-000428923930       POWER ADAPTERS-4 FL RACK              27.15

    2/16/2015    AP     DUE:  2/16/2015 DISC:  2/16/2015            1099: N

                        POWER ADAPTERS-4 FL RACK                    500 5-310-845        OFFICE FURNITURE & EQUIP         27.15

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   I-000597893651       FOLDING EXTENSION LADDER             120.99

    2/09/2015    AP     DUE:  2/09/2015 DISC:  2/09/2015            1099: N

                        FOLDING EXTENSION LADDER                    010 5-018-520        DEPARTMENT SUPPLIES             120.99

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   I-008434581319       TEST PROBES                           17.51

    3/26/2015    AP     DUE:  3/26/2015 DISC:  3/26/2015            1099: N

                        TEST PROBES                                 800 5-030-525        CHEMICALS/FERTILIZERS/SE         17.51

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   I-035141813615       REX BUTTON                            87.70

    2/19/2015    AP     DUE:  2/19/2015 DISC:  2/19/2015            1099: N

                        REX BUTTON                                  800 5-030-620        EQUIPMENT MAINTENANCE            87.70
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   --------ID--------                                         GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=================================================================================================================================
01-00123   AMAZON.COM                ( ** CONTINUED ** )
_________________________________________________________________________________________________________________________________
   I-044132832692       FIBER PATCH CABLES-STOCK              69.95
    3/30/2015    AP     DUE:  3/30/2015 DISC:  3/30/2015              1099: N
                        FIBER PATCH CABLES-STOCK                      500 5-310-845       OFFICE FURNITURE & EQUIP         69.95
_________________________________________________________________________________________________________________________________
   I-062545203296       ROUTER FOR LECLERE CAMERAS            60.98
    3/05/2015    AP     DUE:  3/05/2015 DISC:  3/05/2015              1099: N
                        ROUTER FOR LECLERE CAMERAS                    500 5-310-845       OFFICE FURNITURE & EQUIP         60.98
_________________________________________________________________________________________________________________________________
   I-067389598321       MONITOR CABLE-DIRECTOR                14.98
    4/07/2015    AP     DUE:  4/07/2015 DISC:  4/07/2015              1099: N
                        MONITOR CABLE-DIRECTOR                        800 5-040-845       OFFICE FURNITURE & EQUIP         14.98
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   I-082511658874       BLU-RAY BURNER                        56.99
    2/24/2015    AP     DUE:  2/24/2015 DISC:  2/24/2015              1099: N
                        BLU-RAY BURNER                                760 5-000-518       COMPUTER SUPPLIES                56.99
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   I-100452610995       COMPUTER FOR CHANNEL 13 X 2           73.98
    2/12/2015    AP     DUE:  2/12/2015 DISC:  2/12/2015              1099: N
                        COMPUTER FOR CHANNEL 13 X 2                   500 5-310-845       OFFICE FURNITURE & EQUIP         73.98
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   I-141471048242       FIBER PATCH CABLES-STOCK              14.04
    3/16/2015    AP     DUE:  3/16/2015 DISC:  3/16/2015              1099: N
                        FIBER PATCH CABLES-STOCK                      500 5-310-845       OFFICE FURNITURE & EQUIP         14.04
_________________________________________________________________________________________________________________________________
   I-141477150198       FIBER PATCH CABLES-STOCK              28.08
    3/16/2015    AP     DUE:  3/16/2015 DISC:  3/16/2015              1099: N
                        FIBER PATCH CABLES-STOCK                      500 5-310-845       OFFICE FURNITURE & EQUIP         28.08
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   I-180317002146       TONER CARTRIDGES X 4                 219.99
    3/30/2015    AP     DUE:  3/30/2015 DISC:  3/30/2015              1099: N
                        TONER CARTRIDGES X 4                          010 5-163-550       OFFICE SUPPLIES                 219.99
_________________________________________________________________________________________________________________________________
   I-202199158162       HDMI ADAPTERS X 2                     21.89
    3/16/2015    AP     DUE:  3/16/2015 DISC:  3/16/2015              1099: N
                        HDMI ADAPTER-FINANCE DIR                      500 5-310-845       OFFICE FURNITURE & EQUIP          5.90
                        HDMI ADAPTER-CONFERENCE RM                    500 5-310-845       OFFICE FURNITURE & EQUIP         15.99
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   I-236750625005       WALL PLATES, JACKS-STOCK              31.92
    3/02/2015    AP     DUE:  3/02/2015 DISC:  3/02/2015              1099: N
                        WALL PLATES, JACKS-STOCK                      500 5-310-845       OFFICE FURNITURE & EQUIP         31.92
_________________________________________________________________________________________________________________________________
   I-259719033317       LAPTOP WARRANTY X 2                  613.24
    3/16/2015    AP     DUE:  3/16/2015 DISC:  3/16/2015              1099: N
                        LAPTOP WARRANTY-SHOOK                         800 5-040-845       OFFICE FURNITURE & EQUIP        306.62
                        LAPTOP WARRANTY-ONESLAGER                     800 5-022-845       OFFICE FURNITURE & EQUIP        306.62
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-00123   AMAZON.COM                    ( ** CONTINUED ** )

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   I-286671780083       LENOVO LAPTOP X 2                   2,438.86

    3/16/2015    AP      DUE:  3/16/2015 DISC:  3/16/2015               1099: N

                         LENOVO LAPTOP-SHOOK                            800 5-040-845       OFFICE FURNITURE & EQUIP      1,219.43

                         LENOVO LAPTOP-ONESLAGER                        800 5-022-845       OFFICE FURNITURE & EQUIP      1,219.43

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   I-286678835298       LAPTOP DOCK STATIONS X 2              312.00

    3/16/2015    AP      DUE:  3/16/2015 DISC:  3/16/2015               1099: N

                         LAPTOP DOCK STN-SHOOK                          800 5-040-845       OFFICE FURNITURE & EQUIP        156.00

                         LAPTOP DOCK STN-ONESLAGER                      800 5-022-845       OFFICE FURNITURE & EQUIP        156.00

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   I-290610192485       MONITOR FOR STOCK                     139.97

    2/16/2015    AP      DUE:  2/16/2015 DISC:  2/16/2015               1099: N

                         MONITOR FOR STOCK                              500 5-310-845       OFFICE FURNITURE & EQUIP        139.97

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   I-290614849805       4 MONITORS FOR STOCK                  559.88

    2/16/2015    AP      DUE:  2/16/2015 DISC:  2/16/2015               1099: N

                         4 MONITORS FOR STOCK                           500 5-310-845       OFFICE FURNITURE & EQUIP        559.88


                         === VENDOR TOTALS ===              4,894.14

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01-50431   AMERICAN METROPOLITAN ENVIRONM

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   I-2015-0075          CONTAMINATION INSPCTN-CITY HA       3,305.00

    4/20/2015    AP      DUE:  4/20/2015 DISC:  4/20/2015               1099: N

                         CONTAMINATION INSPCTN-CITY HAL                 010 5-091-478       PROFESSIONAL SERVICES         3,305.00


                         === VENDOR TOTALS ===              3,305.00

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01-00170   ANIMAL HEALTH CLINIC, INC.

____________________________________________________________________________________________________________________________________

   I-0112156            EUTHANASIA                             27.00

    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015               1099: N

                         EUTHANASIA                                     010 5-025-478       PROFESSIONAL SERVICES            27.00


                         === VENDOR TOTALS ===                 27.00

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01-59760   AT&T

____________________________________________________________________________________________________________________________________

   I-201504202048       4/15 E911                             124.43

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N

                         4/15 E911                                      510 5-000-416       COMMUNICATIONS                  124.43

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   I-201504212079       4/15 E911                             106.57

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N

                         4/15 E911                                      510 5-000-416       COMMUNICATIONS                  106.57
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                           GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-59760   AT&T                         ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-201504212080       4/15 E911                               106.57
    4/09/2015    AP     DUE:  5/09/2015 DISC:  5/09/2015                 1099: N
                        4/15 E911                                         510 5-000-416       COMMUNICATIONS                 106.57

                        === VENDOR TOTALS ===                   337.57
=====================================================================================================================================
01-00197   B. G. & SONS
_____________________________________________________________________________________________________________________________________
   I-201504222083       4/4/15 AIRPORT MOWING                   440.00
    4/13/2015    AP     DUE:  4/13/2015 DISC:  4/13/2015                 1099: N
                        4/4/15 AIRPORT MOWING                             360 5-000-478       PROFESSIONAL SERVICES          440.00
_____________________________________________________________________________________________________________________________________
   I-201504222084       CITY LOT MOWING THRU 4/11/15          1,530.00
    4/13/2015    AP     DUE:  4/13/2015 DISC:  4/13/2015                 1099: N
                        CITY LOT MOWING THRU 4/11/15                      010 5-163-424       CONTRACTUAL AGREEMENTS       1,450.00
                        MOW 806 W 1ST                                     420 5-925-478       PROFESSIONAL SERVICES           10.00
                        MOW 1321 HIBBARD                                  420 5-925-478       PROFESSIONAL SERVICES           10.00
                        MOW 1006 W 5TH                                    420 5-924-478       PROFESSIONAL SERVICES           10.00
                        MOW 1501 W 4TH                                    010 5-023-478       PROFESSIONAL SERVICES           20.00
                        MOW 1401 W 8TH                                    010 5-017-478       PROFESSIONAL SERVICES           10.00
                        MOW 619 S WALNUT                                  010 5-041-478       PROFESSIONAL SERVICES           20.00

                        === VENDOR TOTALS ===                 1,970.00
=====================================================================================================================================
01-50883   B.I.C.I., LLC
_____________________________________________________________________________________________________________________________________
   I-1515               ROOT SPRAY                            2,536.00
    3/25/2015    AP     DUE:  3/25/2015 DISC:  3/25/2015                 1099: N
                        ROOT SPRAY                                        900 5-027-525       CHEMICALS/FERTILIZERS/SE     2,536.00

                        === VENDOR TOTALS ===                 2,536.00
=====================================================================================================================================
01-51291   BOARD OF TAX APPEALS
_____________________________________________________________________________________________________________________________________
   I-201504222085       1401 W 8TH TAX EXEMPT APP FEE           400.00
    3/26/2015    AP     DUE:  4/25/2015 DISC:  4/25/2015                 1099: N
                        1401 W 8TH TAX EXEMPT APP FEE                     010 5-017-460       PAYMENTS TO STATE AGENCY       400.00

                        === VENDOR TOTALS ===                   400.00
=====================================================================================================================================
01-03853   BOBBY TRACY
_____________________________________________________________________________________________________________________________________
   I-201504212074       MEALS-WICHITA-HAZMAT SYMPOSIU            64.00
    4/20/2015    AP     DUE:  4/20/2015 DISC:  4/20/2015                 1099: N
                        MEALS-WICHITA-HAZMAT SYMPOSIUM                    010 5-041-490       TRAVEL EXPENSE REIMBURSE        64.00

                        === VENDOR TOTALS ===                    64.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                         GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------     DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00410   BRASS HAT JANITORIAL
_____________________________________________________________________________________________________________________________________
   I-472015             3/15 WEEKLY ED OFC CLEANING          200.00
    4/07/2015    AP      DUE:  5/07/2015 DISC:  5/07/2015              1099: N
                        3/15 WEEKLY ED OFC CLEANING                    800 5-020-424       CONTRACTUAL AGREEMENTS          200.00

                        === VENDOR TOTALS ===                200.00
=====================================================================================================================================
01-51307   BRENNTAG SOUTHWEST, INC.
_____________________________________________________________________________________________________________________________________
   I-BSW598779          POTASSIUM FOR WTP                  3,524.20
    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015              1099: N
                        POTASSIUM FOR WTP                              900 5-036-525       CHEMICALS/FERTILIZERS/SE      3,524.20
_____________________________________________________________________________________________________________________________________
   I-BSW601090          POLYPHOSPHATE, AMMONIA             3,903.53
    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015              1099: N
                        POLYPHOSPHATE, AMMONIA                         900 5-036-525       CHEMICALS/FERTILIZERS/SE      3,903.53

                        === VENDOR TOTALS ===              7,427.73
=====================================================================================================================================
01-00532   C & J'S SPOT FREE CAR WASH
_____________________________________________________________________________________________________________________________________
   I-836386             CAR WASHES X 30-ELEC                 130.98
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015              1099: N
                        CAR WASHES X 30-ELEC                           800 5-020-478       PROFESSIONAL SERVICES           130.98

                        === VENDOR TOTALS ===                130.98
=====================================================================================================================================
01-00590   CARTER AUTOMOTIVE WAREHOUSE
_____________________________________________________________________________________________________________________________________
   C-158577/1           EXCHANGE WIPER BLADES                  0.48CR
    3/13/2015    AP      DUE:  3/13/2015 DISC:  3/13/2015              1099: N
                        EXCHANGE WIPER BLADES                          010 5-163-590       VEHICLE-EQUIP SUPPLIES            0.48CR
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   C-201215/1           CREDIT ON RETURNED COVER               5.40CR
    3/30/2015    AP      DUE:  3/30/2015 DISC:  3/30/2015              1099: N
                        CREDIT ON RETURNED COVER                       010 5-163-620       EQUIPMENT MAINTENANCE             5.40CR
_____________________________________________________________________________________________________________________________________
   I-173479/1           SWITCH                                21.25
    3/03/2015    AP      DUE:  4/02/2015 DISC:  4/02/2015              1099: N
                        SWITCH                                         900 5-026-620       EQUIPMENT MAINTENANCE            21.25
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   I-200563/1           AIR CONDITIONER BELT X 2              12.22
    3/26/2015    AP      DUE:  4/25/2015 DISC:  4/25/2015              1099: N
                        AIR CONDITIONER BELT X 2                       010 5-017-610       BUILDING MAINTENANCE             12.22
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   I-202865/1           BRAKE FLUID X 4                       17.44
    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015              1099: N
                        BRAKE FLUID X 4                                010 5-163-545       MOTOR FUELS/LUBRICANTS           17.44
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-00590   CARTER AUTOMOTIVE WAREHOUSE   ( ** CONTINUED ** )

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   I-202944/1            FILTERS, CARB CLEANER, OIL             84.12

    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015              1099: N

                         FILTERS                                        010 5-163-620       EQUIPMENT MAINTENANCE           19.24

                         OIL, CARB CLEANER, BRAKE FLUID                 010 5-163-545       MOTOR FUELS/LUBRICANTS          64.88

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   I-202963/1            PIPE, SHAFT FOR TRIMMERS               39.95

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015              1099: N

                         PIPE, SHAFT FOR TRIMMERS                       010 5-163-620       EQUIPMENT MAINTENANCE           39.95

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   I-203180/1            TAIL LIGHT BULB                         1.00

    4/07/2015    AP      DUE:  5/07/2015 DISC:  5/07/2015              1099: N

                         TAIL LIGHT BULB                                010 5-071-680       VEHICLE-PARTS                    1.00

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   I-203406/1            BLOWER BATTERY                         38.49

    4/08/2015    AP      DUE:  5/08/2015 DISC:  5/08/2015              1099: N

                         BLOWER BATTERY                                 360 5-000-620       EQUIPMENT MAINTENANCE           38.49

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   I-203869/1            FUEL LINE BARRICADE X 25               24.75

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015              1099: N

                         FUEL LINE BARRICADE X 25                       010 5-163-520       DEPARTMENT SUPPLIES             24.75

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   I-203908/1            FUEL CAP                                5.37

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015              1099: N

                         FUEL CAP                                       010 5-163-680       VEHICLE-PARTS                    5.37

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   I-204491/1            TIRE SEALANT                           13.28

    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015              1099: N

                         TIRE SEALANT                                   010 5-163-520       DEPARTMENT SUPPLIES             13.28

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   I-204540/1            1/2" REPLACEMENT WRENCH                 4.41

    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015              1099: N

                         1/2" REPLACEMENT WRENCH                        900 5-037-580       TOOLS                            4.41

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   I-204701/1            MOWER BATTERY                          34.69

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015              1099: N

                         MOWER BATTERY                                  010 5-163-620       EQUIPMENT MAINTENANCE           34.69

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   I-204740/1            5 GAL OIL FOR PUMPS                    65.41

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015              1099: N

                         5 GAL OIL FOR PUMPS                            900 5-036-545       MOTOR FUELS/LUBRICANTS          65.41

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   I-204747/1            FUEL, OIL FILTERS                      39.07

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015              1099: N

                         FUEL, OIL FILTERS                              800 5-020-680       VEHICLE-PARTS                   39.07

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   I-204831/1            C CLAMP                                12.24

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015              1099: N

                         C CLAMP                                        900 5-037-620       EQUIPMENT MAINTENANCE           12.24
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   --------ID--------                                          GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-00590   CARTER AUTOMOTIVE WAREHOUSE   ( ** CONTINUED ** )
____________________________________________________________________________________________________________________________________
   I-204899/1            FILTER                                 16.12
    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015               1099: N
                         FILTER                                         010 5-163-620       EQUIPMENT MAINTENANCE           16.12

                         === VENDOR TOTALS ===                 423.93
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01-99100   CHAD SOLES
____________________________________________________________________________________________________________________________________
   I-201504202049        MILEAGE-IOLA-NG 911 MEETING            82.23
    4/08/2015    AP      DUE:  5/08/2015 DISC:  5/08/2015               1099: N
                         MILEAGE-IOLA-NG 911 MEETING                    010 5-023-490       TRAVEL EXPENSE REIMBURSE        82.23

                         === VENDOR TOTALS ===                  82.23
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01-51833   CHARLESWORTH & ASSOCIATES, L.C
____________________________________________________________________________________________________________________________________
   I-61284               PRPRTY & LIAB INSURANCE MRKTG       3,750.00
    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015               1099: N
                         PRPRTY & LIAB INSURANCE MRKTG                  010 5-131-424       CONTRACTUAL AGREEMENTS         937.50
                         PRPRTY & LIAB INSURANCE MRKTG                  800 5-040-424       CONTRACTUAL AGREEMENTS         937.50
                         PRPRTY & LIAB INSURANCE MRKTG                  900 5-046-424       CONTRACTUAL AGREEMENTS         937.50
                         PRPRTY & LIAB INSURANCE MRKTG                  900 5-047-424       CONTRACTUAL AGREEMENTS         937.50

                         === VENDOR TOTALS ===               3,750.00
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01-03470   CHUCK SHIVELY
____________________________________________________________________________________________________________________________________
   I-201504222089        MEALS-TOPEKA-CDBG WORKSHOP             32.00
    4/20/2015    AP      DUE:  5/20/2015 DISC:  5/20/2015               1099: N
                         MEALS-TOPEKA-CDBG WORKSHOP                     010 5-071-490       TRAVEL EXPENSE REIMBURSE        32.00

                         === VENDOR TOTALS ===                  32.00
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01-01040   CITY OF COFFEYVILLE
____________________________________________________________________________________________________________________________________
   I-201504202050        ELECTRIC UTILITIES                  4,777.18
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015               1099: N
                         COOLING TOWER STORMWATER                       800 5-030-595       WATER-COOLING TOWER             15.00
                         MACHINE SHOP                                   800 5-030-494       UTILITIES                      822.02
                         BASEMENT                                       800 5-030-494       UTILITIES                    1,418.61
                         TOWER #3                                       800 5-030-494       UTILITIES                      159.63
                         TOWER #4                                       800 5-030-494       UTILITIES                    2,361.92

                         === VENDOR TOTALS ===               4,777.18
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-01146   CITY OF DEARING
_____________________________________________________________________________________________________________________________________
   I-201504202051       3/15 FRANCHISE FEES                   134.32
    4/01/2015    AP     DUE:  5/01/2015 DISC:  5/01/2015               1099: N
                        3/15 FRANCHISE FEES                            800 5-020-430       DEARING FRANCHISE PAYMEN       134.32

                        === VENDOR TOTALS ===                 134.32
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01-00670   CITY TREASURER
_____________________________________________________________________________________________________________________________________
   I-201504202052       GO BOND SERIES 2011-A P & I        83,316.88
    4/28/2015    AP     DRAFT     CK# 000000  4/28/2015                1099: N
                        GO BOND SERIES 2011-A INTEREST                 090 5-000-910       BONDS-INTEREST              56,420.00
                        GO BOND SERIES 2011-A PRINCIPA                 090 5-000-920       BONDS-PRINCIPAL             26,896.88

                        === VENDOR TOTALS ===              83,316.88
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01-00680   CITY TREASURER
_____________________________________________________________________________________________________________________________________
   I-201504202053       HEALTH CLAIMS PD/ADMIN EXPENS      80,015.65
    4/07/2015    AP     DRAFT     CK# 000000  4/10/2015                1099: N
                        HEALTH CLAIMS PAID - BCBS                      350 5-716-310       HEALTH INSURANCE            77,602.22
                        ADMINISTRATIVE EXPENSE - BCBS                  350 5-716-310       HEALTH INSURANCE             2,413.43
_____________________________________________________________________________________________________________________________________
   I-201504202054       HEALTH CLAIMS PD/ADMIN EXPENS      24,887.27
    4/14/2015    AP     DRAFT     CK# 000000  4/17/2015                1099: N
                        HEALTH CLAIMS PAID - BCBS                      350 5-716-310       HEALTH INSURANCE            24,136.62
                        ADMINISTRATIVE EXPENSE - BCBS                  350 5-716-310       HEALTH INSURANCE               750.65
_____________________________________________________________________________________________________________________________________
   I-201504202055       DENTAL CLAIMS PAID-DELTA              196.00
    4/10/2015    AP     DRAFT     CK# 000000  4/10/2015                1099: N
                        DENTAL CLAIMS PAID-DELTA                       350 5-716-310       HEALTH INSURANCE               196.00
_____________________________________________________________________________________________________________________________________
   I-201504202056       DENTAL CLAIMS PAID-DELTA            1,372.40
    4/16/2015    AP     DRAFT     CK# 000000  4/17/2015                1099: N
                        DENTAL CLAIMS PAID-DELTA                       350 5-716-310       HEALTH INSURANCE             1,372.40

                        === VENDOR TOTALS ===             106,471.32
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01-52050   CJ'S THREADS LLC
_____________________________________________________________________________________________________________________________________
   I-12515              UNIFORM SHIRTS, PANTS-O'CONNO          73.00
    4/10/2015    AP     DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                        UNIFORM SHIRTS, PANTS-O'CONNOR                 010 5-041-515       CLOTHING                        73.00

                        === VENDOR TOTALS ===                  73.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                           GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-00720   CLOUGH OIL COMPANY, INC.
____________________________________________________________________________________________________________________________________
   I-49562               98 GALLON DIESEL FUEL                 218.03
    3/16/2015    AP      DUE:  4/15/2015 DISC:  4/15/2015              1099: N
                         98 GALLON DIESEL FUEL                         010 5-163-545       MOTOR FUELS/LUBRICANTS          218.03
____________________________________________________________________________________________________________________________________
   I-49606               GAS AND DIESEL FUEL                   606.22
    4/02/2015    AP      DUE:  5/02/2015 DISC:  5/02/2015              1099: N
                         GAS AND DIESEL FUEL                           370 5-000-545       MOTOR FUELS/LUBRICANTS          606.22

                         === VENDOR TOTALS ===                 824.25
====================================================================================================================================
01-00721   CLOUGH SERVICE
____________________________________________________________________________________________________________________________________
   I-44041602            FUEL-PUBLIC SVC-THRU 4/9            1,314.70
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-PUBLIC SVC-THRU 4/9                      010 5-163-545       MOTOR FUELS/LUBRICANTS        1,314.70
____________________________________________________________________________________________________________________________________
   I-44041604            FUEL-ENGINEERING-THRU 4/9             123.57
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-ENGINEERING-THRU 4/9                     010 5-071-545       MOTOR FUELS/LUBRICANTS          123.57
____________________________________________________________________________________________________________________________________
   I-44041605            FUEL-POLICE-THRU 4/9                1,433.41
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-POLICE-THRU 4/9                          010 5-023-545       MOTOR FUELS/LUBRICANTS        1,433.41
____________________________________________________________________________________________________________________________________
   I-44041606            FUEL-ACO-THRU 4/9                      99.32
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-ACO-THRU 4/9                             010 5-025-545       MOTOR FUELS/LUBRICANTS           99.32
____________________________________________________________________________________________________________________________________
   I-44041607            FUEL-FIRE-THRU 4/9                    595.94
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-FIRE-THRU 4/9                            010 5-041-545       MOTOR FUELS/LUBRICANTS          595.94
____________________________________________________________________________________________________________________________________
   I-44041608            FUEL-CODE ENFORCEMENT-THRU 4/          35.76
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-CODE ENFORCEMENT-THRU 4/9                010 5-045-545       MOTOR FUELS/LUBRICANTS           35.76
____________________________________________________________________________________________________________________________________
   I-44041609            FUEL-WATER DIST-THRU 4/9              620.33
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-WATER DIST-THRU 4/9                      900 5-026-545       MOTOR FUELS/LUBRICANTS          620.33
____________________________________________________________________________________________________________________________________
   I-44041610            FUEL-WW COLLECTION-THRU 4/9           276.63
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-WW COLLECTION-THRU 4/9                   900 5-027-545       MOTOR FUELS/LUBRICANTS          276.63
____________________________________________________________________________________________________________________________________
   I-44041612            FUEL-WW TREATMENT-THRU 4/9            162.39
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         FUEL-WW TREATMENT-THRU 4/9                    900 5-037-545       MOTOR FUELS/LUBRICANTS          162.39
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   --------ID--------                                           GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00721   CLOUGH SERVICE                ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-44041613            FUEL-METER READERS-THRU 4/9           108.80
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-METER READERS-THRU 4/9                    010 5-017-545       MOTOR FUELS/LUBRICANTS          108.80
_____________________________________________________________________________________________________________________________________
   I-44041614            FUEL-ELECTRIC DIST-THRU 4/9           929.92
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-ELECTRIC DIST-THRU 4/9                    800 5-020-545       MOTOR FUELS/LUBRICANTS          929.92
_____________________________________________________________________________________________________________________________________
   I-44041615            FUEL-ELECTRIC GEN-THRU 4/9            112.70
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-ELECTRIC GEN-THRU 4/9                     800 5-030-545       MOTOR FUELS/LUBRICANTS          112.70
_____________________________________________________________________________________________________________________________________
   I-44041616            FUEL-ELECTRIC ADMIN-THRU 4/9           26.11
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-ELECTRIC ADMIN-THRU 4/9                   800 5-040-545       MOTOR FUELS/LUBRICANTS           26.11
_____________________________________________________________________________________________________________________________________
   I-44041617            FUEL-W/WW ADMIN-THRU 4/9               40.33
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-W/WW ADMIN-THRU 4/9                       900 5-046-545       MOTOR FUELS/LUBRICANTS           40.33
_____________________________________________________________________________________________________________________________________
   I-44041618            FUEL-STORMWATER-THRU 4/9              440.61
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-STORMWATER-THRU 4/9                       760 5-000-545       MOTOR FUELS/LUBRICANTS          440.61
_____________________________________________________________________________________________________________________________________
   I-44041620            FUEL-WIRELESS-THRU 4/9                 68.21
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-WIRELESS-THRU 4/9                         720 5-000-545       MOTOR FUELS/LUBRICANTS           68.21
_____________________________________________________________________________________________________________________________________
   I-44041621            FUEL-IT-THRU 4/9                       30.98
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         FUEL-IT-THRU 4/9                               010 5-018-545       MOTOR FUELS/LUBRICANTS           30.98

                         === VENDOR TOTALS ===               6,419.71
=====================================================================================================================================
01-52077   CLUBHOUSE INN & SUITES - TOPEK
_____________________________________________________________________________________________________________________________________
   I-316142              HOTEL-ADAMS-K9 TRNG-THRU 4/10         315.65
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                         HOTEL-ADAMS-K9 TRNG-THRU 4/10                  230 5-000-490       TRAVEL EXPENSE REIMBURSE        315.65
_____________________________________________________________________________________________________________________________________
   I-316384              HOTEL-ADAMS-K9 TRNG THRU 4/17         315.65
    4/17/2015    AP      DUE:  4/17/2015 DISC:  4/17/2015               1099: N
                         HOTEL-ADAMS-K9 TRNG THRU 4/17                  230 5-000-490       TRAVEL EXPENSE REIMBURSE        315.65

                         === VENDOR TOTALS ===                 631.30
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------   DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00735   COFFEYVILLE ACE HARDWARE
_____________________________________________________________________________________________________________________________________
   I-239757             DUPLICATE KEYS X 3                  4.49
    3/26/2015    AP     DUE:  4/25/2015 DISC:  4/25/2015              1099: N
                        DUPLICATE KEYS X 3                            800 5-030-520      DEPARTMENT SUPPLIES                4.49
_____________________________________________________________________________________________________________________________________
   I-240038             CONTAINER, TAPE, RECEPTACLE        26.14
    3/27/2015    AP     DUE:  4/26/2015 DISC:  4/26/2015              1099: N
                        CONTAINER, TAPE, RECEPTACLE                   800 5-030-520      DEPARTMENT SUPPLIES               26.14

                        === VENDOR TOTALS ===              30.63
=====================================================================================================================================
01-00737   COFFEYVILLE ACE HARDWARE
_____________________________________________________________________________________________________________________________________
   C-238570             RETURN FAUCET-VMS                  49.99CR
    3/19/2015    AP     DUE:  3/19/2015 DISC:  3/19/2015              1099: N
                        RETURN FAUCET-VMS                             900 5-026-572      SUPPLIES-OTHER                    49.99CR
_____________________________________________________________________________________________________________________________________
   I-235827             AAA BATTERIES                       6.99
    3/02/2015    AP     DUE:  3/02/2015 DISC:  3/02/2015              1099: N
                        AAA BATTERIES                                 900 5-037-505      BATTERIES-NON VEHICLES             6.99
_____________________________________________________________________________________________________________________________________
   I-235862             TAPE, HARDWARE                     21.39
    3/02/2015    AP     DUE:  3/02/2015 DISC:  3/02/2015              1099: N
                        TAPE, HARDWARE                                900 5-026-520      DEPARTMENT SUPPLIES               21.39
_____________________________________________________________________________________________________________________________________
   I-235891             PUMP VALVE                          3.99
    3/02/2015    AP     DUE:  3/02/2015 DISC:  3/02/2015              1099: N
                        PUMP VALVE                                    900 5-036-620      EQUIPMENT MAINTENANCE              3.99
_____________________________________________________________________________________________________________________________________
   I-235977             RESPIRATOR, LATEX GLOVES           45.80
    3/03/2015    AP     DUE:  3/03/2015 DISC:  3/03/2015              1099: N
                        RESPIRATOR, LATEX GLOVES                      010 5-023-520      DEPARTMENT SUPPLIES               45.80
_____________________________________________________________________________________________________________________________________
   I-236076             MOUSE BAIT, SCRUBBER               19.40
    3/03/2015    AP     DUE:  3/03/2015 DISC:  3/03/2015              1099: N
                        MOUSE BAIT, SCRUBBER                          010 5-023-520      DEPARTMENT SUPPLIES               19.40
_____________________________________________________________________________________________________________________________________
   I-236184             METAL STRAP                         1.39
    3/04/2015    AP     DUE:  3/04/2015 DISC:  3/04/2015              1099: N
                        METAL STRAP                                   900 5-026-520      DEPARTMENT SUPPLIES                1.39
_____________________________________________________________________________________________________________________________________
   I-236220             HOOK HOLD X 2                       4.98
    3/04/2015    AP     DUE:  3/04/2015 DISC:  3/04/2015              1099: N
                        HOOK HOLD X 2                                 900 5-037-520      DEPARTMENT SUPPLIES                4.98
_____________________________________________________________________________________________________________________________________
   I-236489             CABLE TIES                          5.99
    3/06/2015    AP     DUE:  3/06/2015 DISC:  3/06/2015              1099: N
                        CABLE TIES                                    010 5-018-520      DEPARTMENT SUPPLIES                5.99
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                           GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-00737   COFFEYVILLE ACE HARDWARE      ( ** CONTINUED ** )
____________________________________________________________________________________________________________________________________
   I-236543             4" ADAPTER                              3.79
    3/06/2015    AP      DUE:  3/06/2015 DISC:  3/06/2015               1099: N
                         4" ADAPTER                                     900 5-027-555       PLUMBING SUPPLIES                 3.79
____________________________________________________________________________________________________________________________________
   I-237542             ELECTRICAL TAPE                         5.58
    3/12/2015    AP      DUE:  3/12/2015 DISC:  3/12/2015               1099: N
                         ELECTRICAL TAPE                                900 5-026-520       DEPARTMENT SUPPLIES               5.58
____________________________________________________________________________________________________________________________________
   I-237641             NAILS                                   1.99
    3/13/2015    AP      DUE:  3/13/2015 DISC:  3/13/2015               1099: N
                         NAILS                                          010 5-163-520       DEPARTMENT SUPPLIES               1.99
____________________________________________________________________________________________________________________________________
   I-237968             HOLE SAW, HATCHET                      26.38
    3/16/2015    AP      DUE:  3/16/2015 DISC:  3/16/2015               1099: N
                         HOLE SAW, HATCHET                              760 5-000-580       TOOLS                            26.38
____________________________________________________________________________________________________________________________________
   I-238175             COUPLING                                5.58
    3/17/2015    AP      DUE:  3/17/2015 DISC:  3/17/2015               1099: N
                         COUPLING                                       900 5-026-555       PLUMBING SUPPLIES                 5.58
____________________________________________________________________________________________________________________________________
   I-238179             FUSE X 4                               20.76
    3/17/2015    AP      DUE:  3/17/2015 DISC:  3/17/2015               1099: N
                         FUSE X 4                                       010 5-071-520       DEPARTMENT SUPPLIES              20.76
____________________________________________________________________________________________________________________________________
   I-238214             PIPE CAP X 4                            3.16
    3/17/2015    AP      DUE:  3/17/2015 DISC:  3/17/2015               1099: N
                         PIPE CAP X 4                                   010 5-163-520       DEPARTMENT SUPPLIES               3.16
____________________________________________________________________________________________________________________________________
   I-238409             FITTINGS FOR TURBIDITY METERS          47.29
    3/18/2015    AP      DUE:  3/18/2015 DISC:  3/18/2015               1099: N
                         FITTINGS FOR TURBIDITY METERS                  900 5-036-620       EQUIPMENT MAINTENANCE            47.29
____________________________________________________________________________________________________________________________________
   I-238434             VALVE, SIPHON, FAUCET-STADIUM         122.36
    3/18/2015    AP      DUE:  3/18/2015 DISC:  3/18/2015               1099: N
                         VALVE, SIPHON, FAUCET-STADIUM                  900 5-026-572       SUPPLIES-OTHER                  122.36
____________________________________________________________________________________________________________________________________
   I-238581             VALVES, UNION, REPAIR KIT-VMS          41.45
    3/19/2015    AP      DUE:  3/19/2015 DISC:  3/19/2015               1099: N
                         VALVES, UNION, REPAIR KIT-VMS                  900 5-026-572       SUPPLIES-OTHER                   41.45
____________________________________________________________________________________________________________________________________
   I-238600             CORD-DRINKING FOUNTAIN-VMS              4.99
    3/19/2015    AP      DUE:  3/19/2015 DISC:  3/19/2015               1099: N
                         CORD-DRINKING FOUNTAIN-VMS                     900 5-026-572       SUPPLIES-OTHER                    4.99
____________________________________________________________________________________________________________________________________
   I-238611             RECEPTACLE WALLPLATE                    0.40
    3/19/2015    AP      DUE:  3/19/2015 DISC:  3/19/2015               1099: N
                         RECEPTACLE WALLPLATE                           010 5-163-520       DEPARTMENT SUPPLIES               0.40
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                         GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00737   COFFEYVILLE ACE HARDWARE      ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-238644             REPAIR KIT, RING-VMS                   11.46
    3/19/2015    AP     DUE:  3/19/2015 DISC:  3/19/2015               1099: N
                        REPAIR KIT, RING-VMS                           900 5-026-572      SUPPLIES-OTHER                   11.46
_____________________________________________________________________________________________________________________________________
   I-238680             SEAT/SPRING-VMS                         1.19
    3/19/2015    AP     DUE:  3/19/2015 DISC:  3/19/2015               1099: N
                        SEAT/SPRING-VMS                                900 5-026-572      SUPPLIES-OTHER                    1.19
_____________________________________________________________________________________________________________________________________
   I-238758             FITTINGS FOR SUMP PUMP-CSC              4.89
    3/20/2015    AP     DUE:  3/20/2015 DISC:  3/20/2015               1099: N
                        FITTINGS FOR SUMP PUMP-CSC                     900 5-026-572      SUPPLIES-OTHER                    4.89
_____________________________________________________________________________________________________________________________________
   I-238769             GALVENIZED FITTINGS X 2                 2.78
    3/20/2015    AP     DUE:  3/20/2015 DISC:  3/20/2015               1099: N
                        GALVENIZED FITTINGS X 2                        010 5-163-520      DEPARTMENT SUPPLIES               2.78
_____________________________________________________________________________________________________________________________________
   I-238785             EXPANDING FOAM                         11.66
    3/20/2015    AP     DUE:  3/20/2015 DISC:  3/20/2015               1099: N
                        EXPANDING FOAM                                 010 5-163-520      DEPARTMENT SUPPLIES              11.66
_____________________________________________________________________________________________________________________________________
   I-239204             PAINT TRAY, POLY FILM                  38.94
    3/23/2015    AP     DUE:  3/23/2015 DISC:  3/23/2015               1099: N
                        PAINT TRAY, POLY FILM                          010 5-041-520      DEPARTMENT SUPPLIES              38.94
_____________________________________________________________________________________________________________________________________
   I-239351             10" SNIPS                               9.99
    3/24/2015    AP     DUE:  3/24/2015 DISC:  3/24/2015               1099: N
                        10" SNIPS                                      900 5-037-580      TOOLS                             9.99
_____________________________________________________________________________________________________________________________________
   I-239390             PLUGS, ELBOW, BALL-BLOWER              24.52
    3/24/2015    AP     DUE:  3/24/2015 DISC:  3/24/2015               1099: N
                        PLUGS, ELBOW, BALL-BLOWER                      900 5-037-620      EQUIPMENT MAINTENANCE            24.52
_____________________________________________________________________________________________________________________________________
   I-239558             HYDRANT FAUCET KEY                      3.29
    3/25/2015    AP     DUE:  3/25/2015 DISC:  3/25/2015               1099: N
                        HYDRANT FAUCET KEY                             010 5-017-520      DEPARTMENT SUPPLIES               3.29
_____________________________________________________________________________________________________________________________________
   I-239606             5 GAL WATER COOLER                     29.99
    3/25/2015    AP     DUE:  3/25/2015 DISC:  3/25/2015               1099: N
                        5 GAL WATER COOLER                             900 5-027-520      DEPARTMENT SUPPLIES              29.99
_____________________________________________________________________________________________________________________________________
   I-239625             PASTE, CAPS FOR SPRAYER                 6.97
    3/25/2015    AP     DUE:  3/25/2015 DISC:  3/25/2015               1099: N
                        PASTE, CAPS FOR SPRAYER                        010 5-163-620      EQUIPMENT MAINTENANCE             6.97
_____________________________________________________________________________________________________________________________________
   I-239952             REPAIR KIT-LITTLE LEAGUE                5.19
    3/27/2015    AP     DUE:  3/27/2015 DISC:  3/27/2015               1099: N
                        REPAIR KIT-LITTLE LEAGUE                       900 5-026-572      SUPPLIES-OTHER                    5.19
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                          GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00737   COFFEYVILLE ACE HARDWARE      ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-240013             HOSE FOR WEED SPRAYER                   1.99
    3/27/2015    AP     DUE:  3/27/2015 DISC:  3/27/2015               1099: N
                        HOSE FOR WEED SPRAYER                          010 5-163-620       EQUIPMENT MAINTENANCE             1.99
_____________________________________________________________________________________________________________________________________
   I-240024             SPRAYER COUPLER                         0.67
    3/27/2015    AP     DUE:  3/27/2015 DISC:  3/27/2015               1099: N
                        SPRAYER COUPLER                                010 5-163-620       EQUIPMENT MAINTENANCE             0.67
_____________________________________________________________________________________________________________________________________
   I-240677             PIPING FOR UPFLOWS                     96.02
    3/31/2015    AP     DUE:  3/31/2015 DISC:  3/31/2015               1099: N
                        PIPING FOR UPFLOWS                             900 5-036-620       EQUIPMENT MAINTENANCE            96.02

                        === VENDOR TOTALS ===                 593.22
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01-00770   COFFEYVILLE AREA CHAMBER OF CO
_____________________________________________________________________________________________________________________________________
   I-3292               CHAMBER ANNUAL DINNER-TOPEKA          225.00
    2/05/2015    AP     DUE:  3/07/2015 DISC:  3/07/2015               1099: N
                        CHAMBER ANNUAL DINNER-TOPEKA                   010 5-012-490       TRAVEL EXPENSE REIMBURSE       225.00

                        === VENDOR TOTALS ===                 225.00
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01-00800   COFFEYVILLE CONCRETE COMPANY
_____________________________________________________________________________________________________________________________________
   I-131097             57.75 CY CONCRETE                   5,909.75
    3/31/2015    AP     DUE:  4/30/2015 DISC:  4/30/2015               1099: N
                        36.50 CY CONCRETE-PARKING LOT                  010 5-017-510       CEMENT & ASPHALT             3,759.50
                        18.50 CY CONCRETE-WATERHOLES                   900 5-026-510       CEMENT & ASPHALT             1,905.50
                        2.75 CY CONCRETE-4TH SIDEWALK                  010 5-163-510       CEMENT & ASPHALT               244.75

                        === VENDOR TOTALS ===               5,909.75
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01-00870   COFFEYVILLE FEED AND FARM SUPP
_____________________________________________________________________________________________________________________________________
   I-605071             STRAW BALE FOR GRASS SEED               6.00
    4/08/2015    AP     DUE:  5/08/2015 DISC:  5/08/2015               1099: N
                        STRAW BALE FOR GRASS SEED                      020 5-140-520       DEPARTMENT SUPPLIES               6.00

                        === VENDOR TOTALS ===                   6.00
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01-00877   COFFEYVILLE FRIENDS OF ANIMALS
_____________________________________________________________________________________________________________________________________
   I-42596              5/15 SHELTER OPERATING EXPENS       1,500.00
    4/17/2015    AP     DUE:  4/17/2015 DISC:  4/17/2015               1099: N
                        5/15 SHELTER OPERATING EXPENSE                 010 5-025-424       CONTRACTUAL AGREEMENTS       1,500.00

                        === VENDOR TOTALS ===               1,500.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------    DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-01000   COFFEYVILLE REGIONAL MEDICAL C
____________________________________________________________________________________________________________________________________
   I-42597              5/15 FACILITY LEASE                 750.00
    4/20/2015    AP     DUE:  5/20/2015 DISC:  5/20/2015              1099: N
                        5/15 FACILITY LEASE                           520 5-350-424      CONTRACTUAL AGREEMENTS         750.00

                        === VENDOR TOTALS ===               750.00
====================================================================================================================================
01-52150   COMPENSATING USE TAX
____________________________________________________________________________________________________________________________________
   I-201504202057       3/15 COMPENSATING USE TAX            74.04
    4/01/2015    AP     DRAFT     CK# 000000  4/24/2015               1099: N
                        3/15 COMPENSATING USE TAX                     800 5-020-570      SAFETY EQUIPMENT                23.54
                        3/15 COMPENSATING USE TAX                     800 5-020-850      OTHER EQUIPMENT                 50.50

                        === VENDOR TOTALS ===                74.04
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01-57405   COX BUSINESS SERVICES
____________________________________________________________________________________________________________________________________
   I-201504202058       AQUATIC CENTER TELEPHONE SVC         78.59
    4/11/2015    AP     DUE:  5/11/2015 DISC:  5/11/2015              1099: N
                        AQUATIC CENTER TELEPHONE SVC                  450 5-000-416      COMMUNICATIONS                  78.59
____________________________________________________________________________________________________________________________________
   I-201504202059       ELECTRIC ADMIN TELEPHONE SVC         36.26
    4/01/2015    AP     DUE:  5/01/2015 DISC:  5/01/2015              1099: N
                        ELECTRIC ADMIN TELEPHONE SVC                  800 5-040-416      COMMUNICATIONS                  36.26
____________________________________________________________________________________________________________________________________
   I-201504202060       CEMETERY TELEPHONE SERVICE           21.12
    4/12/2015    AP     DUE:  5/12/2015 DISC:  5/12/2015              1099: N
                        CEMETERY TELEPHONE SERVICE                    010 5-163-416      COMMUNICATIONS                  21.12
____________________________________________________________________________________________________________________________________
   I-201504202061       HGC TELEPHONE SERVICE                36.26
    4/12/2015    AP     DUE:  5/12/2015 DISC:  5/12/2015              1099: N
                        HGC TELEPHONE SERVICE                         370 5-000-416      COMMUNICATIONS                  36.26
____________________________________________________________________________________________________________________________________
   I-201504202062       4/15 OPTICAL INTERNET, PRI        5,773.08
    4/18/2015    AP     DUE:  5/18/2015 DISC:  5/18/2015              1099: N
                        4/15 OPTICAL INTERNET                         720 5-000-448      EQUIPMENT-RENTAL/SERVICE     5,000.00
                        PRIMARY RATE INTERFACE LINES                  010 5-131-416      COMMUNICATIONS                 417.46
                        PRIMARY RATE INTERFACE LINES                  900 5-046-416      COMMUNICATIONS                  15.46
                        PRIMARY RATE INTERFACE LINES                  800 5-040-416      COMMUNICATIONS                 224.19
                        PRIMARY RATE INTERFACE LINES                  760 5-000-416      COMMUNICATIONS                   7.73
                        PRIMARY RATE INTERFACE LINES                  370 5-000-416      COMMUNICATIONS                  23.19
                        PRIMARY RATE INTERFACE LINES                  900 5-037-416      COMMUNICATIONS                  30.92
                        PRIMARY RATE INTERFACE LINES                  720 5-000-416      COMMUNICATIONS                  15.46
                        PRIMARY RATE INTERFACE LINES                  900 5-036-416      COMMUNICATIONS                  23.19
                        PRIMARY RATE INTERFACE LINES                  900 5-026-416      COMMUNICATIONS                  15.48

                        === VENDOR TOTALS ===             5,945.31
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   --------ID--------                                             GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-55232   CRISWELL ENGINEERING, LLC
____________________________________________________________________________________________________________________________________
   I-1439                4/15 PREVENTIVE MAINT-DSTRBTN       8,353.12
    4/20/2015    AP      DUE:  4/20/2015 DISC:  4/20/2015               1099: N
                         4/15 PREVENTIVE MAINT-DSTRBTN                  800 5-020-424       CONTRACTUAL AGREEMENTS        8,353.12

                         === VENDOR TOTALS ===               8,353.12
====================================================================================================================================
01-52931   DEZURIK, INC.
____________________________________________________________________________________________________________________________________
   I-RPI/61006144        SHAFT, GASKET, BRNGS-VALVE RP       1,180.37
    4/13/2015    AP      DUE:  4/13/2015 DISC:  4/13/2015               1099: N
                         SHAFT, GASKET, BRNGS-VALVE RPR                 900 5-037-620       EQUIPMENT MAINTENANCE         1,180.37

                         === VENDOR TOTALS ===               1,180.37
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01-01171   DIAMOND COLLISION REPAIR
____________________________________________________________________________________________________________________________________
   I-11476               BUMPER COVER, BEZEL, LABOR            966.30
    3/06/2015    AP      DUE:  4/05/2015 DISC:  4/05/2015               1099: N
                         BUMPER COVER, BEZEL, PAINT                     010 5-023-680       VEHICLE-PARTS                   561.30
                         R/R BUMPER COVER, BEZEL, PAINT                 010 5-023-690       VEHICLE-LABOR                   405.00

                         === VENDOR TOTALS ===                 966.30
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01-01175   DIGITAL CONNECTIONS, INC.
____________________________________________________________________________________________________________________________________
   I-35204               PD MAINTENANCE AGRMNT, COPIES          23.71
    4/10/2015    AP      DUE:  5/10/2015 DISC:  5/10/2015               1099: N
                         PD MAINTENANCE AGRMNT, COPIES                  010 5-023-448       EQUIPMENT-RENTAL/SERVICE         23.71

                         === VENDOR TOTALS ===                  23.71
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01-01220   DOLLAR TIRE STORE
____________________________________________________________________________________________________________________________________
   I-24075               LP-22.5 BANDAG, SERVICE CALL          388.81
    3/02/2015    AP      DUE:  4/01/2015 DISC:  4/01/2015               1099: N
                         LP-22.5 BANDAG, SERVICE CALL                   010 5-163-575       TIRES & TUBES                   388.81
____________________________________________________________________________________________________________________________________
   I-24076               17" DUALLY ROTATION                    30.00
    3/02/2015    AP      DUE:  4/01/2015 DISC:  4/01/2015               1099: N
                         17" DUALLY ROTATION                            760 5-000-575       TIRES & TUBES                    30.00
____________________________________________________________________________________________________________________________________
   I-24080               235/75-15 HANKOOK X 2                 210.40
    3/02/2015    AP      DUE:  4/01/2015 DISC:  4/01/2015               1099: N
                         235/75-15 HANKOOK X 2                          010 5-163-575       TIRES & TUBES                   210.40
____________________________________________________________________________________________________________________________________
   I-24089               245/75-17 DEESTONE, HANKOOK         1,240.00
    3/03/2015    AP      DUE:  4/02/2015 DISC:  4/02/2015               1099: N
                         245/75-17 DEESTONE, HANKOOK                    900 5-026-575       TIRES & TUBES                 1,240.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                  GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-01220   DOLLAR TIRE STORE            ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-24107-1           13X650-6 MOWER TIRE                  44.95
    3/04/2015   AP      DUE:  4/03/2015 DISC:  4/03/2015              1099: N
                        13X650-6 MOWER TIRE                           010 5-163-575      TIRES & TUBES                      44.95
_____________________________________________________________________________________________________________________________________
   I-24108             16" DUALLY REPAIR                    15.00
    3/04/2015   AP      DUE:  4/03/2015 DISC:  4/03/2015              1099: N
                        16" DUALLY REPAIR                             010 5-163-575      TIRES & TUBES                      15.00
_____________________________________________________________________________________________________________________________________
   I-24206             23X10-50-12 TITAN                    91.88
    3/11/2015   AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                        23X10-50-12 TITAN                             010 5-163-575      TIRES & TUBES                      91.88
_____________________________________________________________________________________________________________________________________
   I-24250             13/500-6 CARLISLE                    44.81
    3/13/2015   AP      DUE:  4/12/2015 DISC:  4/12/2015              1099: N
                        13/500-6 CARLISLE                             010 5-163-575      TIRES & TUBES                      44.81
_____________________________________________________________________________________________________________________________________
   I-24283             245/65-17 HERCULES X 4              700.00
    3/16/2015   AP      DUE:  4/15/2015 DISC:  4/15/2015              1099: N
                        245/65-17 HERCULES X 4-1/4                    900 5-026-575      TIRES & TUBES                     175.00
                        245/65-17 HERCULES X 4-1/4                    900 5-027-575      TIRES & TUBES                     175.00
                        245/65-17 HERCULES X 4-1/4                    900 5-036-575      TIRES & TUBES                     175.00
                        245/65-17 HERCULES X 4-1/4                    900 5-037-575      TIRES & TUBES                     175.00
_____________________________________________________________________________________________________________________________________
   I-24443-1           12.16.5 REPAIR                       15.00
    3/24/2015   AP      DUE:  4/23/2015 DISC:  4/23/2015              1099: N
                        12.16.5 REPAIR                                010 5-163-575      TIRES & TUBES                      15.00
_____________________________________________________________________________________________________________________________________
   I-24477             8" REPAIR, TUBE                      22.10
    3/25/2015   AP      DUE:  4/24/2015 DISC:  4/24/2015              1099: N
                        8" REPAIR, TUBE                               800 5-030-575      TIRES & TUBES                      22.10
_____________________________________________________________________________________________________________________________________
   I-24557-1           5" TIRE, TUBE REPAIR                 10.92
    3/30/2015   AP      DUE:  4/29/2015 DISC:  4/29/2015              1099: N
                        5" TIRE, TUBE REPAIR                          800 5-030-575      TIRES & TUBES                      10.92
_____________________________________________________________________________________________________________________________________
   I-24568             530/450X6 SAWTOOTH, 6" TUBE          49.30
    3/30/2015   AP      DUE:  4/29/2015 DISC:  4/29/2015              1099: N
                        530/450X6 SAWTOOTH, 6" TUBE                   370 5-000-575      TIRES & TUBES                      49.30
_____________________________________________________________________________________________________________________________________
   I-24582             6" TIRE, TUBE REPAIR                 10.92
    3/30/2015   AP      DUE:  4/29/2015 DISC:  4/29/2015              1099: N
                        6" TIRE, TUBE REPAIR                          800 5-030-575      TIRES & TUBES                      10.92
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   I-24595             17" ROTATE, BALANCE                  40.00
    3/31/2015   AP      DUE:  4/30/2015 DISC:  4/30/2015              1099: N
                        17" ROTATE, BALANCE                           900 5-026-575      TIRES & TUBES                      40.00

                        === VENDOR TOTALS ===            2,914.09
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                            GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-01270   DUSTY ADAMS

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   I-201504202063        WEEK 5 MEALS-TOPEKA-K9 TRNG            160.00

    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015               1099: N

                         WEEK 5 MEALS-TOPEKA-K9 TRNG                    230 5-000-490       TRAVEL EXPENSE REIMBURSE         160.00

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   I-201504212081        WEEK 6 MEALS-TOPEKA-K9 TRNG            160.00

    4/17/2015    AP      DUE:  4/17/2015 DISC:  4/17/2015               1099: N

                         WEEK 6 MEALS-TOPEKA-K9 TRNG                    230 5-000-490       TRAVEL EXPENSE REIMBURSE         160.00


                         === VENDOR TOTALS ===                  320.00

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01-53240   EMBLEM ENTERPRISES, INC.

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   I-610994              100 UNIFORM PATCHES                    338.23

    3/26/2015    AP      DUE:  4/25/2015 DISC:  4/25/2015               1099: N

                         100 UNIFORM PATCHES                            010 5-023-515       CLOTHING                         338.23


                         === VENDOR TOTALS ===                  338.23

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01-53358   EWING

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   C-9358354             PRICE CORRECTION-LIGHTS FNTN           131.76CR

    3/17/2015    AP      DUE:  3/17/2015 DISC:  3/17/2015               1099: N

                         PRICE CORRECTION-LIGHTS FNTN                   110 5-760-850       OTHER EQUIPMENT                  131.76CR

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   I-9260694             LENS, LIGHTS FOR FOUNTAIN              420.87

    2/20/2015    AP      DUE:  2/20/2015 DISC:  2/20/2015               1099: N

                         LENS, LIGHTS FOR FOUNTAIN                      110 5-760-850       OTHER EQUIPMENT                  420.87


                         === VENDOR TOTALS ===                  289.11

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01-53435   FASTENAL COMPANY

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   I-KSCOF80203          NUTS,SCREWS,THREADED BOLTS              14.66

    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015               1099: N

                         NUTS,SCREWS,THREADED BOLTS                     800 5-030-520       DEPARTMENT SUPPLIES               14.66

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   I-KSCOF80234          QUIKMARK X 24                          177.38

    4/07/2015    AP      DUE:  5/07/2015 DISC:  5/07/2015               1099: N

                         QUIKMARK X 24                                  900 5-026-520       DEPARTMENT SUPPLIES              177.38

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   I-KSCOF80306          RESPIRATOR WITH VALVE X 10              47.83

    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015               1099: N

                         RESPIRATORS                                    900 5-026-570       SAFETY EQUIPMENT                  47.83


                         === VENDOR TOTALS ===                  239.87
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


  --------ID--------                                            GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-53470   FEDEX

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   I-2-995-45334         TO WARTSILA -HOUSTON TX                33.85

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N

                         TO WARTSILA -HOUSTON TX                        810 5-030-550       OFFICE SUPPLIES                  33.85


                         === VENDOR TOTALS ===                  33.85

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01-53474   FERGUSON ENTERPRISES, INC.

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   I-0458174-1           REPAIR CLAMPS FOR WATER               637.17

    3/26/2015    AP      DUE:  3/26/2015 DISC:  3/26/2015               1099: N

                         REPAIR CLAMPS FOR WATER                        900 5-026-555       PLUMBING SUPPLIES               637.17

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   I-0459252             12" COUPLING X 2 FOR WATER          1,051.63

    4/07/2015    AP      DUE:  4/07/2015 DISC:  4/07/2015               1099: N

                         12" COUPLING X 2 FOR WATER                     900 5-026-555       PLUMBING SUPPLIES             1,051.63


                         === VENDOR TOTALS ===               1,688.80

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01-01410   FOUR STATE MAINTENANCE SUPPLY,

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   I-501974-1            50# FLOOR SWEEP                        20.77

    3/17/2015    AP      DUE:  4/16/2015 DISC:  4/16/2015               1099: N

                         50# FLOOR SWEEP                                010 5-041-520       DEPARTMENT SUPPLIES              20.77

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   I-503306              TOWELS                                 24.45

    3/19/2015    AP      DUE:  4/18/2015 DISC:  4/18/2015               1099: N

                         TOWELS                                         800 5-030-520       DEPARTMENT SUPPLIES              24.45

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   I-503319              LEATHER WORK GLOVES X 12               71.28

    3/19/2015    AP      DUE:  4/18/2015 DISC:  4/18/2015               1099: N

                         LEATHER WORK GLOVES X 12                       010 5-163-515       CLOTHING                         71.28

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   I-503683              TOWELS, BROOM X 2                      77.54

    3/26/2015    AP      DUE:  4/25/2015 DISC:  4/25/2015               1099: N

                         TOWELS, BROOM X 2                              800 5-030-520       DEPARTMENT SUPPLIES              77.54

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   I-503850              TOWELS, TISSUE, BOWL CLEANER           76.91

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         TOWELS, TISSUE, BOWL CLEANER                   010 5-041-520       DEPARTMENT SUPPLIES              76.91

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   I-503889              HAND SOAP, TOWELS                      68.78

    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015               1099: N

                         HAND SOAP, TOWELS                              370 5-000-520.01    DEPARTMENT SUPPLIES-PRO          68.78

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   I-504014              POP-UP TOWELS                          30.08

    4/01/2015    AP      DUE:  5/01/2015 DISC:  5/01/2015               1099: N

                         POP-UP TOWELS                                  900 5-026-520       DEPARTMENT SUPPLIES              15.04

                         POP-UP TOWELS                                  900 5-027-520       DEPARTMENT SUPPLIES              15.04
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                  GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
==================================================================================================================================
01-01410   FOUR STATE MAINTENANCE SUPPLY,( ** CONTINUED ** )
__________________________________________________________________________________________________________________________________
   I-504096            SOAP, TOWELS, TISSUE                    80.37
    4/02/2015    AP      DUE:  5/02/2015 DISC:  5/02/2015             1099: N
                         SOAP, TOWELS, TISSUE                          010 5-163-520      DEPARTMENT SUPPLIES              80.37
__________________________________________________________________________________________________________________________________
   I-504195            NITRILE GLOVES                           5.86
    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015             1099: N
                         NITRILE GLOVES                                010 5-163-520      DEPARTMENT SUPPLIES               5.86
__________________________________________________________________________________________________________________________________
   I-504198            BOX OF NITRILE GLOVES X 4               23.44
    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015             1099: N
                         BOX OF NITRILE GLOVES X 4                     900 5-037-520      DEPARTMENT SUPPLIES              23.44
__________________________________________________________________________________________________________________________________
   I-504428            CLEANERS, TOWELS FOR PARKS             205.62
    4/08/2015    AP      DUE:  5/08/2015 DISC:  5/08/2015             1099: N
                         CLEANERS, TOWELS FOR PARKS                    010 5-163-520      DEPARTMENT SUPPLIES             205.62
__________________________________________________________________________________________________________________________________
   I-504650            BOWL CLEANER,TOWELS X 2                133.53
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015             1099: N
                         BOWL CLEANER,TOWELS X 2                       800 5-020-520      DEPARTMENT SUPPLIES             133.53
__________________________________________________________________________________________________________________________________
   I-504669            ENZYME, AJAX CLEANSER                   86.67
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015             1099: N
                         ENZYME, AJAX CLEANSER                         800 5-020-520      DEPARTMENT SUPPLIES              86.67
__________________________________________________________________________________________________________________________________
   I-504700            SPRAY PUMP DISPENSER X 4                10.70
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015             1099: N
                         SPRAY PUMP DISPENSER X 4                      010 5-041-520      DEPARTMENT SUPPLIES              10.70
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   I-504778            WIPES, CUPS, TISSUE                    137.41
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015             1099: N
                         WIPES, CUPS, TISSUE                           010 5-023-520      DEPARTMENT SUPPLIES             137.41
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   I-504905            LEATHER WORK GLOVES                    216.96
    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015             1099: N
                         LEATHER WORK GLOVES                           900 5-037-515      CLOTHING                        216.96
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   I-504919            POP-UP TOWELS                           30.08
    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015             1099: N
                         POP-UP TOWELS                                 010 5-163-520      DEPARTMENT SUPPLIES              30.08
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   I-504952            LATEX GLOVE X 2                         12.22
    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015             1099: N
                         LATEX GLOVE X 2                               010 5-163-520      DEPARTMENT SUPPLIES              12.22
__________________________________________________________________________________________________________________________________
   I-540948            POP-UP WIPES, LATEX GLOVES              94.92
    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015             1099: N
                         POP-UP WIPES, LATEX GLOVES                    800 5-030-520      DEPARTMENT SUPPLIES              94.92

                         === VENDOR TOTALS ===              1,407.59
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-01500   GARY'S CUSTOM AWARDS & SPORTS
_____________________________________________________________________________________________________________________________________
   I-60547             2 OUTGOING COMMISSION PLAQUES        140.00
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015              1099: N
                         2 OUTGOING COMMISSION PLAQUES                 010 5-011-521       SPECIAL EVENTS                  140.00

                         === VENDOR TOTALS ===              140.00
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01-53817   GEMPLER'S
_____________________________________________________________________________________________________________________________________
   I-1020568752        SAFETY VEST X 5                       77.05
    4/02/2015    AP      DUE:  4/02/2015 DISC:  4/02/2015              1099: N
                         SAFETY VEST X 5                               010 5-163-570       SAFETY EQUIPMENT                 77.05

                         === VENDOR TOTALS ===               77.05
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01-54017   GRAND RIVER DAM AUTHORITY
_____________________________________________________________________________________________________________________________________
   I-34,393            3/15 POWER PURCHASE            3,668,505.41
    4/08/2015    AP      DRAFT     CK# 000000  4/22/2015               1099: N
                         3/15 POWER PURCHASE-LINDE                     800 5-070-538       ENERGY-PURCHASE FIRM      2,795,958.63
                         3/15 POWER PURCHASE-CITY                      800 5-030-538       ENERGY-PURCHASE FIRM        872,531.78
                         WIRE FEE                                      800 5-030-478       PROFESSIONAL SERVICES            15.00

                         === VENDOR TOTALS ===          3,668,505.41
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01-54032   GRAYBAR ELECTRIC COMPANY, INC.
_____________________________________________________________________________________________________________________________________
   I-978072926         FIBERGLASS CROSSARMS X 59         12,439.21
    4/08/2015    AP      DUE:  4/08/2015 DISC:  4/08/2015              1099: N
                         FIBERGLASS CROSSARMS X 59                     810 5-020-850       OTHER EQUIPMENT              12,439.21
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   I-978081580         FLOOD LIGHTS FOR AIRPORT RPR         371.32
    3/31/2015    AP      DUE:  3/31/2015 DISC:  3/31/2015              1099: N
                         FLOOD LIGHTS FOR AIRPORT RPR                  800 5-020-572       SUPPLIES-OTHER                  371.32
_____________________________________________________________________________________________________________________________________
   I-978217931         BONDING CLAMPS X 64                  194.90
    4/08/2015    AP      DUE:  4/08/2015 DISC:  4/08/2015              1099: N
                         BONDING CLAMPS X 64                           810 5-020-850       OTHER EQUIPMENT                 194.90
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   I-978267948         LED DOORWAY LIGHTS X 10-SUBS       1,013.24
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                         LED DOORWAY LIGHTS X 10-SUBS                  800 5-020-530       ELECTRICAL                    1,013.24
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   I-978338901         FLOOD LIGHTS-CEMETERY FLAGS          459.36
    4/15/2015    AP      DUE:  4/15/2015 DISC:  4/15/2015              1099: N
                         FLOOD LIGHTS-CEMETERY FLAGS                   800 5-020-572       SUPPLIES-OTHER                  459.36

                         === VENDOR TOTALS ===           14,478.03
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                          GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-54160   HACH COMPANY

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   I-9308630             CHLORINE, FILTER, VIALS               630.74

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015              1099: N

                         CHLORINE, FILTER, VIALS                       900 5-036-525       CHEMICALS/FERTILIZERS/SE        630.74

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   I-9327507             BUFFER, POTASSIUM, SOLUTIONS          130.02

    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015              1099: N

                         BUFFER, POTASSIUM, SOLUTIONS                  900 5-036-525       CHEMICALS/FERTILIZERS/SE        130.02


                         === VENDOR TOTALS ===                 760.76

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01-54240   HARCROS CHEMICALS, INC.

____________________________________________________________________________________________________________________________________

   I-060067230           AQUA AMMONIA FOR WTP                  706.80

    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015              1099: N

                         AQUA AMMONIA FOR WTP                          900 5-036-525       CHEMICALS/FERTILIZERS/SE        706.80


                         === VENDOR TOTALS ===                 706.80

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01-54272   HARRELL'S LLC

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   I-INV00795280         FERTILIZER, FUNGICIDE               2,168.32

    4/14/2015    AP      DUE:  4/14/2015 DISC:  4/14/2015              1099: N

                         FERTILIZER, FUNGICIDE                         370 5-000-525       CHEMICALS/FERTILIZERS/SE      2,168.32

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   I-INV00795281         FUNGICIDE                           1,206.00

    4/14/2015    AP      DUE:  4/14/2015 DISC:  4/14/2015              1099: N

                         FUNGICIDE                                     370 5-000-525       CHEMICALS/FERTILIZERS/SE      1,206.00

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   I-INV00795282         5 LB CHEMICALS X 5                    223.75

    4/14/2015    AP      DUE:  4/14/2015 DISC:  4/14/2015              1099: N

                         5 LB CHEMICALS X 5                            370 5-000-525       CHEMICALS/FERTILIZERS/SE        223.75


                         === VENDOR TOTALS ===               3,598.07

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01-60222   HD SUPPLY WATERWORKS, LTD.

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   C-D762434             RETURNED SUCTION HOSE                  24.75CR

    4/09/2015    AP      DUE:  4/09/2015 DISC:  4/09/2015              1099: N

                         RETURNED SUCTION HOSE                         900 5-026-620       EQUIPMENT MAINTENANCE            24.75CR

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   I-D569756             SENSUS METER READING SYSTEM        13,410.00

    3/03/2015    AP      DUE:  3/03/2015 DISC:  3/03/2015              1099: N

                         SENSUS METER READING SYSTEM                   800 5-030-850       OTHER EQUIPMENT               7,375.50

                         SENSUS METER READING SYSTEM                   900 5-027-850       OTHER EQUIPMENT               3,017.25

                         SENSUS METER READING SYSTEM                   900 5-037-850       OTHER EQUIPMENT               3,017.25
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                         GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT          ------ACCOUNT NAME------  DISTRIBUTION

=====================================================================================================================================

01-60222   HD SUPPLY WATERWORKS, LTD.    ( ** CONTINUED ** )

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   I-D696019            VALVE BOX BOTTOM X 6                  145.56

    4/07/2015    AP      DUE:  4/07/2015 DISC:  4/07/2015              1099: N

                         VALVE BOX BOTTOM X 6                          900 5-026-840       METERS/INSTR/TRANFRMRS         145.56

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   I-D703560            12" COUPLING X 3                    1,729.92

    4/07/2015    AP      DUE:  4/07/2015 DISC:  4/07/2015              1099: N

                         12" COUPLING X 3                              900 5-026-555       PLUMBING SUPPLIES            1,729.92

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   I-D729787            4' FIRE HYDRANTS X 6               10,360.26

    4/07/2015    AP      DUE:  4/07/2015 DISC:  4/07/2015              1099: N

                         4' FIRE HYDRANTS X 6                          900 5-026-850       OTHER EQUIPMENT             10,360.26


                         === VENDOR TOTALS ===             25,620.99

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01-54383   HERITAGE CRYSTAL CLEAN LLC

_____________________________________________________________________________________________________________________________________

   I-13414590            30 GAL DRUM TOOL CLEANER             337.94

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015              1099: N

                         30 GAL DRUM TOOL CLEANER-1/3                  900 5-027-520       DEPARTMENT SUPPLIES            112.64

                         30 GAL DRUM TOOL CLEANER-1/3                  900 5-026-520       DEPARTMENT SUPPLIES            112.65

                         30 GAL DRUM TOOL CLEANER-1/3                  010 5-163-520       DEPARTMENT SUPPLIES            112.65


                         === VENDOR TOTALS ===                337.94

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01-01750   HEYMANN IRON & METAL

_____________________________________________________________________________________________________________________________________

   I-0014820            80 LBS METAL FOR DRAG REPAIR          16.00

    4/17/2015    AP      DUE:  5/17/2015 DISC:  5/17/2015              1099: N

                         80 LBS METAL FOR DRAG REPAIR                  370 5-000-620       EQUIPMENT MAINTENANCE           16.00

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   I-14814              9' PIPE X 8-LEVEE GATES               297.00

    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015              1099: N

                         9' PIPE X 8-LEVEE GATES                       760 5-000-520       DEPARTMENT SUPPLIES            297.00


                         === VENDOR TOTALS ===                313.00

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01-01769   HILLCREST GOLF COURSE PETTY CA

_____________________________________________________________________________________________________________________________________

   I-201504232091        PETTY CASH START UP FUNDS            100.00

    4/23/2015    AP      DUE:  4/23/2015 DISC:  4/23/2015              1099: N

                         PETTY CASH START UP FUNDS                     999 0-140.37        WORKING CASH - HILLCREST       100.00


                         === VENDOR TOTALS ===                100.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------    DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-01770   HILLCREST GOLF COURSE PETTY CA
_____________________________________________________________________________________________________________________________________
   I-1192              6 CASES BEER FROM LDF               123.30
    4/07/2015    AP     DUE:  5/07/2015 DISC:  5/07/2015            1099: N
                        6 CASES BEER FROM LDF                       370 5-000-506      BEER-GOLF COURSE               123.30
_____________________________________________________________________________________________________________________________________
   I-1193              10 CASES BEER FROM BEST BEV          190.20
    4/07/2015    AP     DUE:  5/07/2015 DISC:  5/07/2015            1099: N
                        10 CASES BEER FROM BEST BEV                 370 5-000-506      BEER-GOLF COURSE               190.20

                        === VENDOR TOTALS ===               313.50
=====================================================================================================================================
01-54685   IBT, INC.
_____________________________________________________________________________________________________________________________________
   I-6523881           GREASE GUN TIP X 2                   16.98
    4/06/2015    AP     DUE:  5/06/2015 DISC:  5/06/2015            1099: N
                        GREASE GUN TIP X 2                          010 5-163-520      DEPARTMENT SUPPLIES             16.98
_____________________________________________________________________________________________________________________________________
   I-6523882           QUIK METAL LOCTITE                    7.10
    4/06/2015    AP     DUE:  5/06/2015 DISC:  5/06/2015            1099: N
                        QUIK METAL LOCTITE                          010 5-163-520      DEPARTMENT SUPPLIES              7.10

                        === VENDOR TOTALS ===                24.08
=====================================================================================================================================
01-01910   IRONTIME SALES, INC.
_____________________________________________________________________________________________________________________________________
   I-1999              PALLET LIFTER RENTAL                 54.57
    4/15/2015    AP     DUE:  5/15/2015 DISC:  5/15/2015            1099: N
                        PALLET LIFTER RENTAL                        800 5-030-448      EQUIPMENT-RENTAL/SERVICE        54.57

                        === VENDOR TOTALS ===                54.57
=====================================================================================================================================
01-55157   J HARLEN COMPANY, INC.
_____________________________________________________________________________________________________________________________________
   I-1116917           BOLTS,NUT,BUSHING-BOLT CUTTER        31.36
    4/09/2015    AP     DUE:  4/09/2015 DISC:  4/09/2015            1099: N
                        BOLTS,NUT,BUSHING-BOLT CUTTER               800 5-020-520      DEPARTMENT SUPPLIES             31.36

                        === VENDOR TOTALS ===                31.36
=====================================================================================================================================
01-01660   JAMES GRIMMETT
_____________________________________________________________________________________________________________________________________
   I-201504212076      MEALS-WICHITA, KC-DESIGN, HZM       113.00
    4/21/2015    AP     DUE:  5/21/2015 DISC:  5/21/2015            1099: N
                        MEALS-WICHITA, KC-DESIGN, HZMT              010 5-041-490      TRAVEL EXPENSE REIMBURSE       113.00

                        === VENDOR TOTALS ===               113.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                           GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-01843   JASON KASTLER
____________________________________________________________________________________________________________________________________
   I-201504202064        FUEL-FORT RILEY-PICKUP EQUIP           39.21
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015            1099: N
                         FUEL-FORT RILEY-PICKUP EQUIP                   010 5-023-490       TRAVEL EXPENSE REIMBURSE         39.21
____________________________________________________________________________________________________________________________________
   I-201504202065        FUEL-FORT RILEY-PICK UP EQUIP          58.40
    3/31/2015    AP      DUE:  3/31/2015 DISC:  3/31/2015            1099: N
                         FUEL-FORT RILEY-PICK UP EQUIP                  010 5-023-490       TRAVEL EXPENSE REIMBURSE         58.40

                         === VENDOR TOTALS ===                  97.61
====================================================================================================================================
01-55140   JCI INDUSTRIES, INC.
____________________________________________________________________________________________________________________________________
   I-8104458             MECHANICAL SEAL REPAIR-BLR #4       7,951.04
    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015            1099: N
                         MECHANICAL SEAL REPAIR-BLR #4                  800 5-030-620       EQUIPMENT MAINTENANCE         7,951.04

                         === VENDOR TOTALS ===               7,951.04
====================================================================================================================================
01-55600   KANSAS DEPARTMENT OF HEALTH &
____________________________________________________________________________________________________________________________________
   I-201504152041        ANNUAL WASTEWATER PERMIT              740.00
    4/03/2015    AP      DUE:  5/03/2015 DISC:  5/03/2015            1099: N
                         ANNUAL WASTEWATER PERMIT                       900 5-037-486       TAXES,LICENSES,PERMITS          740.00

                         === VENDOR TOTALS ===                 740.00
====================================================================================================================================
01-55572   KANSAS DEPARTMENT OF HEALTH AN
____________________________________________________________________________________________________________________________________
   I-201504212078        1ST QTR 2015 LAB TESTING              880.00
    4/13/2015    AP      DUE:  4/13/2015 DISC:  4/13/2015            1099: N
                         1ST QTR 2015 LAB TESTING                       900 5-036-478       PROFESSIONAL SERVICES           880.00

                         === VENDOR TOTALS ===                 880.00
====================================================================================================================================
01-55610   KANSAS DEPARTMENT OF REVENUE
____________________________________________________________________________________________________________________________________
   I-201504202067        3/15 HGC SALES TAX                    582.70
    3/31/2015    AP      DRAFT     CK# 000000  4/27/2015             1099: N
                         3/15 HGC SALES TAX                             370 5-000-486       TAXES,LICENSES,PERMITS          582.70

                         === VENDOR TOTALS ===                 582.70
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------   DISCOUNT  G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-55620   KANSAS DEPARTMENT OF REVENUE
_____________________________________________________________________________________________________________________________________
   I-42611-1            3/15 STATE, CITY TAX            52,008.77
    3/31/2015    AP     DRAFT     CK# 000000  4/27/2015             1099: N
                        3/15 STATE TAX                              210 5-000-486      TAXES,LICENSES,PERMITS      31,062.38
                        3/15 CITY TAX                               210 5-000-486      TAXES,LICENSES,PERMITS      20,946.39
_____________________________________________________________________________________________________________________________________
   I-42611-2            4/15 ESTIMATED STATE, CITY TA    1,000.00
    3/31/2015    AP     DRAFT     CK# 000000  4/27/2015             1099: N
                        4/15 ESTIMATED STATE TAX                    210 5-000-486      TAXES,LICENSES,PERMITS         500.00
                        4/15 ESTIMATED CITY TAX                     210 5-000-486      TAXES,LICENSES,PERMITS         500.00

                        === VENDOR TOTALS ===           53,008.77
=====================================================================================================================================
01-55670   KANSAS EMPLOYMENT SECURITY FUN
_____________________________________________________________________________________________________________________________________
   I-2015-1             1ST QTR 2015 UNEMPLOYMENT        1,836.73
    3/31/2015    AP     DRAFT     CK# 000000  4/17/2015             1099: N
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-012-365      UNEMPLOYMENT COMPENSATIO        16.93
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-013-365      UNEMPLOYMENT COMPENSATIO         3.30
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-014-365      UNEMPLOYMENT COMPENSATIO        19.09
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-015-365      UNEMPLOYMENT COMPENSATIO        14.14
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-016-365      UNEMPLOYMENT COMPENSATIO         9.57
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-017-365      UNEMPLOYMENT COMPENSATIO        40.59
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-018-365      UNEMPLOYMENT COMPENSATIO        28.47
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-019-365      UNEMPLOYMENT COMPENSATIO        14.44
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-023-365      UNEMPLOYMENT COMPENSATIO       350.36
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-025-365      UNEMPLOYMENT COMPENSATIO         9.99
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-041-365      UNEMPLOYMENT COMPENSATIO       304.17
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-045-365      UNEMPLOYMENT COMPENSATIO        25.44
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-071-365      UNEMPLOYMENT COMPENSATIO        58.38
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-091-365      UNEMPLOYMENT COMPENSATIO         7.31
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-161-365      UNEMPLOYMENT COMPENSATIO         9.01
                        1ST QTR 2015 UNEMPLOYMENT                   010 5-163-365      UNEMPLOYMENT COMPENSATIO       134.05
                        1ST QTR 2015 UNEMPLOYMENT                   370 5-000-365      UNEMPLOYMENT COMPENSATIO        21.54
                        1ST QTR 2015 UNEMPLOYMENT                   720 5-000-365      UNEMPLOYMENT COMPENSATIO         9.92
                        1ST QTR 2015 UNEMPLOYMENT                   760 5-000-365      UNEMPLOYMENT COMPENSATIO        19.86
                        1ST QTR 2015 UNEMPLOYMENT                   800 5-020-365      UNEMPLOYMENT COMPENSATIO       168.40
                        1ST QTR 2015 UNEMPLOYMENT                   800 5-030-365      UNEMPLOYMENT COMPENSATIO       253.86
                        1ST QTR 2015 UNEMPLOYMENT                   800 5-040-365      UNEMPLOYMENT COMPENSATIO        50.39
                        1ST QTR 2015 UNEMPLOYMENT                   900 5-026-365      UNEMPLOYMENT COMPENSATIO       111.80
                        1ST QTR 2015 UNEMPLOYMENT                   900 5-027-365      UNEMPLOYMENT COMPENSATIO        19.31
                        1ST QTR 2015 UNEMPLOYMENT                   900 5-036-365      UNEMPLOYMENT COMPENSATIO        58.33
                        1ST QTR 2015 UNEMPLOYMENT                   900 5-037-365      UNEMPLOYMENT COMPENSATIO        78.08

                        === VENDOR TOTALS ===            1,836.73
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                    GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-55695   KANSAS GOLF & TURF, INC.
_____________________________________________________________________________________________________________________________________
   I-01-75190           PTO SWITCH                           52.99
    4/06/2015    AP     DUE:  5/06/2015 DISC:  5/06/2015              1099: N
                        PTO SWITCH                                     370 5-000-620       EQUIPMENT MAINTENANCE             52.99

                        === VENDOR TOTALS ===                52.99
=====================================================================================================================================
01-55700   KANSAS HIGHWAY PATROL
_____________________________________________________________________________________________________________________________________
   I-6186101 - 6186125  KHP VINS                             48.00
    4/14/2015    AP     DUE:  5/14/2015 DISC:  5/14/2015              1099: N
                        KHP VINS                                       250 5-000-424       CONTRACTUAL AGREEMENTS            48.00

                        === VENDOR TOTALS ===                48.00
=====================================================================================================================================
01-55720   KANSAS JUDICIAL COUNCIL
_____________________________________________________________________________________________________________________________________
   I-33907              2014 MUNICIPAL COURT SPPLMNT         40.00
    3/31/2015    AP     DUE:  4/30/2015 DISC:  4/30/2015              1099: N
                        2014 MUNICIPAL COURT SPPLMNT                   010 5-023-444       DUES/SUBSCRIPTION/PUBLIC          40.00

                        === VENDOR TOTALS ===                40.00
=====================================================================================================================================
01-55790   KANSAS MUNICIPAL UTILITIES, IN
_____________________________________________________________________________________________________________________________________
   I-12736              2ND QTR 2015 TRAINING DUES        3,750.00
    4/03/2015    AP     DUE:  5/03/2015 DISC:  5/03/2015              1099: N
                        2ND QTR 2015 TRAINING DUES                     800 5-040-444       DUES/SUBSCRIPTION/PUBLIC       3,750.00

                        === VENDOR TOTALS ===             3,750.00
=====================================================================================================================================
01-02469   KEVIN MIDGETT
_____________________________________________________________________________________________________________________________________
   I-201504212073       MEALS-WICHITA-HAZMAT SYMPOSIU       188.35
    4/20/2015    AP     DUE:  4/20/2015 DISC:  4/20/2015              1099: N
                        MEALS-WICHITA-HAZMAT SYMPOSIUM                 010 5-041-490       TRAVEL EXPENSE REIMBURSE          40.00
                        MILES-WICHITA-HAZMAT SYMPOSIUM                 010 5-041-490       TRAVEL EXPENSE REIMBURSE         148.35

                        === VENDOR TOTALS ===               188.35
=====================================================================================================================================
01-55740   KMGA GAS SUPPLY OPERATING FUND
_____________________________________________________________________________________________________________________________________
   I-KMGA-CO-EST-201503 3/15 ESTIMATED GAS CHARGES       35,444.77
    4/07/2015    AP     DUE:  5/07/2015 DISC:  5/07/2015              1099: N
                        3/15 ESTIMATED GAS CHARGES                     800 5-030-535       FUEL-GAS PURCHASE             35,444.77

                        === VENDOR TOTALS ===            35,444.77
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                          GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT          ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-56100   KRIZ-DAVIS COMPANY
_____________________________________________________________________________________________________________________________________
   I-S101047299-001       OVERHEAD SWITCHES X 8              2,967.83
    4/09/2015    AP       DUE:  5/09/2015 DISC:  5/09/2015               1099: N
                          OVERHEAD SWITCHES X 8                          810 5-020-850       OTHER EQUIPMENT                2,967.83
_____________________________________________________________________________________________________________________________________
   I-S101047299-003       OVERHEAD INLINE SWITCH               370.98
    4/09/2015    AP       DUE:  5/09/2015 DISC:  5/09/2015               1099: N
                          OVERHEAD INLINE SWITCH                         810 5-020-850       OTHER EQUIPMENT                  370.98
_____________________________________________________________________________________________________________________________________
   I-S101047299.002       15 KV SWITCH DISCONNECT X 6        1,077.05
    4/09/2015    AP       DUE:  5/09/2015 DISC:  5/09/2015               1099: N
                          15 KV SWITCH DISCONNECT X 6                    810 5-020-850       OTHER EQUIPMENT                1,077.05

                          === VENDOR TOTALS ===              4,415.86
=====================================================================================================================================
01-00420   KWIN BROMLEY
_____________________________________________________________________________________________________________________________________
   I-201504202068         REIMBURSE TURRIT HANDLE               24.99
    4/06/2015    AP       DUE:  5/06/2015 DISC:  5/06/2015               1099: N
                          REIMBURSE TURRIT HANDLE                        010 5-023-680       VEHICLE-PARTS                     24.99

                          === VENDOR TOTALS ===                 24.99
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01-02190   LIEBERT BROTHERS ELECTRIC COMP
_____________________________________________________________________________________________________________________________________
   I-17469                DIFFUSER, BALLAST-CITY HALL           60.50
    4/06/2015    AP       DUE:  5/06/2015 DISC:  5/06/2015               1099: N
                          DIFFUSER, BALLAST-CITY HALL                    800 5-020-572       SUPPLIES-OTHER                    60.50

                          === VENDOR TOTALS ===                 60.50
=====================================================================================================================================
01-56497   LITTLER MENDELSON, PC
_____________________________________________________________________________________________________________________________________
   I-4264116              3/15 LEGAL SERVICES                  619.66
    4/10/2015    AP       DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                          3/15 LEGAL SERVICES                            010 5-013-478       PROFESSIONAL SERVICES            619.66

                          === VENDOR TOTALS ===                619.66
=====================================================================================================================================
01-56500   LOCKE SUPPLY COMPANY
_____________________________________________________________________________________________________________________________________
   I-25519276-00          4' X 8' SHEET METAL FOR WINDO         63.39
    4/08/2015    AP       DUE:  5/08/2015 DISC:  5/08/2015               1099: N
                          4' X 8' SHEET METAL FOR WINDOW                 360 5-000-520       DEPARTMENT SUPPLIES               63.39

                          === VENDOR TOTALS ===                 63.39
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

====================================================================================================================================

01-56668   MEAD O'BRIEN, INC.

____________________________________________________________________________________________________________________________________

   I-6035913             RING, ASSEMBLY-VALVE REPAIR           234.15

    4/15/2015    AP      DUE:  4/15/2015 DISC:  4/15/2015               1099: N

                         RING, ASSEMBLY-VALVE REPAIR                    900 5-037-620       EQUIPMENT MAINTENANCE           234.15


                         === VENDOR TOTALS ===                 234.15

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01-56909   METRO COURIER, INC.

____________________________________________________________________________________________________________________________________

   I-0084738-IN          LAB TEST TO KDHE                       13.15

    3/31/2015    AP      DUE:  3/31/2015 DISC:  3/31/2015               1099: N

                         LAB TEST TO KDHE                               900 5-036-550       OFFICE SUPPLIES                  13.15


                         === VENDOR TOTALS ===                  13.15

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01-57100   MIDWEST MINERALS, INC.

____________________________________________________________________________________________________________________________________

   I-130447              147.64 TON ROCK                     1,048.25

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         53.30 TON ROCK-PARKING LOT                     010 5-017-565       ROCK-SAND-DIRT                  378.43

                         94.34 TON ROCK-FAIRVIEW                        010 5-163-565       ROCK-SAND-DIRT                  669.82

____________________________________________________________________________________________________________________________________

   I-130448              319.36 TON ROCK-PARKING LOT         2,267.46

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         319.36 TON ROCK-PARKING LOT                    010 5-017-565       ROCK-SAND-DIRT                2,267.46

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   I-130449              23.13 TON ROCK                        164.22

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         23.13 TON ROCK                                 900 5-037-565       ROCK-SAND-DIRT                  164.22

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   I-130450              216.98 TON ROCK                     1,540.57

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         216.98 TON ROCK                                900 5-026-565       ROCK-SAND-DIRT                1,540.57

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   I-130451              5.33 TON CA-5,CS-2-POLE FILLE          63.10

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         5.33 TON CA-5,CS-2-POLE FILLER                 800 5-020-565       ROCK-SAND-DIRT                   63.10


                         === VENDOR TOTALS ===               5,083.60

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01-02394   MIKE O' CONNOR

____________________________________________________________________________________________________________________________________

   I-201504212072        MEALS-WICHITA-HAZMAT SYMPOSIU          57.00

    4/20/2015    AP      DUE:  4/20/2015 DISC:  4/20/2015               1099: N

                         MEALS-WICHITA-HAZMAT SYMPOSIUM                 010 5-041-490       TRAVEL EXPENSE REIMBURSE         57.00


                         === VENDOR TOTALS ===                  57.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

====================================================================================================================================

01-57170   MILLIPORE CORPORATION

____________________________________________________________________________________________________________________________________

   I-7127476             LAB FILTERS X 2                       275.82

    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N

                         LAB FILTERS X 2                                800 5-030-525       CHEMICALS/FERTILIZERS/SE        275.82


                         === VENDOR TOTALS ===                 275.82

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01-57317   MOHAWK MATERIALS COMPANY, INC.

____________________________________________________________________________________________________________________________________

   I-380885              INDUSTRIAL SAND FOR GREENS          2,092.20

    3/19/2015    AP      DUE:  3/19/2015 DISC:  3/19/2015               1099: N

                         INDUSTRIAL SAND FOR GREENS                     370 5-000-565       ROCK-SAND-DIRT                2,092.20


                         === VENDOR TOTALS ===               2,092.20

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01-57280   MONTGOMERY COUNTY DEPARTMENT O

____________________________________________________________________________________________________________________________________

   I-000267              3/15 PRISONER BOARDING                 30.00

    4/07/2015    AP      DUE:  5/07/2015 DISC:  5/07/2015               1099: N

                         3/15 PRISONER BOARDING                         010 5-023-478       PROFESSIONAL SERVICES            30.00


                         === VENDOR TOTALS ===                  30.00

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01-52390   MONTGOMERY COUNTY TREASURER

____________________________________________________________________________________________________________________________________

   I-201504202069        TAG, REGISTRATION                      28.50

    4/15/2015    AP      MANUAL    CK# 003642  4/15/2015                1099: N

                         TAG, REGISTRATION                              010 5-041-486       TAXES,LICENSES,PERMITS           28.50


                         === VENDOR TOTALS ===                  28.50

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01-57489   NALCO COMPANY

____________________________________________________________________________________________________________________________________

   I-62574563            TRI-ACT DRUM-PP LAB CHEMICALS         889.84

    4/13/2015    AP      DUE:  4/13/2015 DISC:  4/13/2015               1099: N

                         TRI-ACT DRUM-PP LAB CHEMICALS                  800 5-030-525       CHEMICALS/FERTILIZERS/SE        889.84


                         === VENDOR TOTALS ===                 889.84

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01-57605   NATIONAL INTEGRATED PEST MANAG

____________________________________________________________________________________________________________________________________

   I-41161               PEST CONTROL - YAC                     50.00

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015               1099: N

                         PEST CONTROL - YAC                             140 5-134-424       CONTRACTUAL AGREEMENTS           50.00

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   I-41163               PEST CONTROL - CSC                     35.00

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015               1099: N

                         PEST CONTROL - CSC                             010 5-017-424       CONTRACTUAL AGREEMENTS           35.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                       GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------    DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

=====================================================================================================================================

01-57605   NATIONAL INTEGRATED PEST MANAG( ** CONTINUED ** )

_____________________________________________________________________________________________________________________________________

   I-41164             PEST CONTROL - FD                      45.00

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015            1099: N

                         PEST CONTROL - FD                           010 5-041-424       CONTRACTUAL AGREEMENTS           45.00


                         === VENDOR TOTALS ===               130.00

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01-57757   NEWEGG, INC.

_____________________________________________________________________________________________________________________________________

   I-12900980002       5 COMPUTERS (4 PD, 1 STOCK)         2,040.10

    3/06/2015    AP      DUE:  3/06/2015 DISC:  3/06/2015            1099: N

                         5 COMPUTERS (4 PD, 1 STOCK)                 500 5-310-845       OFFICE FURNITURE & EQUIP      2,040.10


                         === VENDOR TOTALS ===             2,040.10

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01-57783   NEWMAN SIGNS, INC.

_____________________________________________________________________________________________________________________________________

   I-TI-0284526        LETTERS, SIGN BLADES, POSTS         1,802.13

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015            1099: N

                         LETTERS, SIGN BLADES, POSTS                 010 5-163-585       TRAFFIC SIGN MATERIAL         1,802.13


                         === VENDOR TOTALS ===             1,802.13

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01-57900   O'MALLEY EQUIPMENT COMPANY, IN

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   I-184408            GATOR GASKET, COVER                     9.04

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015            1099: N

                         GATOR GASKET, COVER                         360 5-000-620       EQUIPMENT MAINTENANCE             9.04


                         === VENDOR TOTALS ===                 9.04

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01-02720   O'REILLY AUTOMOTIVE, INC.

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   I-0144-438645       MICRO-V BELTS, THERMOSTAT             121.33

    3/17/2015    AP      DUE:  4/16/2015 DISC:  4/16/2015            1099: N

                         MICRO-V BELTS, THERMOSTAT                   010 5-018-680       VEHICLE-PARTS                   121.33

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   I-0144-441313       STRIKER BOLT                            8.99

    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015            1099: N

                         STRIKER BOLT                                010 5-163-520       DEPARTMENT SUPPLIES               8.99

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   I-0144-441353       HYDRAULIC HOSE X 8, FITTINGS          112.02

    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015            1099: N

                         HYDRAULIC HOSE X 8, FITTINGS                010 5-163-680       VEHICLE-PARTS                   112.02

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   I-0144-443646       BODY FASTENER X 2                       4.98

    4/10/2015    AP      DUE:  5/10/2015 DISC:  5/10/2015            1099: N

                         BODY FASTENER X 2                           900 5-026-680       VEHICLE-PARTS                     4.98


                         === VENDOR TOTALS ===               247.32
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                         GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------     DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=================================================================================================================================
01-57905   OLSSON ASSOCIATES
_________________________________________________________________________________________________________________________________
   I-226903            PAY #1-CLEAN-UP GRANT             4,119.50
    3/23/2015    AP    DUE:  3/23/2015 DISC:  3/23/2015               1099: N
                       PAY #1-CLEAN-UP GRANT                          420 5-010-478      PROFESSIONAL SERVICES        4,119.50
_________________________________________________________________________________________________________________________________
   I-226905            PAY #1-PETROLEUM, HAZARD GRAN    11,517.12
    3/23/2015    AP    DUE:  3/23/2015 DISC:  3/23/2015               1099: N
                       PAY #1-PETROLEUM GRANT                         420 5-010-478      PROFESSIONAL SERVICES        3,282.23
                       PAY #1-HAZARD GRANT                            420 5-010-478      PROFESSIONAL SERVICES        8,234.89

                       === VENDOR TOTALS ===            15,636.62
=================================================================================================================================
01-02727   ORSCHELN COFFEYVILLE 36
_________________________________________________________________________________________________________________________________
   I-1919              SCREWS                                5.19
    3/18/2015    AP    DUE:  3/18/2015 DISC:  3/18/2015               1099: N
                       SCREWS                                         900 5-026-520      DEPARTMENT SUPPLIES              5.19
_________________________________________________________________________________________________________________________________
   I-2384              SHOVEL X 3                           71.97
    3/20/2015    AP    DUE:  3/20/2015 DISC:  3/20/2015               1099: N
                       SHOVEL X 3                                     900 5-037-580      TOOLS                           71.97
_________________________________________________________________________________________________________________________________
   I-2970              DUST MASKS                           29.99
    3/26/2015    AP    DUE:  3/26/2015 DISC:  3/26/2015               1099: N
                       DUST MASKS                                     900 5-026-570      SAFETY EQUIPMENT                29.99
_________________________________________________________________________________________________________________________________
   I-3031              GARDEN HOSE, TAPE MEASURE            33.98
    3/26/2015    AP    DUE:  3/26/2015 DISC:  3/26/2015               1099: N
                       GARDEN HOSE                                    010 5-163-520      DEPARTMENT SUPPLIES             26.99
                       TAPE MEASURE                                   010 5-163-580      TOOLS                            6.99
_________________________________________________________________________________________________________________________________
   I-3034              COUPLER, ADAPTER, CLAMPS-SPRY       294.29
    3/26/2015    AP    DUE:  3/26/2015 DISC:  3/26/2015               1099: N
                       COUPLER, ADAPTER, CLAMPS-SPRYR                 010 5-163-620      EQUIPMENT MAINTENANCE          294.29
_________________________________________________________________________________________________________________________________
   I-3397              K9 FOOD                              32.99
    3/28/2015    AP    DUE:  3/28/2015 DISC:  3/28/2015               1099: N
                       K9 FOOD                                        010 5-023-520      DEPARTMENT SUPPLIES             32.99
_________________________________________________________________________________________________________________________________
   I-3613              WD-40 X 2                             9.98
    3/25/2015    AP    DUE:  3/25/2015 DISC:  3/25/2015               1099: N
                       WD-40 X 2                                      900 5-037-520      DEPARTMENT SUPPLIES              9.98
_________________________________________________________________________________________________________________________________
   I-3626              FITTINGS FOR SPRAYER BAR             26.76
    3/25/2015    AP    DUE:  3/25/2015 DISC:  3/25/2015               1099: N
                       FITTINGS FOR SPRAYER BAR                       760 5-000-620      EQUIPMENT MAINTENANCE           26.76
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS   P.O. #
   ITEM DATE  BANK CODE ---------DESCRIPTION---------   DISCOUNT  G/L ACCOUNT       ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================

01-02727  ORSCHELN COFFEYVILLE 36      ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________
   I-3766             MOUSE BAIT, KNEE BOOTS              33.98
    3/26/2015   AP    DUE:  3/26/2015 DISC:  3/26/2015             1099: N
                      MOUSE BAIT                                   010 5-163-520     DEPARTMENT SUPPLIES               8.99
                      KNEE BOOTS-D. CLAY                           010 5-163-515     CLOTHING                         24.99
_____________________________________________________________________________________________________________________
   I-3902             SPRAYER COUPLERS, POND DYE         147.46
    3/27/2015   AP    DUE:  3/27/2015 DISC:  3/27/2015             1099: N
                      SPRAYER COUPLERS                             010 5-163-620     EQUIPMENT MAINTENANCE            77.48
                      POND DYE                                     010 5-163-525     CHEMICALS/FERTILIZERS/SE         69.98
_____________________________________________________________________________________________________________________
   I-4007             VALVE, ELBOWS-WEED SPRAYER          12.87
    3/27/2015   AP    DUE:  3/27/2015 DISC:  3/27/2015             1099: N
                      VALVE, ELBOWS-WEED SPRAYER                   010 5-163-620     EQUIPMENT MAINTENANCE            12.87
_____________________________________________________________________________________________________________________
   I-4033             SAFETY VEST X 2                     29.98
    3/27/2015   AP    DUE:  3/27/2015 DISC:  3/27/2015             1099: N
                      SAFETY VEST X 2                              010 5-017-570     SAFETY EQUIPMENT                 29.98
_____________________________________________________________________________________________________________________
   I-4782             TAPE, BUSHING, FITTING              11.37
    3/30/2015   AP    DUE:  3/30/2015 DISC:  3/30/2015             1099: N
                      TAPE, BUSHING, FITTING                       010 5-163-520     DEPARTMENT SUPPLIES              11.37
_____________________________________________________________________________________________________________________
   I-4897             SPRAYER FOR CEMETERY                34.99
    3/30/2015   AP    DUE:  3/30/2015 DISC:  3/30/2015             1099: N
                      SPRAYER FOR CEMETERY                         010 5-163-520     DEPARTMENT SUPPLIES              34.99
_____________________________________________________________________________________________________________________
   I-5098             2" TRAILER BALL                     11.99
    3/31/2015   AP    DUE:  3/31/2015 DISC:  3/31/2015             1099: N
                      2" TRAILER BALL                              360 5-000-620     EQUIPMENT MAINTENANCE            11.99
_____________________________________________________________________________________________________________________
   I-6097             K9 FOOD                             39.99
    4/12/2015   AP    DUE:  4/12/2015 DISC:  4/12/2015             1099: N
                      K9 FOOD                                      010 5-023-520     DEPARTMENT SUPPLIES              39.99
_____________________________________________________________________________________________________________________
   I-6185             BRASS FITTING                        5.49
    4/13/2015   AP    DUE:  4/13/2015 DISC:  4/13/2015             1099: N
                      BRASS FITTING                                900 5-026-555     PLUMBING SUPPLIES                 5.49
_____________________________________________________________________________________________________________________
   I-6570             MEASURING WHEEL, SOCKETS            51.97
    4/07/2015   AP    DUE:  4/07/2015 DISC:  4/07/2015             1099: N
                      MEASURING WHEEL, SOCKETS                     900 5-027-580     TOOLS                            51.97
_____________________________________________________________________________________________________________________
   I-6796             WIRE STRIPPER                       16.99
    4/08/2015   AP    DUE:  4/08/2015 DISC:  4/08/2015             1099: N
                      WIRE STRIPPER                                900 5-036-580     TOOLS                            16.99
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                 GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=================================================================================================================================
01-02727   ORSCHELN COFFEYVILLE 36       ( ** CONTINUED ** )
_________________________________________________________________________________________________________________________________
   I-6956              MULCH, POST DRIVER, CUTTER            32.27
    4/09/2015    AP    DUE:  4/09/2015 DISC:  4/09/2015              1099: N
                       MULCH                                         010 5-163-520      DEPARTMENT SUPPLIES              3.29
                       POST DRIVER, BOLT CUTTER                      010 5-163-580      TOOLS                           28.98
_________________________________________________________________________________________________________________________________
   I-7020              12V PUMP, GAS CAN SPOUT               69.98
    4/09/2015    AP    DUE:  4/09/2015 DISC:  4/09/2015              1099: N
                       12V PUMP, GAS CAN SPOUT                       010 5-163-520      DEPARTMENT SUPPLIES             69.98
_________________________________________________________________________________________________________________________________
   I-7068              BOLTS                                  8.38
    4/09/2015    AP    DUE:  4/09/2015 DISC:  4/09/2015              1099: N
                       BOLTS                                         900 5-026-520      DEPARTMENT SUPPLIES              8.38
_________________________________________________________________________________________________________________________________
   I-7242              TRIGGER SPRAYERS, ADAPTERS            72.36
    4/10/2015    AP    DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                       TRIGGER SPRAYERS, ADAPTERS                    010 5-163-520      DEPARTMENT SUPPLIES             72.36
_________________________________________________________________________________________________________________________________
   I-7315              FITTINGS, COUPLERS, ADAPTERS          11.96
    4/10/2015    AP    DUE:  4/10/2015 DISC:  4/10/2015              1099: N
                       FITTINGS, COUPLERS, ADAPTERS                  010 5-163-520      DEPARTMENT SUPPLIES             11.96
_________________________________________________________________________________________________________________________________
   I-7653              K9 FOOD                               42.98
    3/21/2015    AP    DUE:  3/21/2015 DISC:  3/21/2015              1099: N
                       K9 FOOD                                       010 5-023-520      DEPARTMENT SUPPLIES             42.98
_________________________________________________________________________________________________________________________________
   I-7971              K9 FOOD                               32.99
    4/12/2015    AP    DUE:  4/12/2015 DISC:  4/12/2015              1099: N
                       K9 FOOD                                       010 5-023-520      DEPARTMENT SUPPLIES             32.99

                       === VENDOR TOTALS ===              1,173.15
=================================================================================================================================
01-57980   ORTHOPAEDIC SURGICAL CENTER, I
_________________________________________________________________________________________________________________________________
   I-42599             5/15 LEASE - 1501 W 4TH              650.00
    4/20/2015    AP    DUE:  4/20/2015 DISC:  4/20/2015              1099: N
                       5/15 LEASE - 1501 W 4TH                       520 5-350-424      CONTRACTUAL AGREEMENTS         650.00

                       === VENDOR TOTALS ===                650.00
=================================================================================================================================
01-58037   PACE ANALYTICAL SERVICES, INC.
_________________________________________________________________________________________________________________________________
   I-156176934         LAB TEST FOR WWTP                    128.00
    3/04/2015    AP    DUE:  4/03/2015 DISC:  4/03/2015              1099: N
                       LAB TEST FOR WWTP                             900 5-037-478      PROFESSIONAL SERVICES          128.00
_________________________________________________________________________________________________________________________________
   I-156178301         LAB TEST FOR WWTP                    128.00
    3/30/2015    AP    DUE:  4/29/2015 DISC:  4/29/2015              1099: N
                       LAB TEST FOR WWTP                             900 5-037-478      PROFESSIONAL SERVICES          128.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT          ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-58037   PACE ANALYTICAL SERVICES, INC.( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-156178590          LAB TEST FOR WWTP                       145.00
    4/01/2015    AP      DUE:  5/01/2015 DISC:  5/01/2015                1099: N
                         LAB TEST FOR WWTP                               900 5-037-478        PROFESSIONAL SERVICES           145.00
_____________________________________________________________________________________________________________________________________
   I-156178780          LAB TEST FOR WWTP                       128.00
    4/03/2015    AP      DUE:  5/03/2015 DISC:  5/03/2015                1099: N
                         LAB TEST FOR WWTP                               900 5-037-478        PROFESSIONAL SERVICES           128.00
_____________________________________________________________________________________________________________________________________
   I-156179198          NEW GEN SITE WATER SAMPLE               200.00
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015                1099: N
                         NEW GEN SITE WATER SAMPLE                       810 5-030-478        PROFESSIONAL SERVICES           200.00
_____________________________________________________________________________________________________________________________________
   I-156179210          LAB TEST FOR WWTP                       145.00
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015                1099: N
                         LAB TEST FOR WWTP                               900 5-037-478        PROFESSIONAL SERVICES           145.00
_____________________________________________________________________________________________________________________________________
   I-156179249          LAB TEST FOR WWTP                       239.00
    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015                1099: N
                         LAB TEST FOR WWTP                               900 5-037-478        PROFESSIONAL SERVICES           239.00

                         === VENDOR TOTALS ===                1,113.00
=====================================================================================================================================
01-58393   POOR BOY TREE SERVICE, INC.
_____________________________________________________________________________________________________________________________________
   I-201504142040       TREE TRIMMING THRU 4/10/15            4,098.77
    4/10/2015    AP      DUE:  4/10/2015 DISC:  4/10/2015                1099: N
                         TREE TRIMMING THRU 4/10/15                      800 5-020-424        CONTRACTUAL AGREEMENTS        4,098.77
_____________________________________________________________________________________________________________________________________
   I-201504202046       TREE TRIMMING THRU 4/17/15            4,384.36
    4/17/2015    AP      DUE:  4/17/2015 DISC:  4/17/2015                1099: N
                         TREE TRIMMING THRU 4/17/15                      800 5-020-424        CONTRACTUAL AGREEMENTS        4,384.36

                         === VENDOR TOTALS ===                8,483.13
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01-03900   POSTMASTER
_____________________________________________________________________________________________________________________________________
   I-201504202070       POSTAGE DUE-CITY HALL SURVEYS           350.00
    4/20/2015    AP      MANUAL    CK# 003643  4/20/2015                 1099: N
                         POSTAGE DUE-CITY HALL SURVEYS                   520 5-350-560        POSTAGE                         350.00

                         === VENDOR TOTALS ===                  350.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                           GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------   DISTRIBUTION

=====================================================================================================================================

01-58450   PRECISION FITTING AND GAUGE CO

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   I-5042829             FLOW REGULATOR-CALIBRATOR             230.28

    4/08/2015    AP      DUE:  5/08/2015 DISC:  5/08/2015               1099: N

                         FLOW REGULATOR-CALIBRATOR                      800 5-030-620       EQUIPMENT MAINTENANCE            230.28


                         === VENDOR TOTALS ===                 230.28

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01-58610   QUALITY MOTORS OF INDEPENDENCE

_____________________________________________________________________________________________________________________________________

   I-212630              HEADLIGHT ASSEMBLY                    380.60

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015               1099: N

                         HEADLIGHT ASSEMBLY                             800 5-020-680       VEHICLE-PARTS                    380.60


                         === VENDOR TOTALS ===                 380.60

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01-03107   RAY HEINZ

_____________________________________________________________________________________________________________________________________

   I-201504222086        MEALS-BRANSON-ENTERPOL CNFRNC          79.00

    4/21/2015    AP      DUE:  4/21/2015 DISC:  4/21/2015               1099: N

                         MEALS-BRANSON-ENTERPOL CNFRNC                  010 5-023-490       TRAVEL EXPENSE REIMBURSE          79.00


                         === VENDOR TOTALS ===                  79.00

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01-58850   REPUBLIC SERVICES #376

_____________________________________________________________________________________________________________________________________

   I-0376-000365813      4/15 CITY CONTRACT                  2,070.03

    3/31/2015    AP      DUE:  3/31/2015 DISC:  3/31/2015               1099: N

                         ELECTRIC PLANT                                 800 5-030-424       CONTRACTUAL AGREEMENTS           125.00

                         ELECTRIC DISTRIBUTION                          800 5-020-424       CONTRACTUAL AGREEMENTS            97.40

                         WATER TREATMENT PLANT                          900 5-036-424       CONTRACTUAL AGREEMENTS            62.50

                         PUBLIC SERVICE BARN                            010 5-163-424       CONTRACTUAL AGREEMENTS            48.70

                         40 YD ROLLOFF                                  010 5-163-478       PROFESSIONAL SERVICES            472.63

                         LIBRARY                                        020 5-140-424       CONTRACTUAL AGREEMENTS            32.75

                         WASTEWATER TREATMENT PLANT                     900 5-047-424       CONTRACTUAL AGREEMENTS            48.70

                         AQUATIC CENTER                                 450 5-000-424       CONTRACTUAL AGREEMENTS             0.00

                         HILLCREST GOLF COURSE                          370 5-000-424       CONTRACTUAL AGREEMENTS            90.25

                         FAIRVIEW CEMETERY                              010 5-163-424       CONTRACTUAL AGREEMENTS            32.75

                         CITY HALL                                      010 5-091-424       CONTRACTUAL AGREEMENTS            65.50

                         YOUTH ACTIVITIES CENTER                        140 5-134-424       CONTRACTUAL AGREEMENTS            48.70

                         FIRE DEPARTMENT                                010 5-041-424       CONTRACTUAL AGREEMENTS            48.70

                         WOODS RV PARK                                  010 5-163-424       CONTRACTUAL AGREEMENTS           166.65

                         RIVERCREST RV PARK                             010 5-163-424       CONTRACTUAL AGREEMENTS           180.50

                         WALTER JOHNSON PARK                            010 5-163-424       CONTRACTUAL AGREEMENTS            41.55

                         RON STEVENSON BUILDING                         010 5-163-424       CONTRACTUAL AGREEMENTS            13.85

                         LECLERE PARK                                   010 5-163-424       CONTRACTUAL AGREEMENTS            69.25

                         PFISTER PARK                                   010 5-163-424       CONTRACTUAL AGREEMENTS           110.80

                         HARMON PARK                                    010 5-163-424       CONTRACTUAL AGREEMENTS            41.55

                         DOWNTOWN BUSINESS DISTRICT                     010 5-163-424       CONTRACTUAL AGREEMENTS            75.00

                         AIRPORT                                        360 5-000-424       CONTRACTUAL AGREEMENTS            32.75

                         BROWN MANSION                                  010 5-163-424       CONTRACTUAL AGREEMENTS            32.75

                         ANIMAL SHELTER                                 010 5-025-424       CONTRACTUAL AGREEMENTS            48.70
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                     GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-58850   REPUBLIC SERVICES #376       ( ** CONTINUED ** )
                         SHOOTING RANGE                               010 5-023-424       CONTRACTUAL AGREEMENTS           27.70
                         SYCAMORE PARK                                010 5-163-424       CONTRACTUAL AGREEMENTS           13.85
                         CUSTOMER SERVICE CENTER                      010 5-017-424       CONTRACTUAL AGREEMENTS           13.85
                         ADMINISTRATIVE OFFICES                       010 5-092-424       CONTRACTUAL AGREEMENTS           13.85
                         POLCE DEPARTMENT                             010 5-023-424       CONTRACTUAL AGREEMENTS           13.85

                         === VENDOR TOTALS ===              2,070.03
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01-03180   ROBINSON SUPPLY COMPANY,  LLC
____________________________________________________________________________________________________________________________________
   I-922450             GATE VALVE-COOLING TWR #3 RPR        663.91
    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015             1099: N
                         GATE VALVE-COOLING TWR #3 RPR                800 5-030-620       EQUIPMENT MAINTENANCE           663.91

                         === VENDOR TOTALS ===                663.91
====================================================================================================================================
01-03217   ROGER L. GOSSARD
____________________________________________________________________________________________________________________________________
   I-42598              4/15 INDIGENT DEFENDER               800.00
    4/20/2015    AP      DUE:  4/20/2015 DISC:  4/20/2015             1099: N
                         4/15 INDIGENT DEFENDER                       010 5-013-478       PROFESSIONAL SERVICES           800.00

                         === VENDOR TOTALS ===                800.00
====================================================================================================================================
01-58971   ROMANS OUTDOOR POWER, INC.
____________________________________________________________________________________________________________________________________
   I-IC104242            WHEEL ASSEMBLY FOR MOWER            146.52
    4/13/2015    AP      DUE:  4/13/2015 DISC:  4/13/2015             1099: N
                         WHEEL ASSEMBLY FOR MOWER                     370 5-000-620       EQUIPMENT MAINTENANCE           146.52

                         === VENDOR TOTALS ===                146.52
====================================================================================================================================
01-03247   ROUGH COUNTRY TOWING & RECOVER
____________________________________________________________________________________________________________________________________
   I-6655                TOW CHRYSLER                         50.00
    4/04/2015    AP      DUE:  4/04/2015 DISC:  4/04/2015             1099: N
                         TOW CHRYSLER                                 010 5-023-478       PROFESSIONAL SERVICES            50.00

                         === VENDOR TOTALS ===                 50.00
====================================================================================================================================
01-03270   RURAL WATER DISTRICT NO. 2C
____________________________________________________________________________________________________________________________________
   I-201504202071        ANNUAL TOWER LEASE-WIRELESS       4,200.00
    4/16/2015    AP      DUE:  4/16/2015 DISC:  4/16/2015             1099: N
                         ANNUAL TOWER LEASE-WIRELESS                  720 5-000-424       CONTRACTUAL AGREEMENTS        4,200.00

                         === VENDOR TOTALS ===              4,200.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                            GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-59076   SAFETY-KLEEN SYSTEMS, INC.
____________________________________________________________________________________________________________________________________
   C-S012573415          CREDIT-TESTING FEE DUPLICATED         244.00CR
    3/09/2015    AP      DUE:  3/09/2015 DISC:  3/09/2015               1099: N
                         CREDIT-TESTING FEE DUPLICATED                  800 5-020-478       PROFESSIONAL SERVICES           244.00CR
____________________________________________________________________________________________________________________________________
   I-66409022            TRANSFORMER OIL DRUM DISPOSAL         321.82
    4/03/2015    AP      DUE:  4/03/2015 DISC:  4/03/2015               1099: N
                         TRANSFORMER OIL DRUM DISPOSAL                  800 5-020-478       PROFESSIONAL SERVICES           321.82

                         === VENDOR TOTALS ===                  77.82
====================================================================================================================================
01-59125   SANDBAGGER GOLF & TURF
____________________________________________________________________________________________________________________________________
   I-11127               AXLE WELD MOUNT X 2                   231.40
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015               1099: N
                         AXLE WELD MOUNT X 2                            370 5-000-620       EQUIPMENT MAINTENANCE           231.40
____________________________________________________________________________________________________________________________________
   I-11128               PROTECTANT SPRAY                       36.45
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015               1099: N
                         PROTECTANT SPRAY                               370 5-000-520.02    DEPARTMENT SUPPLIES-MAIN         36.45
____________________________________________________________________________________________________________________________________
   I-11129               HYDRO FILTERS X 4, SEAL KITS          166.76
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015               1099: N
                         HYDRO FILTERS X 4, SEAL KITS                   010 5-163-620       EQUIPMENT MAINTENANCE           166.76

                         === VENDOR TOTALS ===                 434.61
====================================================================================================================================
01-59165   SCAFFA
____________________________________________________________________________________________________________________________________
   I-201504212075        2015 FIRE SCHOOL-PRICE, MESSN          50.00
    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015               1099: N
                         2015 FIRE SCHOOL-MESSNER                       010 5-041-428       CONFERENCES-SCHOOLS              25.00
                         2015 FIRE SCHOOL-PRICE                         010 5-041-428       CONFERENCES-SCHOOLS              25.00

                         === VENDOR TOTALS ===                  50.00
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01-59315   SELLERS EQUIPMENT, INC.
____________________________________________________________________________________________________________________________________
   I-IC335819            BLADES, BOLTS                         347.53
    4/16/2015    AP      DUE:  4/16/2015 DISC:  4/16/2015               1099: N
                         BLADES, BOLTS                                  010 5-163-620       EQUIPMENT MAINTENANCE           347.53

                         === VENDOR TOTALS ===                 347.53
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


   --------ID--------                                      GROSS    P.O. #

   ITEM DATE   BANK CODE ---------DESCRIPTION---------    DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

=====================================================================================================================================

01-03430   SERVICE OFFICE & SUPPLY, INC.

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   I-173974             PLANNER, STORAGE BOX X 3               22.06
    1/07/2015    AP     DUE:  2/06/2015 DISC:  2/06/2015               1099: N
                        PLANNER, STORAGE BOX X 3                       760 5-000-550       OFFICE SUPPLIES                 22.06

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   I-175978             HEAVY DUTY STAPLES                      6.43
    3/02/2015    AP     DUE:  4/01/2015 DISC:  4/01/2015               1099: N
                        HEAVY DUTY STAPLES                             760 5-000-550       OFFICE SUPPLIES                  6.43

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   I-177191             CITY HALL SURVEY MAILERS              975.00
    4/02/2015    AP     DUE:  5/02/2015 DISC:  5/02/2015               1099: N
                        CITY HALL SURVEY MAILERS                       520 5-350-478       PROFESSIONAL SERVICES          975.00

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   I-177206             TONER CARTRIDGE                        94.00
    4/07/2015    AP     DUE:  5/07/2015 DISC:  5/07/2015               1099: N
                        TONER CARTRIDGE                                900 5-037-550       OFFICE SUPPLIES                 94.00

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   I-177259             TAPE, DISPENSER                         6.44
    4/07/2015    AP     DUE:  5/07/2015 DISC:  5/07/2015               1099: N
                        TAPE, DISPENSER                                010 5-163-550       OFFICE SUPPLIES                  6.44

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   I-177314             8 TONER CARTRIDGES                    681.92
    4/10/2015    AP     DUE:  5/10/2015 DISC:  5/10/2015               1099: N
                        8 TONER CARTRIDGES-1/6                         900 5-026-550       OFFICE SUPPLIES                113.65
                        8 TONER CARTRIDGES-1/6                         900 5-027-550       OFFICE SUPPLIES                113.65
                        8 TONER CARTRIDGES-1/6                         900 5-036-550       OFFICE SUPPLIES                113.65
                        8 TONER CARTRIDGES-1/6                         900 5-037-550       OFFICE SUPPLIES                113.65
                        8 TONER CARTRIDGES-1/6                         010 5-163-550       OFFICE SUPPLIES                113.66
                        8 TONER CARTRIDGES-1/6                         760 5-000-550       OFFICE SUPPLIES                113.66

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   I-177365             TONER CARTRIDGES X 4                  387.81
    4/10/2015    AP     DUE:  5/10/2015 DISC:  5/10/2015               1099: N
                        TONER CARTRIDGES X 4                           010 5-045-550       OFFICE SUPPLIES                387.81

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   I-177561             PRINTER PAPER                          42.46
    4/17/2015    AP     DUE:  5/17/2015 DISC:  5/17/2015               1099: N
                        PRINTER PAPER                                  800 5-030-550       OFFICE SUPPLIES                 42.46

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   I-177620             CASE OF PAPER, POST-ITS                52.02
    4/17/2015    AP     DUE:  5/17/2015 DISC:  5/17/2015               1099: N
                        CASE OF PAPER, POST-ITS                        010 5-017-550       OFFICE SUPPLIES                 52.02

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   I-177698             EXPANDING FILE POCKETS                 35.28
    4/21/2015    AP     DUE:  5/21/2015 DISC:  5/21/2015               1099: N
                        EXPANDING FILE POCKETS                         900 5-046-550       OFFICE SUPPLIES                 35.28

                        === VENDOR TOTALS ===               2,303.42
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------  DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-03453   SEW N SO
_____________________________________________________________________________________________________________________________________
   I-732522           HEM PANTS, SEW PATCHES-YELL          52.00
    3/04/2015    AP     DUE:  3/04/2015 DISC:  3/04/2015               1099: N
                        HEM PANTS, SEW PATCHES-YELL                    010 5-023-515      CLOTHING                         52.00
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   I-732524           HEM PANTS, SEW PATCHES-MALES         46.00
    3/05/2015    AP     DUE:  3/05/2015 DISC:  3/05/2015               1099: N
                        HEM PANTS, SEW PATCHES-MALES                   010 5-023-515      CLOTHING                         46.00
_____________________________________________________________________________________________________________________________________
   I-732546           STITCH EYE ON PATCH-CADET             1.00
    3/10/2015    AP     DUE:  3/10/2015 DISC:  3/10/2015               1099: N
                        STITCH EYE ON PATCH-CADET                      010 5-023-515      CLOTHING                          1.00

                        === VENDOR TOTALS ===                  99.00
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01-59339   SFS ARCHITECTURE, INC.
_____________________________________________________________________________________________________________________________________
   I-10664            9/14 ARCHITECTURAL SERVICES       2,710.08
    1/01/2015    AP     DUE:  1/01/2015 DISC:  1/01/2015               1099: N
                        9/14 ARCHITECTURAL SERVICES                    520 5-350-478      PROFESSIONAL SERVICES         2,710.08
_____________________________________________________________________________________________________________________________________
   I-10693            10/14 ARCHITECTURAL SERVICES      1,605.09
    1/01/2015    AP     DUE:  1/01/2015 DISC:  1/01/2015               1099: N
                        10/14 ARCHITECTURAL SERVICES                   520 5-350-478      PROFESSIONAL SERVICES         1,605.09
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   I-10728            11/14 ARCHITECTURAL SERVICES      1,607.16
    1/01/2015    AP     DUE:  1/01/2015 DISC:  1/01/2015               1099: N
                        11/14 ARCHITECTURAL SERVICES                   520 5-350-478      PROFESSIONAL SERVICES         1,607.16
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   I-10795            12/14-1/15 ARCHITECTURAL SVCS     1,696.89
    2/16/2015    AP     DUE:  2/16/2015 DISC:  2/16/2015               1099: N
                        12/14-1/15 ARCHITECTURAL SVCS                  520 5-350-478      PROFESSIONAL SERVICES         1,696.89
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   I-10823            2/15 ARCHITECTURAL SERVICES         336.93
    3/09/2015    AP     DUE:  3/09/2015 DISC:  3/09/2015               1099: N
                        2/15 ARCHITECTURAL SERVICES                    520 5-350-478      PROFESSIONAL SERVICES           336.93
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   I-10873            3/15 ARCHITECTURAL SERVICES         129.61
    4/07/2015    AP     DUE:  4/07/2015 DISC:  4/07/2015               1099: N
                        3/15 ARCHITECTURAL SERVICES                    520 5-350-478      PROFESSIONAL SERVICES           129.61

                        === VENDOR TOTALS ===               8,085.76
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------    DISCOUNT   G/L ACCOUNT          ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-03460   SHERWIN WILLIAMS COMPANY
_____________________________________________________________________________________________________________________________________
   C-66243CB            PARTIAL CREDIT-PAINT RETURN           8.36CR
    1/01/2015    AP     DUE:  1/01/2015 DISC:  1/01/2015               1099: N
                        PARTIAL CREDIT-PAINT RETURN                    010 5-163-520       DEPARTMENT SUPPLIES               8.36CR
_____________________________________________________________________________________________________________________________________
   I-5981-4             PLASTIC FILM-MODULARS                29.49
    3/11/2015    AP     DUE:  4/10/2015 DISC:  4/10/2015               1099: N
                        PLASTIC FILM-MODULARS                          010 5-092-610       BUILDING MAINTENANCE             29.49
_____________________________________________________________________________________________________________________________________
   I-6991-2             PAINT-CSC OFFICE                    146.56
    4/17/2015    AP     DUE:  5/17/2015 DISC:  5/17/2015               1099: N
                        PAINT-CSC OFFICE                               010 5-017-610       BUILDING MAINTENANCE            146.56

                        === VENDOR TOTALS ===               167.69
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01-59035   SMC ELECTRIC SUPPLY
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   I-51054475-00        CRIMP TOOL, CABLE CONNECTER         146.70
    4/08/2015    AP     DUE:  5/08/2015 DISC:  5/08/2015               1099: N
                        CRIMP TOOL, CABLE CONNECTER                    800 5-030-580       TOOLS                           146.70

                        === VENDOR TOTALS ===               146.70
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01-59722   SOUTHWEST POWER POOL, INC.
_____________________________________________________________________________________________________________________________________
   I-201504202066       ASGI 2015-004 STUDY DEPOSIT      20,000.00
    4/20/2015    AP     DUE:  4/20/2015 DISC:  4/20/2015               1099: N
                        ASGI 2015-004 STUDY DEPOSIT                    810 5-030-478       PROFESSIONAL SERVICES        20,000.00
_____________________________________________________________________________________________________________________________________
   I-TRN0315CMLP        3/15 TRANSMISSION SERVICE       369,846.67
    3/31/2015    AP     DRAFT     CK# 000000  4/14/2015                1099: N
                        3/15 TRANSMISSION SVC-LINDE                    800 5-070-426       NETWORK TRANSMISSION SER    266,622.83
                        3/15 TRANSMISSION SVC-NATIVE                   800 5-022-426       NETWORK TRANSMISSION SER    103,208.84
                        WIRE FEE                                       800 5-030-478       PROFESSIONAL SERVICES            15.00

                        === VENDOR TOTALS ===           389,846.67
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01-59900   STANION WHOLESALE ELECTRIC CO.
_____________________________________________________________________________________________________________________________________
   I-3827009-03         #2 TRIPLEX WIRE X 3600 FT.         2,454.89
    4/14/2015    AP     DUE:  5/14/2015 DISC:  5/14/2015               1099: N
                        #2 TRIPLEX WIRE X 3600 FT.                     800 5-020-815       CONDUCTORS                    2,454.89

                        === VENDOR TOTALS ===              2,454.89
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


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   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION

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01-03645   STRIMPLE SIGN & OUTDOOR POWER,

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   I-25178              MOWER BLADES, SPINDLE, SHAFT          250.70
    4/08/2015    AP     DUE:  5/08/2015 DISC:  5/08/2015              1099: N
                        MOWER BLADES, SPINDLE, SHAFT                  010 5-163-620       EQUIPMENT MAINTENANCE           250.70


                        === VENDOR TOTALS ===                 250.70
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01-03770   THOMPSON BROTHERS SUPPLIES, IN

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   I-643012             GASES FOR WELDER                       35.00
    3/30/2015    AP     DUE:  4/29/2015 DISC:  4/29/2015              1099: N
                        GASES FOR WELDER                              010 5-163-525       CHEMICALS/FERTILIZERS/SE         35.00
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   I-643699             COMPRESSED NITROGEN-TOOLS              18.01
    4/08/2015    AP     DUE:  5/08/2015 DISC:  5/08/2015              1099: N
                        COMPRESSED NITROGEN-TOOLS                     800 5-030-525       CHEMICALS/FERTILIZERS/SE         18.01
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   I-643816             COMPRESSED HYDROGEN X 12              312.10
    4/10/2015    AP     DUE:  5/10/2015 DISC:  5/10/2015              1099: N
                        COMPRESSED HYDROGEN X 12                      800 5-030-525       CHEMICALS/FERTILIZERS/SE        312.10
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   I-643942             CALIBRATION GAS-AIR MONITORS          390.50
    4/10/2015    AP     DUE:  5/10/2015 DISC:  5/10/2015              1099: N
                        CALIBRATION GAS-AIR MONITORS                  800 5-030-525       CHEMICALS/FERTILIZERS/SE        390.50
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   I-644161             COMPRESSED HYDROGEN X 15              389.50
    4/14/2015    AP     DUE:  5/14/2015 DISC:  5/14/2015              1099: N
                        COMPRESSED HYDROGEN X 15                      800 5-030-525       CHEMICALS/FERTILIZERS/SE        389.50
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   I-644459             SAFETY GLASSES X 3                     18.60
    4/20/2015    AP     DUE:  5/20/2015 DISC:  5/20/2015              1099: N
                        SAFETY GLASSES X 3                            800 5-020-570       SAFETY EQUIPMENT                 18.60
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   I-644471             SAFETY GLASSES, FLASHLIGHT             24.10
    4/20/2015    AP     DUE:  5/20/2015 DISC:  5/20/2015              1099: N
                        SAFETY GLASSES                                800 5-020-570       SAFETY EQUIPMENT                  2.82
                        FLASHLIGHT                                    800 5-020-520       DEPARTMENT SUPPLIES              21.28
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   I-RN15030059         CYLINDER RENTAL                         6.50
    3/31/2015    AP     DUE:  4/30/2015 DISC:  4/30/2015              1099: N
                        CYLINDER RENTAL                               010 5-071-448       EQUIPMENT-RENTAL/SERVICE          6.50


                        === VENDOR TOTALS ===               1,194.31
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
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DUE TO/FROM ACCOUNTS SUPPRESSED

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   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-00137   TONY CELESTE
____________________________________________________________________________________________________________________________________
   I-201504222090        MEALS-BRANSON-ENTERPOL CNFRNC          30.00
    4/21/2015    AP      DUE:  4/21/2015 DISC:  4/21/2015               1099: N
                         MEALS-BRANSON-ENTERPOL CNFRNC                  010 5-023-490       TRAVEL EXPENSE REIMBURSE        30.00

                         === VENDOR TOTALS ===                  30.00
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01-03810   TOOL SUPPLY, INC.
____________________________________________________________________________________________________________________________________
   I-0083082-00          RUBBER GLOVES                          43.53
    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015               1099: N
                         RUBBER GLOVES                                  900 5-027-520       DEPARTMENT SUPPLIES             43.53
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   I-0083145-00          AIR FILTER-ACID TOWER                  92.65
    4/08/2015    AP      DUE:  5/08/2015 DISC:  5/08/2015               1099: N
                         AIR FILTER-ACID TOWER                          800 5-030-520       DEPARTMENT SUPPLIES             92.65
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   I-0083163-00          DRILL BITS X 4                         19.35
    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N
                         DRILL BITS X 4                                 800 5-030-520       DEPARTMENT SUPPLIES             19.35
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   I-0083178-00          HEX KEY FOR DRAIN PLUGS                15.77
    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015               1099: N
                         HEX KEY FOR DRAIN PLUGS                        900 5-036-580       TOOLS                           15.77
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   I-0083192-00          ADAPTER, WIRE CUP BRUSH               112.47
    4/15/2015    AP      DUE:  5/15/2015 DISC:  5/15/2015               1099: N
                         ADAPTER, WIRE CUP BRUSH                        900 5-037-620       EQUIPMENT MAINTENANCE          112.47

                         === VENDOR TOTALS ===                 283.77
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01-60475   TRANSYSTEMS CORPORATION
____________________________________________________________________________________________________________________________________
   I-201504202045        CULVERT EST, CONCRETE TEST            725.84
    2/06/2015    AP      DUE:  3/08/2015 DISC:  3/08/2015               1099: N
                         CULVERT ESTIMATE-N. OVERLOOK                   010 5-071-478       PROFESSIONAL SERVICES          436.00
                         CONCRETE TESTING                               520 5-350-478       PROFESSIONAL SERVICES          289.84
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   I-INV-0002778340      PAY #4-8TH & NORTHEAST SERVIC      11,348.05
    4/03/2015    AP      DUE:  5/03/2015 DISC:  5/03/2015               1099: N
                         PAY #4-8TH & NORTHEAST SERVICE                 520 5-000-868       STREET IMPROVEMENTS         11,348.05

                         === VENDOR TOTALS ===              12,073.89
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

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   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT  G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION

====================================================================================================================================

01-03840   TRI-STATE ELECTRIC SUPPLY COMP

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   I-106090-00          FLEX STRAP                              3.00

    4/02/2015    AP      DUE:  5/02/2015 DISC:  5/02/2015               1099: N

                         FLEX STRAP                                     900 5-037-520       DEPARTMENT SUPPLIES               3.00

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   I-106239-00          GFCI WALL RECEPTACLE X 2               21.96

    4/14/2015    AP      DUE:  5/14/2015 DISC:  5/14/2015               1099: N

                         GFCI WALL RECEPTACLE X 2                       800 5-030-520       DEPARTMENT SUPPLIES              21.96


                         === VENDOR TOTALS ===                  24.96

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01-54772   TYLER TECHNOLOGIES, INC.

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   I-025-121238         BUSINESS LICENSE ANNUAL MAINT       1,536.64

    4/21/2015    AP      DUE:  5/21/2015 DISC:  5/21/2015               1099: N

                         BUSINESS LICENSE ANNUAL MAINT                  010 5-017-424       CONTRACTUAL AGREEMENTS        1,536.64

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   I-025-121776         5/15 ONLINE COMPONENT, WEB            300.08

    4/21/2015    AP      DUE:  5/21/2015 DISC:  5/21/2015               1099: N

                         5/15 ONLINE COMPONENT, WEB                     010 5-017-424       CONTRACTUAL AGREEMENTS          300.08


                         === VENDOR TOTALS ===               1,836.72

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01-60675   UNITED INDUSTRIES GROUP, INC.

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   I-7104592            LUBE OIL STORAGE TANKS-40% DW      46,930.00

    3/10/2015    AP      DUE:  3/10/2015 DISC:  3/10/2015               1099: N

                         LUBE OIL STORAGE TANKS-40% DWN                 810 5-030-862       PLANT IMPROVEMENTS           46,930.00


                         === VENDOR TOTALS ===              46,930.00

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01-60850   USA BLUEBOOK

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   I-604319             STANDARDS, BUFFERS FOR LAB            570.25

    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015               1099: N

                         STANDARDS, BUFFERS FOR LAB                     900 5-037-525       CHEMICALS/FERTILIZERS/SE        570.25

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   I-605609             MEMBRANE KIT                           77.33

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         MEMBRANE KIT                                   900 5-037-525       CHEMICALS/FERTILIZERS/SE         77.33

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   I-605698             SPECTROPHOTOMETER, MODULE           3,306.86

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         SPECTROPHOTOMETER, MODULE                      900 5-036-850       OTHER EQUIPMENT               3,306.86


                         === VENDOR TOTALS ===               3,954.44
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

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   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

=====================================================================================================================================

01-60918   VAN-WALL EQUIPMENT

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   I-23039               BLADE X 3, ORINGS                     130.86

    3/31/2015    AP      DUE:  4/30/2015 DISC:  4/30/2015               1099: N

                         BLADE X 3, ORINGS                              370 5-000-620       EQUIPMENT MAINTENANCE           130.86


                         === VENDOR TOTALS ===                 130.86

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01-61472   VERIZON BUSINESS

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   I-68282516            3/15 B-SUB DEDICATED LINE           2,295.48

    4/10/2015    AP      DUE:  5/10/2015 DISC:  5/10/2015               1099: N

                         3/15 B-SUB DEDICATED LINE                      800 5-070-416       COMMUNICATIONS                2,295.48


                         === VENDOR TOTALS ===               2,295.48

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01-61477   VERIZON WIRELESS

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   I-9743189468          4/15 CELL PHONE, HOT SPOTS            273.79

    4/01/2015    AP      DUE:  4/01/2015 DISC:  4/01/2015               1099: N

                         4/15 CELL PHONE                                010 5-018-416       COMMUNICATIONS                   71.83

                         4/15 CELL PHONE                                800 5-030-416       COMMUNICATIONS                   49.72

                         4/15 CELL PHONE, HOT SPOT                      010 5-045-416       COMMUNICATIONS                   72.22

                         4/15 GIS/GPS HOT SPOT                          800 5-040-416       COMMUNICATIONS                   40.01

                         4/15 GIS/GPS HOT SPOT                          010 5-163-416       COMMUNICATIONS                   40.01


                         === VENDOR TOTALS ===                 273.79

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01-03925   VWP LAWN CARE

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   I-098001              1405 MAPLE LOT CLEAN UP               165.00

    4/13/2015    AP      DUE:  5/13/2015 DISC:  5/13/2015               1099: N

                         1405 MAPLE LOT CLEAN UP                        700 5-000-424       CONTRACTUAL AGREEMENTS          165.00

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   I-098002              402 W 3RD LOT CLEAN UP                160.00

    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015               1099: N

                         402 W 3RD LOT CLEAN UP                         700 5-000-424       CONTRACTUAL AGREEMENTS          160.00

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   I-098003              1109 W 14TH LOT CLEAN UP              225.00

    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015               1099: N

                         1109 W 14TH LOT CLEAN UP                       700 5-000-424       CONTRACTUAL AGREEMENTS          225.00


                         === VENDOR TOTALS ===                 550.00
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES

VENDOR SET: 01  CITY OF COFFEYVILLE

SEQUENCE  : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED


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   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION

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01-61032   WAGEWORKS

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   I-125AI0388202       3/15 ADMINISTRATIVE FEES              330.00
    4/17/2015    AP      DUE:  4/17/2015 DISC:  4/17/2015               1099: N
                         3/15 ADMINISTRATIVE FEES                       010 5-014-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       010 5-015-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       010 5-017-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       010 5-018-424       CONTRACTUAL AGREEMENTS            12.00
                         3/15 ADMINISTRATIVE FEES                       010 5-019-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       010 5-023-424       CONTRACTUAL AGREEMENTS            36.00
                         3/15 ADMINISTRATIVE FEES                       010 5-041-424       CONTRACTUAL AGREEMENTS            24.00
                         3/15 ADMINISTRATIVE FEES                       010 5-045-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       010 5-071-424       CONTRACTUAL AGREEMENTS            18.00
                         3/15 ADMINISTRATIVE FEES                       010 5-163-424       CONTRACTUAL AGREEMENTS            24.00
                         3/15 ADMINISTRATIVE FEES                       350 5-717-424       CONTRACTUAL AGREEMENTS            30.00
                         3/15 ADMINISTRATIVE FEES                       370 5-000-424       CONTRACTUAL AGREEMENTS            12.00
                         3/15 ADMINISTRATIVE FEES                       760 5-000-424       CONTRACTUAL AGREEMENTS            12.00
                         3/15 ADMINISTRATIVE FEES                       800 5-020-424       CONTRACTUAL AGREEMENTS            24.00
                         3/15 ADMINISTRATIVE FEES                       800 5-022-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       800 5-030-424       CONTRACTUAL AGREEMENTS            30.00
                         3/15 ADMINISTRATIVE FEES                       800 5-040-424       CONTRACTUAL AGREEMENTS            12.00
                         3/15 ADMINISTRATIVE FEES                       900 5-026-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       900 5-027-424       CONTRACTUAL AGREEMENTS             6.00
                         3/15 ADMINISTRATIVE FEES                       900 5-036-424       CONTRACTUAL AGREEMENTS            12.00
                         3/15 ADMINISTRATIVE FEES                       900 5-037-424       CONTRACTUAL AGREEMENTS            36.00

                         === VENDOR TOTALS ===                 330.00
====================================================================================================================================

01-04010   WALMART COMMUNITY BRC

____________________________________________________________________________________________________________________________________

   I-01195-1             BURGERS, BUNS, BATTERIES               60.65
    4/04/2015    AP      DUE:  5/04/2015 DISC:  5/04/2015               1099: N
                         BURGERS, BUNS                                  370 5-000-507       CONCESSIONS                       48.94
                         WASP SPRAY                                     370 5-000-520.01    DEPARTMENT SUPPLIES-PRO            4.74
                         BATTERIES                                      370 5-000-505       BATTERIES-NON VEHICLES             6.97

____________________________________________________________________________________________________________________________________

   I-01286-1             BURGERS, CRACKERS, BUNS               118.75
    3/27/2015    AP      DUE:  4/26/2015 DISC:  4/26/2015               1099: N
                         BURGERS, CRACKERS, BUNS                        370 5-000-507       CONCESSIONS                      118.75

____________________________________________________________________________________________________________________________________

   I-04899               COFFEE, WATER, COOKIES-ACADEM          36.70
    4/02/2015    AP      DUE:  5/02/2015 DISC:  5/02/2015               1099: N
                         COFFEE, WATER, COOKIES-ACADEMY                 010 5-023-521       SPECIAL EVENTS                    36.70

____________________________________________________________________________________________________________________________________

   I-05385               COFFEE, WATER-CONFERENCE RM            25.96
    3/24/2015    AP      DUE:  4/23/2015 DISC:  4/23/2015               1099: N
                         COFFEE, WATER-CONFERENCE RM                    800 5-030-520       DEPARTMENT SUPPLIES               25.96
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                            GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
====================================================================================================================================
01-04010   WALMART COMMUNITY BRC         ( ** CONTINUED ** )
____________________________________________________________________________________________________________________________________
   I-06816               GAS CAN, RAT BAIT                      62.76
    4/01/2015    AP      DUE:  5/01/2015 DISC:  5/01/2015               1099: N
                         GAS CAN, RAT BAIT                              010 5-041-520       DEPARTMENT SUPPLIES               62.76
____________________________________________________________________________________________________________________________________
   I-06826               VACUUM                                 43.84
    4/02/2015    AP      DUE:  5/02/2015 DISC:  5/02/2015               1099: N
                         VACUUM                                         010 5-163-520       DEPARTMENT SUPPLIES               43.84
____________________________________________________________________________________________________________________________________
   I-07074-1             AREA RUG                               15.96
    3/25/2015    AP      DUE:  4/24/2015 DISC:  4/24/2015               1099: N
                         AREA RUG                                       010 5-012-520       DEPARTMENT SUPPLIES               15.96
____________________________________________________________________________________________________________________________________
   I-07572-1             VACUUM                                 98.96
    4/06/2015    AP      DUE:  5/06/2015 DISC:  5/06/2015               1099: N
                         VACUUM                                         010 5-041-583       OTHER EQUIPMENT                   98.96
____________________________________________________________________________________________________________________________________
   I-07595               COFFEE MAKER                          118.97
    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015               1099: N
                         COFFEE MAKER                                   800 5-030-520       DEPARTMENT SUPPLIES              118.97
____________________________________________________________________________________________________________________________________
   I-07838               BURGERS, BUNS, CHEESE                  81.08
    3/30/2015    AP      DUE:  4/29/2015 DISC:  4/29/2015               1099: N
                         BURGERS, BUNS, CHEESE                          370 5-000-507       CONCESSIONS                       71.66
                         SWIFFER CLEANER                                370 5-000-520.01    DEPARTMENT SUPPLIES-PRO            9.42
____________________________________________________________________________________________________________________________________
   I-08296               USB FOR PUBLIC COMPUTER                29.97
    4/10/2015    AP      DUE:  5/10/2015 DISC:  5/10/2015               1099: N
                         USB FOR PUBLIC COMPUTER                        010 5-018-520       DEPARTMENT SUPPLIES               29.97
____________________________________________________________________________________________________________________________________
   I-09203               BURGERS, CRACKERS, WIPES              131.44
    4/09/2015    AP      DUE:  5/09/2015 DISC:  5/09/2015               1099: N
                         BURGERS, CRACKERS, SEASONING                   370 5-000-507       CONCESSIONS                       91.18
                         WIPES, AIR FRESH                               370 5-000-520.01    DEPARTMENT SUPPLIES-PRO           40.26
____________________________________________________________________________________________________________________________________
   I-09958               BINDERS, USB, SANITIZER               123.57
    3/25/2015    AP      DUE:  4/24/2015 DISC:  4/24/2015               1099: N
                         BINDERS FOR ACADEMY                            010 5-023-521       SPECIAL EVENTS                    99.40
                         USB, SANITIZER                                 010 5-023-520       DEPARTMENT SUPPLIES               24.17
____________________________________________________________________________________________________________________________________
   I-201504222087        3/15 LATE PAYMENT CHARGE               12.91
    4/16/2015    AP      DUE:  5/16/2015 DISC:  5/16/2015               1099: N
                         3/15 LATE PAYMENT CHARGE                       010 5-131-520       DEPARTMENT SUPPLIES               12.91

                         === VENDOR TOTALS ===                 961.52
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PACKET:  02568 AO-15-07 4.28.15 PAYABLES
VENDOR SET: 01  CITY OF COFFEYVILLE
SEQUENCE  : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

   --------ID--------                                  GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------       DISCOUNT   G/L ACCOUNT         ------ACCOUNT NAME------  DISTRIBUTION
==================================================================================================================================
01-53057   WASTE CONNECTIONS OF OKLAHOMA,
__________________________________________________________________________________________________________________________________
   I-482463            3/15 RESIDENTIAL SERVICE          36,284.80
    4/01/2015    AP      DUE:  4/01/2015 DISC:  4/01/2015              1099: N
                       3/15 RESIDENTIAL SERVICE                        700 5-000-478       PROFESSIONAL SERVICES       36,284.80

                       === VENDOR TOTALS ===             36,284.80
==================================================================================================================================
01-61411   WISP-ROUTER, INC.
__________________________________________________________________________________________________________________________________
   I-71185             ACCESS POINT-PD                       28.29
    3/06/2015    AP      DUE:  3/06/2015 DISC:  3/06/2015              1099: N
                       ACCESS POINT-PD                                 500 5-310-845       OFFICE FURNITURE & EQUIP        28.29

                       === VENDOR TOTALS ===                 28.29

                       === PACKET TOTALS ===          4,658,364.49
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Item # I-1

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 28, 2015	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to appoint two people to the Public Library Board.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Cindy Price, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE	The Public Library Board is established to make and adopt rules and regulations for the administration of the library.	
BACKGROUD	The seven-member Library Board has two new terms running from April 30, 2015 through April 30, 2019. Board members are to be residents of the city.	

Item # I-1

SPECIAL NOTES	**Applicants** Karen Bobbe new applicant Lauren Burtrum new applicant Janie Hearson current member Lois Rhae Hendrix new applicant **Current Board Term expires** Gary Bailey 04/30/16 Kay Frihart 04/30/15 Janie Hearson 04/30/15 Leslie Hills 04/30/17 R. E. Layton 04/30/18 Megan Martin 04/30/18 Pete Walterscheid 04/30/16
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board openings was placed on the City's website and Channel 13 and sent to the Coffeyville Journal, Independence Reporter, Montgomery County Chronicle and KGGF.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicants to make comments and appoint two people to fill the unexpired terms on the Library Board serving to April 30, 2019.
REFERENCE DOCUMENTS ATTACHED	Applications

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date 4/20/2015

Board or Commission: **Coffeyville Public Library Board of Directors**

Term: **4-Year Terms**

Meeting Times: **First Tuesday of each month, 5:15 p.m., Library**

Purpose and Membership: **To make and adopt rules and regulations for administration of library.**

The seven (7) members of this Board are all residents of the City of Coffeyville.

Name Lauren Bertram

Address 4515 CR 2400, Coffeyville, KS

Phone 913-205-6111 **E-mail** laurenjbertram@gmail.com

Work Experience and Training I am Director for the Coffeyville Regional Medical Center Foundation. I work daily with not-for-profit issues, including fundraising and grantwriting. Before becoming CRMC Foundation Director in June 2014, I worked in advertising. Since 2005, I was an Account Executive at PlattForm Advertising in Kansas City, working as a client advocate at the agency, ensuring their creative vision and marketing plan came to fruition at the Agency. I have a BA in Journalism and a BA in English from the University of Kansas.

Interest in Board Since moving to Coffeyville in 2013, I've become keenly interested in investing my time and talent in the community. My family and I love living in Coffeyville and it is important to me to give back as much as I can to the community that's already given us so much. The community-centered focus the Coffeyville Library has is unique, which makes it a perfect place for me to work within their already great Board team to help make a positive impact on the community.

Signature

RECEIVED
APR 10 2015
CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date 4-9-15

Board or Commission: **Coffeyville Public Library Board of Directors**

Term: **4-Year Terms**

Meeting Times: **First Tuesday of each month, 5:15 p.m., Library**

Purpose and Membership: **To make and adopt rules and regulations for administration of library.**

The seven (7) members of this Board are all residents of the City of Coffeyville.

Name Karen Bobbe

Address 1906 W. 5th

Phone 620-688-1743 **E-mail** kbobbe75 @ yahoo.com

Work Experience and Training 20 years in Childcare. 9 month as a CNA. And i am currently a student in the Medical Assisting program.

Interest in Board I think it would be good to be on the board since i utilize the library and its resources daily. And i would like to help be in the process of making changes or advancements

Karen Bobbe
Signature

RECEIVED
MAR 31 2015
CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date 3/30/15

Board or Commission: **Coffeyville Public Library Board of Directors**

Term: **4-Year Terms**

Meeting Times: **First Tuesday of each month, 5:15 p.m., Library**

Purpose and Membership: **To make and adopt rules and regulations for administration of library.**

The seven (7) members of this Board are all residents of the City of Coffeyville.

Name Janie Hearson

Address 201 S. Overlook Coffeyville, KS 67337

Phone (620)251-4941 **E-mail** thearson@cox.net

Work Experience and Training Homeschool mom, legal secretary and current secretary of the Board since 2012.

Interest in Board To continue to serve the Library as secretary and help make it the best Library in Kansas!

Janie Hearson
Signature

RECEIVED
APR 10 2015
CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date 4-6-2015

Board or Commission: Coffeyville Public Library Board of Directors

Term: 4-Year Terms

Meeting Times: First Tuesday of each month, 5:15 p.m., Library

Purpose and Membership: To make and adopt rules and regulations for administration of library.

The seven (7) members of this Board are all residents of the City of Coffeyville.

Name Lois Rhae Hendrix

Address 1406 W. 2nd St.

Phone 620-688-1604 E-mail loirhae@hotmail.com

Work Experience and Training Fed-Ex Freight - 25 years 1990 - Present. St. Paul's Episcopal Church Secretary - 1984-1989

Interest in Board The mission of the Coffeyville Library is very important to our Community. I believe if you can read you do anything. I work well with others and want to give back to the Community.

Lois Rhae Hendrix
Signature

Item # I-2

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 28, 2015	
RESOLUTION OR ORDINANCE NUMBER	S-15-04	
AGENDA TITLE	**Rezoning Case ZC 2015-02, Harold Mann**	
REQUESTING DEPARTMENT	City Planning Commission	
PRESENTER	Dennis Jacobs, City Planner / Architect	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Approval/Disapproval of Planning Commission recommendation on the rezoning of property from R-1, Single Family Residential District to C-4, Service Commercial District.	
BACKGROUND	The applicant wishes to rezone the referenced properties in preparation for the future construction and operation of a Retail Business facility.	
SPECIAL NOTES	The new retail center will house the owner’s insurance business, plus several other retail spaces, and include off street parking with handicapped access.	
ANALYSIS		

PUBLIC INFORMATION PROCESS	**a.)** Legal Notice in newspaper 20 days prior to public hearing. **b.)** Legal Notice mailed to property owners within 200 feet of applicant's property 20 days prior to public hearing. **c.)** Public hearing held on April 7, 2015. **d.)** Fourteen day mandated protest waiting period.
BOARD OR COMMISSION RECOMMENDATION	Planning Commission voted unanimously 7-0 to recommend approval of the rezoning application.
STAFF RECOMMENDATION	Staff concurs with Planning Commission recommendation. We feel the benefits to the community of the rezoning of property along Highway 166 is in accordance with the recommendations of the Comprehensive Plan adopted by the City and will provide an asset in place of the vacant houses and empty lots in that block.
REFERENCE DOCUMENTS ATTACHED	Application for Rezoning Abstract names request Journal notification and legal notice request Notice ZC 2015-02, Mann Site Photos Aerial Photo of designated property Staff report to Planning Commission A. Ordinance No. S-15-04

ORDINANCE NO. S-15-04

AN ORDINANCE REZONING THE LOTS NUMBERS 8, 9, 10, 11 AND 12, BLOCK 12, COMMERCIAL CLUB 1ST ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS; (*A/K/A 1102, 1104, 1106, 1108 AND 1110 WEST ELEVENTH STREET*).

WHEREAS, the Coffeyville Planning Commission received an application from Mr. Harold Mann, 128 Woodland Road, Coffeyville, Kansas, 67337, that the following property, as more particularly described below, be rezoned from R-1 (Single Family Residential District) to C-4, (Service Commercial District), for the purpose of construction and operation of a Retail Business facility; and

WHEREAS, pursuant to K.S.A. 12-757(b), at least twenty days prior to the hearing, a notice of hearing was published in the official city newspaper and written notice was mailed to all owners of record of real property located within at least 200 feet of the tract of land being considered for rezoning; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Coffeyville Planning Commission held a public hearing on April 7, 2015, regarding said rezoning request; and

WHEREAS, in regular session on April 7, 2015, the Coffeyville Planning Commission after considering the matters set forth in the City's zoning regulations determined by a majority vote, to submit to the governing body a recommendation of approval of the rezoning said property to C-4 (Service Commercial District) and that the Official Zoning District Map of Coffeyville, Kansas be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS:

SECTION 1. That the specific real property as more particularly described below be and is hereby rezoned from R-1 (Single Family Residential District) to C-4 (Service Commercial District).

Coffeyville Planning Commission Rezoning Case Number **ZC 2015-02**.

Lots Nos. 8, 9, 10, 11 and 12, Block 12, Commercial Club 1st Addition to the City of Coffeyville, Montgomery County, Kansas; a/k/a 1102, 1104, 1106, 1108 and 1110 West Eleventh Street

SECTION 2. That the Official Zoning District Map of Coffeyville, Kansas be amended to reflect the approved rezoning of said property.

SECTION 3. That all former ordinances and any parts thereof concerned with the rezoning of this particular property in conflict herewith be and are hereby repealed.

Passed and approved this 12th day of May, 2015.

____
Christopher V. Williams, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

NOTICE OF HEARING REQUEST FOR REZONING
BEFORE THE COFFEYVILLE PLANNING COMMISSION
OF THE CITY OF COFFEYVILLE, KANSAS

Notice is hereby given to all persons concerned and interested, that on Tuesday, April 7, 2015, at 5:30 P.M. in the Activity Room, Senior Citizens Activity Center, 501 South Walnut Street, Coffeyville, Kansas, it will be proposed by Mr. Harold Mann, 128 Woodland Road, Coffeyville, Kansas, 67337, that the following property, to-wit:

ZONING CASE 2015-02, Mann

Lots Nos. 8, 9, 10, 11 & 12, Block 12, Commercial Club 1st Addition
to the City of Coffeyville, Montgomery County, Kansas;
a/k/a 1102, 1104, 1106, 1108 & 1110 West Eleventh Street

be re-zoned from Single Family Residential District (R-1), to Service Commercial District (C-4), for the purpose of construction and operation of a Retail business facility, of which legal and proper protest and objections may be made according to the statutes of such cases made and provided.

At the conclusion of said Hearing, the City Planning and Zoning Commission will make its recommendations in the premises.

Mr. Mike Mongan, Chairman
Coffeyville Planning Commission

ATTEST:

Dennis W. Jacobs
City Planner

(Published in the Saturday, March 14, 2015, edition of the Coffeyville Journal)

View of Site From South

View of Site From South

View of Site From North

View of Site From North

View of Site From East

View of Site From West

View Toward South From Site

View Toward South From Site

View Toward East From Site

View Toward North From Site

View Toward North From Site

View Toward West From Site

Coffeyville
KANSAS

Engineering Department
102 W 7th
COFFEYVILLE, KS 67337
VOICE: 620-252-6100
FAX: 620-252-6175
www.coffeyville.com

GIS System By: Midland GIS

1102, 1104,1106,1108 & 1110 West 11th Street

ZC2015-02

Legend

▭ Request for Re-zone

▦	AGR	■	M
▨	C-1	■	OP
▨	C-2	■	PUD
■	C-3	■	R-
■	C-4	■	R-1
▨	I-1	■	R-2
■	I-2	▨	R-4

Note:
Request for Re-zoning of properties from R-1 to C-4

1 inch = 100 feet

PLANNING STAFF REPORT

DATE : March 19, 2015

TO : Coffeyville Planning Commission

FROM : Dennis Jacobs, City Planner
RE : Zone Case: **ZC 2015-02, Mann**

A request from Mr. Harold Mann, 128 Woodland Road, Coffeyville, Kansas, 67337, that the following properties be re-zoned from Single Family Residential District (R-1), to Service Commercial District (C-4), for the purpose of constructing and operating a Retail Business facility.

ZONING CASE 2015-02, Mann

The Lots Nos. 8, 9, 10, 11 and 12; Block 12, Commercial Club 1st Addition,
to the City of Coffeyville, Montgomery County, Kansas;
a/k/a 1102, 1104, 1106, 1108 and 1110 West 11th Street

Chapter 29.06 ADMINISTRATION

Paragraph 4. Public Hearing: The Planning Commission shall hold a "public hearing" on each proposed rezoning, conditional use, home occupation, special exception or variance within sixty (60) days from filing date. If the public hearing was to consider a change in zoning classification or district boundaries, the following factors shall be considered by the Planning Commission in determining its recommendation:

A. THE CHARACTER OF THE NEIGHBORHOOD

The site and surrounding neighborhood consists of mostly open lots and scattered residential and commercial structures. Some of the neighboring properties have been cleared after residences had been allowed to deteriorate and were demolished or moved. Some residences and new commercial buildings remain, primarily along the 11th Street corridor and to the north of the subject properties.

B. THE ZONING USES OF PROPERTIES NEARBY

The adjacent properties on the north and south side of Highway 166 (11th Street) are a mixture of R-1 and C-4 zoning, with moistly R-1 zoning on

10th and 12th Streets. All of the properties to the west of the subject property on the north side of Highway 166 (11th Street) are also zoned C-4. In the blocks to the east, the majority of the lots are mixed zoning of residential and commercial. This application is in keeping with the previous Planning Commission position of rezoning highway frontage to commercial uses as the properties are converting from residential use.

C. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

It is not unusual to find various zoning classifications along arterial streets and the highways, such as on which these properties are located. In as much as the surrounding land is mostly vacant or already zoned commercial, it does not seem to suitable to restrict the uses to which the properties have been restricted.

D. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The rezoning of this property to a C-4, Service Commercial District usage would allow for the future development of any commercial enterprise allowed in this classification. The current Residential District R-1 classification allows only the following uses for the properties:
for the properties:

1. Accessory buildings incident to the following uses.
2. Single family detached dwellings.
3. Public schools and private schools having a curriculum equivalent to public schools accommodating ten (10) or more children.
4. Municipal parks and playgrounds.
5. Home occupations – allowed with a permit.
6. Group homes as defined in 29.09.050 of the ordinance.

By removing the R-1 current zoning restriction and recommending a C-4 zoning classification to the City Commission, any of the following uses would be allowed:

1. Accessory buildings incident to the following uses.
2. Ambulance service.
3. Antique shops.
4. Apparel stores.
5. Appliance stores, electrical.
6. Auction room.

7. Automobile accessory stores.
8. Automobile and truck.
9. Automobile repair and painting operations.
10. Automobile service stations.
11. Automobile wheel alignment, when secondary to automobile accessory stores.
12. Bait stores.
13. Banks and financial institutions.
14. Bicycle sales, rental and repair.
15. Blueprinting and photostating establishments.
16. Boat sales and rentals.
17. Book Stores.
18. Bowling alley.
19. **Business and professional offices.**
20. Business machine rental, repair and sales.
21. Camera and photographic supply stores.
22. Candy manufacturer, employing fewer than five persons.
23. Car or truck wash.
24. Carpet and rug stores.
25. China and Glassware stores.
26. Commercial offstreet parking as a principal use.
27. Computer store; sales, service and equipment.
28. Construction equipment sales and rental.
29. Convenience store, including gasoline sales and single-bay auto wash.
30. Dental laboratory.
31. Department stores.
32. Drugstores.
33. Dry cleaning and laundry receiving stations when no processing or cleaning of clothes is done on the premises.
34. Electrical appliance repair, when secondary to a retail outlet.
35. Electric sign manufacturing/repair, limited to five employees or less.
36. Express storage and delivery station.
37. Exterminator, pest.
38. Feed wholesale.
39. Florist shop, provided that there shall not be any greenhouse or growing of products on the premises except those products on display for retail use.
40. Food stores, including grocery stores, meat markets, bakeries and delicatessens, provided that there shall not be more than five employees.
41. Free standing automated banking or dispensing facility.
42. Funeral home, mortuary or undertaking establishments.
43. Furniture stores.

44. Furrier shops, including the incidental storage and conditioning of furs.
45. Garden stores.
46. Gift shops.
47. Glass sales and cutting shop.
48. Golf driving range, commercial.
49. Government buildings.
50. Hair care establishments.
51. Hardware stores.
52. Hobby supply stores.
53. Home occupations – allowed with a permit.
54. Hotels and motels.
55. Interior decorating shops, including upholstery, making of draperies, slipcovers, and other similar articles which are conducted as a part of, and secondary to, a retail operation.
56. Jewelry stores.
57. Leather goods and luggage stores.
58. Linen supply, diaper service, uniform supply.
59. Lodges and fraternal clubs.
60. Lumber yard.
61. Mobile home and tractor sales and rental, but not including the use of any mobile home as a residence.
62. Motorcycle sales, service and rental.
63. Municipal parks and playgrounds.
64. Municipal water towers and fire stations.
65. Music stores and musical instrument sales and repair.
66. Newspapers, office and printing.
67. Office equipment and supplies, sales and service, rental and repair.
68. One and two family dwellings.
69. Optical goods manufacture and sales.
70. Other uses which are of the same general character as those listed in this section which have the prior approval of the Planning Commission and which will not be detrimental to the district in which located.
71. Package liquor stores.
72. Paint and wallpaper stores.
73. Pet grooming shops.
74. Pet stores.
75. Physical, cultural and health parlors, such as private gymnasiums and reducing salons.
76. Plumbing fixture sales.
77. Private clubs.
78. Public schools and private schools having a curriculum equivalent to and substantially the same as public schools or kindergartens accommodating ten or more children.

79. Radio and television broadcasting stations.
80. Recording studio.
81. Restaurants – including drive-in establishments, serving food or beverage to customers for consumption on the premises or in parked motor vehicles.
82. Retail bakery, limited to nine employees.
83. Schools of music, dance or business.
84. Self-service laundries having not more than two employees in the performance of service upon the premises.
85. Sheet metal shop.
86. Shoe repair shop.
87. Sign painting.
88. Skating rink, commercial.
89. Sporting goods store.
90. Student roomer – not to exceed four per dwelling.
91. Tailor shop.
92. Taverns-beer parlors.
93. Telephone exchanges.
94. Telephone substations.
95. Theater, indoor.
96. Travel bureaus and transportation ticket offices.
97. Truck rental and sales.
98. Variety stores.
99. Video stores.
100. Group homes as defined in 29.09.050 of the ordinance.

In addition, any Conditional Uses listed below are allowed with the rezoning and approval of a Conditional Use permit:

1. Outdoor theatre
2. Telephone transmission equipment structure
3. Animal hospital, provided that all pens shall be screened when located within three hundred feet (300’) of a residential district
4. Warehouse, provided all material is stored inside, and the stored material is compatible with this district
5. Retail building materials yard

Any of these uses will be allowed upon approval of the zoning classification change, regardless of the ownership of the property; and there is no time restriction on the establishment of any of these uses once rezoned. The impact upon the surrounding properties of some of these listed uses does not seem to be injurious to their value and/or salability.

E. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

The subject properties have been zoned R-1, Residential District since the introduction of zoning in the 1970s. The remaining structures have been vacant for more than a year since the modular home was relocated. The other lots have been vacant for several years.

F. THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DIMINUTION IN VALUE OF THE DEVELOPER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER

The denial of this rezoning request will potentially have an impact to diminish the use and value of this property, but at the same time shouldn't negatively impact the public's health, safety or welfare with regard to the future development of the property.

The location of these properties, adjacent to the highway negates its probable usage for any residential development. The same can be said with respect to the vacant land which is in proximity to the site. The proposed use of the C-4 classification is in keeping with the adjacent highway frontage neighborhood as all of the property abutting the highway to the west is zoned C-4.

G. THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY

The Planning staff has reviewed this application in an effort to satisfy both the context of the surrounding neighborhood and at the same time bring the proposed area into compliance with the Comprehensive Development Plan adopted by the City Commission. The subject property has been designated as a part of a large band of land along the highway in the Southwest Coffeyville city limits, under the Comprehensive Development Plan for Coffeyville, Kansas, 2010, Future Land Use Plan Map.

"…The two most critical areas for commercial redevelopment and rehabilitation are the central business district and the vacant parcels along 11th Street. … For the remainder of the town, as new uses and structures are promoted in existing commercial district, including along 11th Street, these developments should remain compatible with surrounding land uses."

The new Comprehensive Plan projects this area to be developed as General Commercial property.

H. A CONSIDERATION OF THE RECOMMENDATION OF PROFESSIONAL STAFF

In consideration of the location of the properties with regard to the main highway corridor, it is the position of city staff to recommend approval of the application to the City Commission. We anticipate that this will be the first of several applications for commercial zoning along the highway in the future.

April 22, 2105

James Grimmett
City Manager
11 E. 2nd St.
Coffeyville, KS 67337

RE: **Perkins Bid Package**
Contractor Presentation to the City Commission

Dear James,

Three qualified contractors submitted bids for the Perkins Building restoration, Complete Construction Services (CCS), Wilson Group and Decker. CCS is the low bidder with a bid of $214,441.00. Wilson Group submitted a bid of $253,632.00 and Decker submitted a bid of $329,000.00. CCS did not include a qualifications form with their bid but they did submit it within 48 hours. Each contractor included a bid bond, acknowledged the addendum and provided unit prices as required in the Project Manual.

SFS contacted CCS about their qualifications and approach to the project. We also contacted 3 of their references. Based on our conversation with CCS and their references, SFS finds no reason that the City should not proceed with contracting construction services for the Perkins restoration with CCS. Please contact me with any questions. Thank you.

Sincerely,

Steven Wise, AIA, LEED AP BD+C
principal

RESOLUTION NO. R-15-49

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION AGREEMENT WITH COMPLETE CONSTRUCTION SERVICE FOR RENOVATION OF THE PERKINS BUILDING.

Whereas, in November 2012 a majority of the voters approved a ½ cent sales tax, seventy percent of which is dedicated for improvements to municipally owned facilities, including City Hall, the Fire Station, the Perkins Building, the Youth Activity Center, and the Library; and

Whereas, bids were received and opened on April 9, 2015, for the Perkins Building Renovation;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor is hereby authorized and directed to execute a construction agreement with Complete Construction Service in an amount not to exceed $214.441 for the Perkins Building Renovation Project.

Adopted this 28th day of April 2015.

____
Christopher V. Williams, Mayor

ATTEST:

____
Cindy Price, City Clerk

Approved as to Form:

____
Paul Kritz, City Attorney

Coffeyville Perkins Building
13838 4/9/15

sfsarchitecture

	Contractor	Acknowledgements	Meets Requirements	Base Bid	Unit Prices/Notes
1	The Wilson Group Phone: 816-434-3183 Fax:	☑ Addendum 1 ~~☐ Addendum 2~~	☑ Bid Bond ☑ Qualification Form	$253,632 allowance #1 $10,000 120 days	#1 $14.00 #2 $5.00 #3 $7.00 #4 $4.00 #5 $4.00 #6 $12.50 #7 $7.00 #8 $5.00
2	Decker Phone: 620-251-7693 Fax:	☑ Addendum 1 ~~☐ Addendum 2~~	☑ Bid Bond ☑ Qualification Form	$329,000 allowance #1 $10,000 150 days	#1 $12.00 #2 $10.35 #3 $6.50 #4 $4.70 #5 $2.40 #6 $55.00 #7 $9.00 #8 $5.00
3	Complete Construction Service Phone: 913-387-4796 Fax: Peter Knipper	☑ Addendum 1 ~~☐ Addendum 2~~	☑ Bid Bond ☐ Qualification Form not attached	$214,441 allowance #1 $10,000 - 36 days updating this +2 weeks or so.	#1 $7.00 #2 .75 #3 $3.50 #4 $3.00 #5 $2.50 #6 $14.00 #7 $2.75 #8 $6.00

RECEIVED
APR - 6 2015
CITY CLERK

DOCUMENT 004126 - BID FORM

1.1 BID INFORMATION

A. Bidder: Complete Construction Service

B. Project Name: Coffeyville, Kansas Perkins Building Exterior Restoration.

C. Project Location: Perkins Building - 807 Walnut, Coffeyville, KS 67337.

D. Owner: City of Coffeyville, Kansas

E. Architect: SFS Architecture

1.2 CERTIFICATIONS AND BASE BID

A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by SFS Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the Bid Package identified for above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Bid Package Title: **Perkins Building Exterior Restoration**

Base Bid: TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND FOURTY ONE xx/100 ($ 214,441.00)

1. Unit Prices:

Unit Price #1: Masonry Tuckpointing LF ($ ~~11.00~~ 7.00 (R)

Unit Price #2: Wood Trim Repair SF ($ ~~2.50~~ 0.75 (R)

Unit Price #3: Wood Trim Replacement LF ($ 3.50)

Unit Price #4: Joint Sealant Replacement LF ($ 3.00)

Unit Price #5: Masonry Cleaning SF ($ 2.50)

Unit Price #6: Wood Floor Plank Repair & Refinishing ($ 14.00 per SF)

Unit Price #7: Plaster Wall Repair & Repainting SF ($ 2.75)

Unit Price #8: Supplemental Wall Framing LF ($ 6.00)

2. Allowances:

Allowance #1: Metal Repair & Restoration **$10,000**

1.3 SCHEDULE

A. The undersigned Bidder will complete the scope of work in:

1. Final Completion: June 5, 2015 calendar days assuming Notice to Proceed by April 30, 2015.
2. The actual construction start date(s) shall be coordinated with the Owner.

1.4 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/31/2015.
2. Addendum No. 2, dated ________.

1.5 SUBMISSION OF BID

A. Respectfully submitted this 9th day of April 2015.

B. Submitted By: Complete Construction Service (Name of bidding firm or corporation).

C. Authorized Signature: ________ (Handwritten signature).

D. Signed By: Clint Spoor (Type or print name).

E. Title: Owner (Owner/Partner/President/Vice President).

F. Witnessed By: ________ (Handwritten signature).

G. Attest: ________ (Handwritten signature).

H. By: Doug Straley (Type or print name).

I. Title: Assistant Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 12480 W 62nd Terrace | Suite ________.

K. City, State, Zip: Shawnee, KS 66216.

L. Phone: 913-387-4796.

M. License No.: 2015-6093

N. Federal ID No.: 80-0719547 (Affix Corporate Seal Here).

END OF DOCUMENT 004126

Bond No. ________________

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Complete Construction, LLC
12480 W. 62nd Terrace Ste 202, Shawnee, KS 66216

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto City of Coffeyville, KS

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the amount bid-----------------

Dollars ($ 5% of amount bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Coffeyville Perkins Building Exterior Restoration

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of April

Witness

Complete Construction, LLC
Principal
By:
Clint Spoor, Owner
Name/Title

Teresa Stewart
Witness

Old Republic Surety Company
Surety
By: Cynthia L. Stephens
Cynthia L. Stephens
Attorney-in-Fact

ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOHN W. BOVARD, CYNTHIA L. STEPHENS, TERESA D. STEWART, KIMBERLY R LANE, OF MISSION, KS

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
ONE MILLION DOLLARS($1,000,000)---------------------- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of MARCH, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of MARCH, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5090

Signed and sealed at the City of Brookfield, WI this 10th day of April, 2015.

Assistant Secretary

BOVARD INSURANCE GROUP

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Complete Construction Service

2. Permanent main office address: 12480 W. 62nd Terrace Ste. 202 Shawnee, KS 66216

3. When organized: 4/26/11

4. If a corporation, where incorporated: Kansas

5. How many years have you been engaged in the contracting business under your present firm or trade name? 4 years

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

   Attached

7. General character of work performed by your company:

   General Contractor - Retail, Restaurant and Office including Ground up and T.I.

8. Have you ever failed to complete any work awarded to you? No
   If so, where and why?

9. Have you ever defaulted on a contract? No
   If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:

    Attached

11. Experience in construction work similar in importance to this project:

    Attached

12. List your major equipment <u>available for this contract</u>: N/A

13. Background and experience of the principal members of your organization, including the officers. Provide a separate sheet as needed.

Clint Spoor
- Complete Construction Service – Owner – 5 Years
- ARC General Contracting – General Manager – 7.5 Years
- Story Contracting – Project Manager 3.5 Years

14. Credit available: $ $250,000.

15. Give bank references:

Attached

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Coffeyville? Yes

17. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the City of Coffeyville in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Frirlano this 10th day of April, 2015.

By
Title Director

State of Kansas)
)ss
County of Johnson)

Chad Spoor being duly sworn, deposes and says that he is Director of Complete Construction, LLC. and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 10th day of April, 2015.

Nicholas R. Gardner
Notary Public

My commission expires April 17th, 2017.

NOTARY PUBLIC - State of Kansas
NICHOLAS R. GARDNER
My Appt. Exp. 4/16/17

Project	Address			Amount
Gallery Event Center	61 E 14th St, Kansas City, MO 64105			$800,000
Kill Devil Jazz Club	Kansas City, MO 64105			$650,000
Hotel Nightclub	1340 Grand Blvd, Kansas City, MO 64105			$469,025
Rye Restaurant	10551 Mission Rd, Leawood, KS			$175,844
Pig & Finch	11570 Ash St, Leawood, KS 66211			$186,340
Panchero's Lincoln	110 N 66th St, Lincoln, NE 68505			$242,128
Panchero's Kansas City	6040 NW Barry Rd, Kansas City, MO 64154			$212,086
Panchero's St Joseph	3702 Frederick Ave, St Joseph, MO 64506			$194,804
Burger King Campbell-Springfield	3009 Campbell, Springfield, MO 65807			$244,672
Burger King Monticello	119 US 425 South, Monticello, AR 71655			$212,380
Burger King Sedalia	1101 S Limit, Sedalia, MO 65301			$247,514
Café Hatien	1032 W 103rd St, Kansas City, MO 64114			$93,000
Luna Azteca	5900 NW 63rd Terrace, Bldg 18, Kansas City, MO 64151			$152,288
Wine Bar	6006 NW 63rd Terrace, Bldg 20, Kansas City, MO 64151			$112,377
Burger King Ozark, MO	1699 W Jackson, Ozark, MO 65721			$197,881
Burger King Springfield, MO	2138 N Glenstone, Springfield, MO 65803			$51,287
Burger King Nevada, MO	220 E Austin Blvd, Nevada, MO 64772			$56,386
Burger King West Plains, MO	1317 Preacher Roe Blvd, West Plains, MO 65775			$61,340
Five Guys Blue Springs, MO	1202 NE Coronado Dr, Blue Springs, MO 64014			$306,924
Burger King Philadelphia, MS	292 W Beacon St, Philadelphia, MS 39350			$239,409
Burger King Greenville, MS	1648 Highway 1 South, Greenville, MS 38701			$236,042
Burger King Meridian, MS	3100 N Frontage Rd, Meridian, MS 39301			$400,028
Burger King NE Barry Rd	9650 NE Barry Rd, Kansas City, MO 64157			$307,434
Go Big Skill Toys	Ten Quivira Plaza, Shawnee, KS 66216			$42,113
Prairie Point Quilt & Fabric	Ten Quivira Plaza, Shawnee, KS 66216			$47,679
Lakeshore Learning	5670 Antioch Rd, Merriam, KS 66202			$181,122
Northwestern Mutual	5251 W. 116th Street-Suite 250,300 Leawood, KS 66211			$378,836
bluestem Restaurant	900 Westport Rd, Kansas City, MO 64111			$240,000
Elite Cycling	10673 Mission Rd, Leawood, KS 66206			$99,280
United Seating	3100 Terrace St, Kansas City, MO 64111			$174,981
Dominics	6209 NW 63rd Terrace, Kansas City, MO 64151			$118,665
Naughty Bites	6127 NW 63rd Terrace, Kansas City, MO 64151			$46,331
Watercolors	5914 NW 63rd Terrace, Kansas City, MO 64151			$91,000
Pacific Dental	Merriam Town Center, Merriam, KS 66202			$244,860
Henzlik Offices	5341 W 151st St, Suite 200, Leawood, KS 66223			$64,394
Dry Cleaners	Devonshire Village, Olathe, KS 66062			$16,935
Thai Homeplace	Ten Quivira Plaza, Shawnee, KS 66216			$175,251
Burger King Abbeville, LA	920 N State St, Abbeville, LA 70510			$206,368
Burger King, New Iberia, LA	1100 Parkview, New Iberia, LA 70560			$198,219
Embassy Park-Multiple Projects	8350 N St Clair Ave, Kansas City, MO 64151			$129,000
Quest Diagnostics-Metro Plaza	1628 E 63rd St, Kansas City, MO 64110			$144,492
OneLife Fitness	1261 Main St, Kansas City, MO 64106			$1,400,000
Burger King Monroe	1710 US Highway 165 By-Pass, Monroe, LA 71202			$216,202
Pediatric Therapy	12755 South Mur Len Rd. Olathe, KS 66062			$49,282
Hairem Salon	12805 South Mur Len Rd. Olathe, KS 66062			$104,917
3160 Terrace	3160 Terrace			$39,545
Q39 Restaurant	1000 W. 39th St. Kansas City, MO 64108			$400,000
Jax Fish House	4814 Roanoke Parkway, Kansas City, MO 64112			$1,600,000
Mattress Firm	17620 E 39th St South, Independence, MO 64055			$384,760
Starbucks/Panda Express Outlot	10 Quivira Plaza, Shawnee, KS 66216			$742,000
Burger King Shawnee Mission Pkwy	13245 Shawnee Mission Parkway Shawnee, KS 66216			$833,384
Burger King Belton	7809 E. 171st Street, Belton, MO 64012			$70,855
Quinn Plastic Surgery	6120 W. 121st St. Suite 102 Overland Park, KS			$76,395
Nachbar Automotive	6801 Hedge Lane Terrace Shawnee, KS 66216			$25,000
Massage Heights - KC	8600 Ward Parkway #2115 Kansas City, MO 64114			$189,000
Metro PCS	2821 S. 47th St Kansas City, KS			$40,000
Cleaver & Cork	1333 Walnut St. Kansas City, MO 64105			$275,000
Burger King Boardwalk	8581 N. Bardwalk Ave. Kansas City, MO			$1,070,000
KCCVA	Kansas City, MO 64105			$1,700,000
Charles Schwab	700 W. 47th St Ste 110 Kansas City, MO 64112			$403,000
The Mixx - Plaza	4855 Main St. Kansas City, MO 64112			$132,000
YardHouse Landlord work	1300 Main St. Kansas City, MO 64105			$130,000

Complete Construction Service Projects In Progress

Project	Address			Amount	% Complete
Jones Pool	Kansas City, MO 64105			$1,500,000	15%
Washington Residence	8650 N. Oregon Ave Kansas City, MO 64154			$425,000	5%
Pita Pitt	8775 W. 95th St. Overland Park, KS 66212			$225,000	80%
Massage Heights - Lenexa	16806 W. 89th Street Lenexa, KS 66219			$235,000	60%
Double Shift Brewery	412 E 18th St Kansas City, MO 64108			135,000	75%
Terradatum	14221 Metcalf Ave Ste 130 Overland Park, KS 66223			$32,000	50%
Aqueous Vapor	13334 College Blvd Lenexa, KS			$20,000	20%
Van Dyke Office	11705 Roe Ave. Space D Leawood, KS 66209			$33,000	80%
Happy Pawz	9600 Antioch Rd Overland Park, KS			$115,000	10%

More Important Projects Recently Completed

KCCVA	Kansas City, MO 64105		Mar-15	$1,700,000
Burger King Boardwalk	8581 N. Bardwalk Ave. Kansas City, MO		Jan-15	$1,070,000
OneLife Fitness	1261 Main St, Kansas City, MO 64106		Dec-15	$1,400,000
Starbucks/Panda Express Shell	10 Quivira Plaza, Shawnee, KS 66216		Dec-15	$742,000
Jax Fish House	4814 Roanoke Parkway, Kansas City, MO 64112		Nov-15	$1,600,000

Similar Projects

The Majority of Restaurant Remodels included on this list included some form of exterior remodel, ranging from just replacing signage, repairing brick, or demoliting the entire exterior and replacing with new material. For Cordish at KCP&L specifically, we have repaired and replaced hundreds of thousands of dollars worth of brick in the past 4 years. We are beginning the renovation of a 100+ year old, 3 story building in the Crossroads District which requires restoration of the exterior brick and removal of the entire lid of the building, reframing and replacement/reuse of matching brick.

Bank Reference

Central Bank of the Midwest	6114 Nieman Rd Shawnee, KS 66203	913-791-9258		

Clarification Statement

Project: Perkin's Building Coffeyville KS
Project Address: 807 WALNUT ST COFFEYVILLE KS 67337-5825

Errors and Omissions by Design Professionals:

Complete Construction, LLC. shall not be held liable for errors or omissions in designs by others or for inadequacies of materials and equipment specified the same.

Inclement Weather Clause:

Complete Construction does not include any provision for inclement weather. If additional protection is required due to weather it will be billed to the client as a change order

Hazardous Materials Clause:

The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any Hazardous Materials that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or governmental authority to pose a present, or potential hazard to human health or safety or to the environment, or that handling of which may subject the Contractor to legal liability. Exception to this clause is the Asbestos Abatement included in the scope of work for this project.

Value Engineering Alternates:

Roofing:

Deduct $3,000.00 for Tax Exempt Status on Project.

Included in Bid:

1. Replacement of the entire roofing system including but not limited to roof membrane, insulation, flashings, copings and new curbs for mechanical

Clarification Statement

equipment and a new roof access hatch. Wood deck repair may be required.

2. Replacement of the wood windows in the north portion of the building. The windows in the 2nd floor bays are not original to the building.
3. Repair and refinishing of the wood windows at the historic Condon Bank.
4. Repair and refinishing of the wood doors at the entire building.
5. Re-painting of the exterior metal stair.
6. Masonry cleaning, tuckpointing and repair.
7. Sealant replacement.
8. Sheet metal repair.
9. Repair and refinishing of existing damaged wood plank flooring inside the Condon Bank building.
10. Repair and refinishing of existing plaster walls inside the Condon Bank building.
11. Refer to Section 010130 for Hazardous Materials Abatement Summary.
12. Roof SF is roughly estimated at 4,500SF

Excluded from Bid:

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of May in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Coffeyville, Kansas
11 E 2nd Street
Coffeyville, Kansas 67337

and the Contractor:
(Name, legal status, address and other information)

Complete Construction Service
Peter Knipper
12480 W. 62nd Terrace, Suite 202
Shawnee, KS 66216
913-387-4796

for the following Project:
(Name, location and detailed description)

City of Coffeyville
Perkins Building Renovation.
807 Walnut
Coffeyville, Kansas

The Architect:
(Name, legal status, address and other information)

SFS Architecture, Inc.
1150 Grand Boulevard, Suite 400
Kansas City, Missouri 64106

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be 7 days following issuance by the City of Notice to Proceed which will occur following the April 28th, 2015 Commission Meeting.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than eighty (80) calendar days from the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be subject to additions and deductions as provided in the Contract Documents.

Base Bid: Two hundred fourteen thousand four hundred forty one dollars ($214,441.00)

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	**Units and Limitations**	**Price Per Unit ($0.00)**
1. Masonry Tuckpointing	Lineal foot of masonry joint	$7.00
2. Wood Trim Repair	Lineal foot of wood trim	$0.75
3. Wood Trim Replacement	Lineal foot of wood trim	$3.50
4. Joint Sealant Replacement	Lineal foot of sealant	$3.00
5. Masonry Cleaning	Square foot of masonry surface	$2.50
6. Wood Floor Plank Repair and Refinishing	Square foot	$14.00
7. Plaster Wall Repair and Repainting	Square foot	$2.75
8. Supplemental Wall Framing	Lineal foot	$6.00

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	**Price**
Allowance #1 Metal Repair and Restoration	$10,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month for the previous month's billing and is approved by the Architect within 7 days, the Owner shall submit the Application for Payment to the City Commission for approval by the 2nd Tuesday of the following month unless the meeting falls on a holiday. If the Commission Meeting falls on a holiday, the Application for Payment will be presented at the next Commission Meeting (4th Tuesday).
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.6 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2

(Paragraphs deleted)

Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:

§ 5.1.8

(Paragraphs deleted)

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

Litigation in a court of competent jurisdiction

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraph deleted)
§ 8.2 The Owner's representative:
(Name, address and other information)

James Grimmett
City Manager
11 E. 2nd Street
Coffeyville, Kansas 67337

§ 8.3 The Contractor's representative:
(Name, address and other information)

Complete Construction Service
Peter Knipper
12480 W. 62nd Terrace, Suite 202
Shawnee, KS 66216
913-387-4796

§ 8.4
(Paragraphs deleted)
Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.5 Other provisions:

§ 8.5 .1 Project will be exempt from sales taxes. The City will provide the tax exempt form upon award of contract. Contract bids shall not include sales taxes.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to Exhibit A.

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Refer to Exhibit B.

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, forming part of the Contract Documents:

.1
(Paragraphs deleted)
Other documents, if any, listed below:
- A310 Bid Bond
- A312 Payment Bond
- A312 Performance Bond

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
Bid Bond	5%
Payment Bond	100%
Performance Bond	100%

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

VOLUME I

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

DIVISION 02 - EXISTING CONDITIONS

DIVISION 03 - CONCRETE

DIVISION 04 - MASONRY

DIVISION 05 - METALS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

DIVISION 08 - OPENINGS

DIVISION 09 - FINISHES

END OF TABLE OF CONTENTS

AIA Document A101 - 2007 Exhibit B

SHEET NUMBER – SHEET NAME

A131	ROOF PLAN
A201	WEST EXTERIOR ELEVATION
A202	EAST EXTERIOR ELEVATION
A203	SOUTH EXTERIOR ELEVATION
A204	EXTERIOR DETAILS
A501	ROOF DETAILS
A502	ROOF DETAILS

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
City of Coffeyville
Perkins Building Renovation.
807 Walnut
Coffeyville, Kansas 67337

THE OWNER:
(Name, legal status and address)
City of Coffeyville, Kansas
11 E. 2nd Street
Coffeyville, Kansas 67337

THE ARCHITECT:
(Name, legal status and address)
SFS Architecture, Inc.
1150 Grand Boulevard, Suite 400
Kansas City, Missouri 64106

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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(Topics and numbers in bold are section headings.)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Item # I-4

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 14, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-50	
AGENDA TITLE	A Resolution to sell 806 W First Street to Benjamin L. and Amy E. Johnson	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Cindy Price	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Approve the sale of 806 W. First Street to Benjamin L. and Amy E. Johnson.	
BACKGROUND	The property located at 806 W. First Street was purchased and rehabbed using Kansas Housing Resources Corporation funds and has been for sale for many months. Most recently it has been listed with American Homes Realty for $48,900. An offer was received for $35,000 from Benjamin and Amy Johnson. Commissioners agreed at the April 14, 2015, meeting to accept the offer and authorize the Mayor and City Clerk to sign all documents related to the sale of the property. Proceeds from the sale will go back into the KHRC grant fund.	
SPECIAL NOTES	The closing on the property is scheduled for May 15, 2015.	
ANALYSIS		
PUBLIC INFORMATION PROCESS		

Item # I-4

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolution No. R-15-50 to sell 806 W. 1st Street to Benjamin L. and Amy E. Johnson
REFERENCE DOCUMENTS ATTACHED	R-15-50 Listing Sheet Contract

RESOLUTION NO. R-15-50

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE SALES CONTRACT AND ALL RELATED DOCUMENTS FOR 806 WEST FIRST STREET WITH BENJAMIN L. AND AMY E. JOHNSON.

WHEREAS, the City of Coffeyville, Kansas, is the owner of the following described property located in Montgomery County, Kansas:

> Lot 14, Block 2, Grand Summit Addition to the City of Coffeyville, Montgomery County, Kansas, commonly known as 806 West First Street.

WHEREAS, the City of Coffeyville purchased this property with KHRC grant funds; and

WHEREAS, Benjamin L. and Amy E. Johnson have offered to purchase said property for the sum of $35,000; now therefore

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized and directed to execute a Real Estate Sales Contract and such other documents necessary for the conveyance of said property to Benjamin L. and Amy E. Johnson.

Adopted this 28th day of April, 2015.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

Approved as to Form:

Paul Kritz, City Attorney

Listing Summary

Listing #24400
$48,900 (LP)
Price/SqFt: **39.98**

806 W 1st St, Coffeyville, KS 67337 **Active** (12/30/14)
Beds: 3 **Baths:** 2 (1 0 1) (FTH) **Sq Ft:** 1223 **Lot Sz:** 7000sqft
Area: Coffeyville **Yr:** 1950

Remarks

Like new from the bottom up. Since last occupied this home has been completely made over. All new sheetrock, flooring, wiring, plumbing, fixtures, central heat/air, hot water tank and kitchen appliances. Kitchen has cement countertops and breakfast bar. New insulated windows, siding and vinyl doors. Large front covered porch. Great home for the price. Seller has not occupied the home and no seller disclosure is available. Buyer should satisfy themselves of property/mechanical condition.

Pictures (43)

Agent	Carla S Jones Le La Cheur Primary:620-252-8924 Secondary:620-251-4663 Other:620-251-3267		
Office	American Homes Realty Phone: 620-251-4663, FAX: 620-251-1118		
Minimum Opening Bid	0.00		
Area	Coffeyville		
Approx Square Feet	1223	**Price / SqFt**	39.98
Lot Sq Ft (approx)	7000	**Lot Acres (approx)**	0.1607
County	Montgomery		
Beds	3	**Baths (FTH)**	2 (1 0 1)
Year Built	1950		
Directions to Property	West 1st Street on the north side of the Street.		

Utilities

Gas Average	0.00
Electric Average	0.00
Total Gas/Electric	0.00
Flood Zone	No
Total Taxes	$ 979.56

Property Amenities

Style	Traditional
Stories	2 Story
House Color	Yellow
Living Room	Yes (22.11 x 14.9)
Kitchen	Yes (11.8 x 10.3)
Utility Room	Yes (9.7 x 11.8)
Fireplace	No
Heating	Gas, Central Heat

AMERICAN HOMES REALTY, INC.
1307 W 11th Street
Coffeyville, KS 67337
620-251-4663

☺ESTIMATED SELLER'S CLOSING STATEMENT☺

Based on a Closing Date of 5/15/15 **Property:** 806 West 1st

Seller: City of Coffeyville **Buyer:** Johnson

	DEBITS	CREDITS
SALE PRICE		$ 35,000
INSURANCE		
REAL ESTATE TAXES 2015 prorated 979.56 ÷365= 2.683 x 135days	$ 362.20	
MORTGAGE		
INTEREST		
TITLE INSURANCE	170.00	
REAL ESTATE COMMISSION 6%	2,100	
TERMITE INSPECTION/TREATMENT	if such are	found
HOME WARRANTY	0	
SEPTIC INSPECTION	0	
CLOSING FEE	162.50	
TOTAL ESTIMATED SELLERS EXPENSE	$ 2794.70	
BALANCE DUE SELLER	$ 32,205.30	$
TOTAL	$ 35,000	$ 35,000

SELLER DATE

MAILING ADDRESS

SELLER DATE

PHONE #

CONTRACT OF SALE FOR REAL ESTATE

KANSAS

Listing Agency: **AMERICAN HOMES REALTY** Contract # ____________

The undersigned ***BUYER*** offers to purchase the real property described herein from ***SELLER*** according to the terms and Conditions set forth below and under the standard terms attached hereto and shall become a binding contract upon acceptance by seller on or before said date. **APRIL 14TH, 2015 10:00PM**

1. PARTIES: ***SELLER (S) CITY OF COFFEYVILLE***
BUYER (S) **BENJAMIN L. AND AMY E. JOHNSON (HUSBAND AND WIFE)**

2. PROPERTY: (Street) **806 W 1S** (City) **COFFEYVILLE**
(County) **MONTGOMERY** (State) **KANSAS**

Legal Description: GRAND SUMMIT ADD, S35, T34, R16, BLOCK 2, Lot 14, 7000 SQUARE FEET, Lot Width 70' Lot Depth 140'

PURCHASE PRICE INCLUDES all attached improvements, including, but not limited to the following items, if any: gas Heaters, attic fan, central air conditioner, lighting, ceiling fans, heating, plumbing equipment and fixtures, bathroom mirrors, Window and porch shades, shutters, storm window-doors, screens, curtain rods, awnings, television antenna, antenna equipment, keys, water softener (if owned), gas grill (if attached), gas lights, automatic garage door equipment including transmitters, attached and unattached wall to wall carpeting, built-in kitchen appliances, attached shelves, smoke alarms, glass fireplace doors, propane tank (if owned) and storage shed.

3. PURCHASE PRICE: __**THIRTY FIVE THOUSAND DOLLARS AND NO/CENTS**__ **$ 35,000.00**
Payable as described under the standard terms attached hereto,
EARNEST MONEY of __**FIVE HUNDRED DOLLARS AND NO/CENTS**__ **$** 500.00
To be deposited in the trust account of **_KANSAS SECURED TITLE___.** Upon acceptances of this offer and held pursuant to the terms on the standard terms attached hereto.

4. FINANCING: This offer is contingent upon ***BUYER*** obtaining financing or loan commitment _X_ Yes ____ no. Application shall be made within **5** days of acceptance hereof in the manner indicated below. All cost incurred in connection with obtaining such financing shall be paid by ***BUYER.*** Unless otherwise indicated. (Check and complete below if applicable).

(X) a. NEW First Mortgage loan to be negotiated between the ***BUYER*** and the lender from whom ***BUYER*** desires to secure a loan.

( ) b. CASH AT CLOSING ***SEE ADDITIONAL TERMS.

( ) c. OTHER (See additional terms)

5. **CLOSING AND POSSESSION:** Subject to all the terms and conditions of this agreement, final settlement will be on or before __**MAY 15TH, 2015**__ . ***SELLER*** shall deliver possession of the property on closing.

6. ***SELLER*** and ***BUYER*** both agree, should there be a delay obtaining loan commitment, or financing due to appraisal, survey, title Search, structural repair or any other requirement made of the ***SELLER*** and ***BUYER*** by the lender, that ***SELLER*** and ***BUYER*** hereby Agree to extend this agreement for an additional ***30 days***.

7. TITLE: ***SELLER*** shall deliver immediately upon brokers request a properly executed general warranty deed conveying Merchantable fee simple title to ***BUYER*** free and clear of all liens and encumbrances, except as herein provided, and subject to Covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments and community contracts of Record at closing along with satisfactory evidence of title in the form of (check one):
(X) TITLE INSURANCE ( ) ABSTRACT (X) to be paid EQUALLY ( ) OTHER

8. CLOSING AGENT for this transaction to be: __**KANSAS SECURED TITLE**__ a closing fee may be charged by the closing agent for services associated in closing this transaction. Said fee to be paid: ( ) by ***SELLER*** ( ) by ***BUYER*** (X) Equally by ***SELLER*** and ***BUYER.***

INITIALS: ***BUYER*** DS BLJ ***BUYER*** DS AEJ ***DATE*** 4/9/2015
SELLER ***SELLER*** ___ ***DATE*** 04/14/15

9. AGENCY DISCLOSURE: ***SELLER*** and ***BUYER*** acknowledge that the real estate licensees involved in this transaction may be functioning as agent for the Seller, agents for the Buyer, or Transaction Brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. Information given by the Buyer to an agent for the Seller will be disclosed to the Seller. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be the agent of the Seller. Information given by the Seller to an agent for the Buyer will be disclosed to the Buyer. A licensee functioning in the capacity of a Transaction Broker is not an agent for either party, so the Transaction Broker does not advocate the interest of either party. ***SELLER*** and ***BUYER*** acknowledge that the "REAL ESTATE BROKERAGE RELATIONSHIPS" Brochure was furnished to them prior to their execution of this contract.

Listing Broker/Licensee is functioning as a _X__ Seller's Agent _____Designated Seller's Agent
____Transaction Broker____
Selling Broker/Licensee is functioning as a____Seller's Agent _____Designated Seller's Agent
_X__ Transaction Broker ___Buyer's Agent ____ Designated Buyer's Agent

10. HOME WARRANTY: ***SELLER*** _____agrees, __X____ disagrees to purchase a One Year Home Warranty Plan from _N/A_________________________________ at a cost not to exceed $___N/A______ to be paid at closing. The ***SELLER*** AND ***BUYER*** acknowledge ____N/A_______________________ will receive a commission for the purchase of a Home Warranty Plan..

<u>11. INSPECTIONS (APPLICABLE INSPECTIONS MUST BE CHECKED):</u> ***BUYER*** and ***SELLER*** agree that the real estate licensees involved in this transaction are not experts regarding whether any environmental or health hazards, defects in mechanical equipment or systems, structural defects, or damage from wood destroying insects exist in and on the property. ***BUYER*** and ***SELLER*** should seek expert advice and obtain inspections to determine if hazards, defects or damage exist in and on the property. If inspections are not performed regarding all or part of the property, ***BUYER*** is bound by whatever information an inspection would have revealed, and waives any claim, right or cause of action relating to or arising from any condition of the property that would have been apparent had inspections been performed. Unless otherwise provided in paragraphs relating to specific inspections, ***BUYER*** accepts the property in its current condition.

ENVIRONMENTAL OR HEALTH: ***BUYER*** may at Buyer's expense, conduct inspections to determine the presence of any environmental or health hazards affecting the property. These inspections may cover, without limitation, the following: Radon Gas, asbestos, formaldehyde foam insulation, lead-based paint or any other environmental or health hazard.

_X_ MECHANICAL/STRUCTURAL INSPECTIONS: ***BUYER*** may at ***BUYER'S*** expense conduct inspections of the mechanical equipment and systems servicing the property. SELLER agrees that the following equipment and systems, if any, shall be in operating condition at the time of closing unless otherwise stated herein: all appliances, plumbing system (excluding septic system), electrical system, heating system, central air conditioning system, and all other mechanical equipment sold with the property. The mechanical inspection does not include the Septic Inspection which is defined in Paragraph 12.

_X_ **STRUCTURAL INSPECTIONS:** ***BUYER*** may at ***BUYER'S*** expense conduct inspections of all structural aspects of the property by qualified professionals to determine the existence of any structural defects. These inspections may cover, without limitation, the following: foundation slab, roof, fireplace, chimney, sliding windows or doors, ceiling, floors, the exterior, the interior, any wall or other structural aspect of the property.

_X__BUYER may at BUYER'S expense conduct inspections of all aspects of the property by qualified professionals to determine the existence of any defects. Results of said inspections shall be given in writing to SELLER within _10___ working days after the effective date of this contract unless extended by agreement of the parties. SELLER agrees to make repairs in the amount not to exceed $_0.__. (This does not apply to septic repairs, which SELLER agrees to make in order to comply with Montgomery County Health Department requirements.) If deficiencies are found that exceed $___1,000.00___ and a remedy cannot be negotiated the BUYER may cancel this contract and any earnest money shall be returned to the BUYER less any costs for inspections ordered by the Broker or Licensee on behalf of the BUYER. In the event no written statement is delivered to SELLER or Broker/Licensee as provided herein, SELLER'S obligation to make repairs shall be deemed satisfied. BUYER shall have the right to inspect any repairs made pursuant hereto prior to closing.

_X__ **WOOD INFESTATIONS:** ***BUYER*** may at ***BUYER'S*** expense arrange for an inspection by a licensed pest control firm to determine the presence of wood destroying insects in the accessible areas of the property. If the written inspection report reveals evidence of active infestation, or evidence of past untreated infestation, ***SELLER*** agrees to pay to have the property treated for control of infestation and to provide ***BUYER*** with a certificate evidencing treatment by a reputable licensed pest control firm of ***SELLER 'S*** choice, which certificate ***BUYERS*** agrees to accept. **THE INSPECTION AND TREATMENT SHALL BE COMPLETED NO EARLIER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE CLOSING DATE.** ***Initial if Waived: BUYER______,______SELLER______,______.***

12. SEPTIC AND RURAL WATER: SELLER'S with rural water rights agree to transfer their rights at the time of closing. ***SELLER'S*** with private water wells/ and or septic tanks, lagoons and lateral fields agree to provide ***BUYER*** with statement of approval from the county health department prior to closing. Any deficiencies found shall be corrected by the ***SELLER*** and the statement issued prior to closing.

INITIALS: ***BUYER*** DS BLJ ***BUYER*** DS AEJ ***DATE*** 4/9/2015
SELLER ______ ***SELLER*** ________ ***DATE*** 04/14/15

STANDARD TERMS

a. PARTIES: if two or more persons constitute either the BUYER or SELLER the words "BUYER" or "SELLER" shall be construed as if to read "BUYERS" or "SELLERS" whenever the sense of this agreement requires. Unless expressly identified as BUYER or SELLER , LISTING BROKER, and any cooperating broker (hereinafter collectively referred to as BROKER) are acting as agents only and are not parties to this agreement nor are they responsible to either party for the performance of any term or condition hereof.

b. PURCHASE PRICE: The purchase price, adjusted by proration's as herein provided, shall be paid to the SELLER at the closing with credit to the BUYER at the closing for (1) the earnest money deposited herewith; (2) the amount of any existing mortgage or lien indebtedness assumed by BUYER; (3) the amount of any loan to be carried by SELLER, if applicable; and (4) the balance by CASHIER'S CHECK or CERTIFIED FUNDS.

c. EARNEST MONEY DEPOSIT: The Earnest Money will be deposited within the forenamed trust account within 5 working days of acceptance of this offer. Interest earned on escrow funds, if any, shall be retained by the escrow agent as consideration for maintaining said account. Any time this agreement is canceled pursuant to the terms hereof and/or the earnest money deposit is to be forfeited or refunded, the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, inspections and title investigation fees, if any, incurred by lender, broker or escrow agent on behalf of BUYER and/or SELLER.

Notwithstanding other terms of this contract providing for the forfeiture or refund of the earnest money deposit, the parties understand that the applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all the parties to this agreement. BUYER and SELLER agree that failure by either to respond in writing to a certified letter from broker or escrow agent within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money deposit as suggested in any such letter or demanded by the other party hereto. In the event of a dispute over the disposition of the earnest money deposit resulting in litigation, the parties agree that any cost or attorney fees incurred by the escrow agent or broker shall be reimbursed from the deposit.

d. FINANCING: If this agreement is contingent upon BUYER'S obtaining financing, BUYER shall within **five (5) days** of the acceptance hereof, make application for the indicated financing, if required by lender, and promptly furnish the proposed lender with all information requested, and:
1. In the event BUYER, after good faith effort, is unable to obtain the indicated financing within the period provided, Buyer shall immediately notify Seller and this agreement shall be canceled and the earnest money shall be refunded to BUYER.

e. EVIDENCE OF TITLE: SELLER shall within seven (7) days after loan approval or request from broker or escrow agent, deliver to who directed, an updated abstract of title or a commitment for a title policy, whichever is applicable. BUYER shall have ten (10) days from the receipt thereof to notify SELLER of any legal, lawful objections to the title, SELLER shall have a reasonable time thereafter to correct any valid objections to the title.

f. PRORATIONS: SELLER shall pay all taxes, general and special, special assessments, and home association dues, if any, for the years prior to the current calendar year. General taxes, special assessments installments, and home association dues, maintenance fees, rental from the property if any, insurance if assumed, and interest on existing loans to be assumed by BUYER shall be prorated between BUYER and SELLER to the date of possession. If the amount of such taxes and/or assessments cannot be ascertained, proration's shall be computed on the amount thereof for the preceding calendar year unless the preceding years' taxes were based upon a lesser improved property, in which event, taxes shall estimated on the basis of preceding years' mill levy. BUYER shall assume all general and special taxes and special assessments other than those paid by SELLER as described herein.

g. SURVEY: BUYER may, at BUYER'S expense, obtain a survey of the property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputed or any other matter that would be disclosed by a survey. The parties agree that the results of the survey may be the basis for a timely objection to the title to the property. A mortgage inspection report, loan survey or a boundary survey may or may not be a complete survey.

h. CASUALTY LOSS: If before delivery of possession any of the improvements on said property or any personal property to be conveyed hereunder are destroyed or damaged by any casualty, SELLER may repair, replace or rebuild without notice, if the damage is minor and can be completed prior to closing. Otherwise SELLER shall notify BUYER in writing of any such occurrence. Subsequent to the receipt of such notice, BUYER may elect to either enforce the contract without reduction of the purchase price in the property's "as is" condition at the said time and with full assignment of the proceeds of SELLER'S fire and extended coverage insurance, if any; or BUYER may cancel the contract and be entitled to a refund of the earnest money deposit. BUYER shall notify the SELLER in writing of BUYER'S election within ten (10) days of receipt of the notice of casualty loss. SELLER agrees to maintain current insurance policies in effect through date of BUYER'S closing.

i. REPRESENTATION AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the parties hereto that neither the SELLER, the LISTING BROKER, the SELLING BROKER, or their escrow agents, or associates have made, on their own behalf, any warranties, expressed or implied with the respect to any element of the subject property. Any statements made on herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made that are not set forth specifically in the printed form of this contract, they must be set forth specifically and in writing herein to be effective or enforceable.

INITIALS: BUYER DS BLS BUYER DS AES DATE 4/10/2015
SELLER SELLER DATE 04/14/15

13. LEAD BASED PAINT DISCLOSURE: ***SELLER*** and ***BUYER*** acknowledge that the real estate licensees involved in this transaction have informed them that dwellings built prior to 1978 may present exposure to lead based paint. ***BUYER*** further acknowledges receipt of a booklet provided by the EPA titled PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

14. Kansas Law required persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.Kansas.gov/kbi or by contacting the local sheriff's office.

15. RADON GAS: Every Buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause over all. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to http://www.kansasradonprogram.org.

16. DEFAULT: In the event ***SELLER*** has complied with the terms of this agreement and ***BUYER*** fails to comply or close prior to the possession date or other date for closing stated herein, except by reason of the failure of an expressed contingency hereof, the earnest money deposited shall be forfeited to ***SELLER. SELLER*** may agree to pay LISTING BROKER fifty percent of the earnest money. ***SELLER/BUYER*** may exercise any and all remedies available at law or in equity to recover any damage, direct or consequential, resulting from ***BUYER 'S/SELLER'S*** breach.

17. ADDITIONAL TERMS: This offer is contingent upon City Commission Approval for the sale of this property, Said approval to be no later than April 14th , 2015. This offer is contingent upon buyer conducting inspections and not finding deficiencies that exceed $1,000.00, should deficiencies be found that exceed $1,000.00 buyer has the right to cancel or renegotiate this contract. Buyer is accepting the central heat and air units in their present condition and buyers are aware that the central heat and air units are undersized for the house.

18. *SELLER* **directs the closing agent to deduct from the proceeds of this sale a real estate commission of 6 % (minimum of $1,500.) of the total consideration expressed within this agreement for professional services and to make payable to** HALF TO AMERICAN HOMES REALTY AND HALF TO HERITAGE HOMES REALTY .

19. HEIRS AND ASSIGNS: This contract constitutes the entire agreement between the parties and supersedes any previously executed Contracts, representations, verbal or written, to buy and/or sell the Property and cannot be changed except by their written agreement. Neither this Contract, nor any interest herein, shall be transferred or assigned by ***BUYER*** without the written consent of SELLER. This Contract shall be fully binding upon the parties, their heirs, executors, administrators, successors and assigns except as limited herein. No assignment shall serve to release or relieve the party assigning from any responsibilities or obligations hereunder. This Contract and its validity, construction and performance shall be governed by the laws of Kansas.

20. This is a legal binding contract when the blanks are completed and the contract is signed by SELLER and BUYER. If not understood, the listing and selling brokers recommend both SELLER and BUYER seek the advice of an attorney before signing the completed contract. SELLER and BUYER hereby acknowledge receipt of the separate expense itemizations estimating approximate costs to be incurred in acquiring or disposing of this property.

DocuSigned by:
Buyer 4/10/2015
EBBE20A74539 4ED...
Date

DocuSigned by:
Buyer 4/9/2015
831E68BE308F4A4...
Date

Seller 04/14/15
Date

Seller
Date

The date of final acceptance, the "EFFECTIVE DATE" IS

Selling Firm: HERITAGE HOMES REALTY
Agent: JESSICA HENSLEY
Phone - Office 620-688-6039
Phone – Cell 620-779-1959
Fax # 620-688-6021
E-mail JESSICA@SEKHHR.COM

Listing Firm: AMERICAN HOMES REALTY
Agent: CARLA LE LA CHURE
Phone - Office
Phone – Cell
Fax #
e-mail

Item # I-5

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

<table>
<tr><td>MEETING DATE</td><td colspan="2">April 28, 2015</td></tr>
<tr><td>RESOLUTION OR ORDINANCE NUMBER</td><td colspan="2">R-15-51</td></tr>
<tr><td>AGENDA TITLE</td><td colspan="2">Auxiliary Transformer Package – CMLP Generation Facility No.2</td></tr>
<tr><td>REQUESTING DEPARTMENT</td><td colspan="2">Electric</td></tr>
<tr><td>PRESENTER</td><td colspan="2">Tony Lawson, Generation Superintendent</td></tr>
<tr><td rowspan="4">FISCAL INFORMATION</td><td>Cost as recommended:</td><td>$229,441.00</td></tr>
<tr><td>Budget Line Item:</td><td>810-5-030-862
PLANT IMPROVEMENTS</td></tr>
<tr><td>Balance Available</td><td></td></tr>
<tr><td>New Appropriation Required:</td><td>[ ] Yes [x] No</td></tr>
<tr><td>PURPOSE</td><td colspan="2">Execute an agreement to supply (2) 13.8kV/480V Transformers and (1) 12.47kV/480V Transformer.</td></tr>
<tr><td>BACKGROUND</td><td colspan="2">The Electric Utility used the competitive and cooperative bid process issued by the Stillwater Utility Authority, Stillwater, Oklahoma to obtain bid packages to supply Auxiliary Transformers for the Coffeyville Municipal Light & Power New Generation Project.</td></tr>
<tr><td>SPECIAL NOTES</td><td colspan="2"></td></tr>
</table>

ANALYSIS	Stillwater Utility Authority issued Request for Proposals through a public bid process to provide Auxiliary Transformers, as described in the detailed Burns & McDonnell specification. Proposals were received from: • Eaton $313,656.00 • Gexpro $304,700.00 • Hunzicker Bros. $395,000.00 • Siemens $315,511.00 • WEG $229,441.00 Proposals were evaluated by Stillwater Utility Authority Staff, Burns & McDonnell Engineers, and City of Coffeyville electric Utility Staff. The Proposal comparison/analysis is attached for your review.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to enter into an agreement with WEG Electric Corp. for a Transformer Package of (2) 13.8kV Transformers and (1) 12.47kV Transformer for the amount of $229,441.00.
REFERENCE DOCUMENTS ATTACHED	WEG Transformer Package Agreement Stillwater Invitation to Bid Bid Summary/Analysis Coffeyville Submittal – Agreement Addendum

RESOLUTION NO. R-15-51

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH WEG ELECTRIC CORPORATION FOR (2) – 13.8kV/480V TRANSFORMERS AND (1) – 12.47kV/480V TRANSFORMER FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with WEG Electric Corporation in the amount not to exceed $229,441.00 for (2) – 13.8kV/480V Transformers and (1) 12.47kV/480V Transformer for the City of Coffeyville Electric Utility.

ADOPTED THIS 28th DAY OF April, 2015.

____
Christopher V. Williams, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Project No.:75644

Stillwater Energy Center

C5120-Auxiliary Transformers

Budget: $149,591	**#1**	**#2**	**#3**	**#4**	**#5**
Bidder's Name (Contractor/ Supplier)-->	**Eaton**	**Gexpro**	**Hunzicker Bros.**	**Siemens**	**WEG**
Bidder's Contact Party-Name-->	**Daniel Drew**	**Paige Pillen**	**Steve Raine**	**Tony Zito**	**Graham Garrison**
Bidder's Contact Party-Phone-->	**224-279-7587**	**303-572-7117**	**405-372-0542**	**919-463-8700**	**404-805-4817**
Quote/Proposal No.-->	14Q2417814	TUS15-283TL	Q003192	M144102A	2052-4646-4655
Price Breakdown Specified					
Base Requirements Specified					
Two (2) 2000/2667 kVA 13.8kV/480V cast-coil dry-type distribution transformers	$ 213,781.00	$ 210,108.00	Did not provide line items costs.	$ 208,710.00	$ 155,122.00
One (1) 1500/2000 kVA 12.47kV/480V cast-coil dry-type distribution transformer	$ 92,927.00	$ 89,096.00		$ 96,853.00	$ 60,790.00
Transportation (DDP jobsite, Stillwater, OK)	$ 5,790.00	$ 5,985.00		$ 11,550.00	$ 12,000.00
Requested Performance and Statutory Bonds	$ 1,158.00	$ 4,120.00		$ 3,198.00	$ 5,680.00
Total Base Amount	$ 313,656.00	$ 309,309.00	$ 395,000.00	$ 320,311.00	$ 233,592.00
Options Specified					
Recommended Spare Parts	None	None	None	None	None
50% of deduct for duplicate order	$ -	$ (4,609.00)	Not provided	$ (4,800.00)	$ (4,235.00)
Total Option Amount	$ -	$ (4,609.00)	$ -	$ (4,800.00)	$ (4,235.00)
Commercial Comments					
Payment Terms	Final payment shall be at acceptance date	Vendor Standard Pricing Terms and Conditions	30% Release to manufacturing, 70% balance due at shipment	20% ARO, remaining 80% within 30 days of DDP delivery	90% due upon shipment from WEG plant; 10% due on final acceptance of the transformer no later than 30 Days after on-Site
Cancellation Terms	Reimbursement of the following percentages: 15% if factory order complete 25% if factory drawings issued 50% within week after approval and release of advance purchase material 80% if construction drawings complete and released to factory for mfr. 100% for construction either complete or equipment arrived at jobsite	Reimbursement of the following percentages: 5% after order complete 10% if factory approval drawings issued **20% of selling price plus the following values for milestones after materials purchased but prior to production** 50% of selling price after release for manufacture. 100% of selling price once production begins.	Right to cancel at any time by written notice for any material breach of contract by Purchaser, including material delays in releasing equipment for manufacture or approval drawings and excessive changes to specifications or drawings	Graduated cancellation fee based on delivery time and remaining time prior to scheduled delivery.	negotiable - actual costs incurred
Sub-Total Evaluated Amount (w/o Options)	**$ 313,656.00**	**$ 309,309.00**	**$ 395,000.00**	**$ 320,311.00**	**$ 233,592.00**
Sub-Total Evaluated Amount (w/ Options)	**$ 313,656.00**	**$ 304,700.00**	**$ 395,000.00**	**$ 315,511.00**	**$ 229,357.00**
Ranking	3	2	5	4	1

RECOMMENDATION

Project No.:	75644
Project Name:	Stillwater Utilities Authority - Stillwater Energy Center Project
Package No./Name:	C5120 - Auxiliary Transformers

BASIS OF RECOMMENDATION

Lowest Evaluated Cost:	■	
Single/Sole Source:	☐	
Lead Time/Delivery:	☐	
Only Technically Acceptable Supplier:	☐	
Other (Please Explain):	☐	

Recommended Supplier/Subcontractor: WEG

SUMMARY AND RECOMMENDATION

Five proposals in total were received from the following vendors: Eaton, GexPro, Hunzicker Bros, Siemens, and WEG.

All five bids were considered for evaluation.

The base prices for all evaluated proposals are higher than budgeted by SUA for the purchase of the transformers due to the addition a transformer to separately feed the LV common bus from a source external to the plant.

WEG, the lowest evaluated cost bidder, took no commercial or technical exceptions, accepted liquidated damages, stated they will meet guaranteed delivery dates, and was responsive in post-bid correspondence. It is recommended that WEG be awarded SUA Bid #23-14/15 C5120 - Auxiliary Transformers.

Stillwater Utilities Authority

Issued for: Post-bid Correspondence
Issue Date: 2/10/2014
Revision: 0

SUA Bid #23-14/15 - C5120 - Auxiliary Transformers
WEG Correspondence Log

Item	Category	Date Rcv'd	RFP Section	Technical Exception, Clarification or Question	Resp. Initials	SUA Response	Response Date	Bidder Reply	Response Date	SUA Response	Response Date
1					RAE	For bid Item 2, conflicting HV winding voltages (13.8 kV and 12.47 kV) were provided with the bid technical information. Please confirm that HV winding voltage will be 12.47 kV for the transformer listed in Item 2.	10-Feb-2015	Confirmed: HV winding will be 12.47 kV as required for item 2	11-Feb-2015		
2					RAE	Test procedures described within ANSI C57.12.90 apply to liquid-filled transformers. Please confirm that testing shall be performed per ANSI C57.12.91, which applies specifically to dry-type transformers.	10-Feb-2015	Confirmed: Testing shall be per C57.12.91	11-Feb-2015		

Table of Contents

Contract C5120

Auxiliary Transformers

Contract

THIS CONTRACT AND AGREEMENT, made and entered into this ___ day of _________, 2015, (the "Effective Date") by and between Coffeyville Municipal Light & Power, Coffeyville, Kansas, and WEG Electric Corp., hereinafter called the "Supplier",

WITNESSETH:

THAT WHEREAS, Coffeyville Municipal Light & Power has caused to be prepared in accordance with the law, certain plans, Specifications, and other documents for the Work hereinafter described, and has approved and adopted all of said Contract documents, and has caused solicitation for Bids to be given and advertised as required by law, and has received sealed Bids for the furnishing of all labor and materials for

C5120 – Auxiliary Transformers

Bid #23-14/15

as outlined and set out in the Contract documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, the Supplier, in response to said solicitation for Bids; has submitted Coffeyville Municipal Light & Power in the manner and at the time specified, a sealed Bid in accordance with the terms of this Contract; and,

WHEREAS, Coffeyville Municipal Light & Power has duly awarded this Contract to said Supplier, for the sum named in the proposal to wit:

Two hundred twenty-nine thousand four hundred forty-one dollars and no cents
($229,441.00)

The Contract Price includes, and is broken down as follows:

Two (2) 2000-2667kVA 13.8kV/480V cast-coil dry-type distribution transformers	$ 152,019.00
One (1) 1500/2000 kVA 12.47kV/480V cast-coil dry-type distribution transformer	$ 59,742.00
Transportation (DDP Project Site, Coffeyville, KS)	$ 12,000.00
Performance and Statutory Bonds	$ 5,680.00

NOW THEREFORE, for and in consideration for the mutual agreements and covenants herein contained, the Parties to this Contract have agreed, and hereby agree as follows:

1. The Supplier shall, in a good and workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete the Work in strict accordance with the Contract and the following Contract documents: Summary Bid Form, Non-Collusion Affidavit, Certificate of Non-Discrimination, Non-Collusion Affidavit for Invoice Payment over $25,000, Contract, Business Relationship Affidavit, Performance Bond, Statutory Bond, Commercial Terms and Conditions, Specifications, and addenda for Bid #23-14/15 are made a part of this Contract as fully as if the same were herein set out at length.
2. On completion of agreed Work, but prior to the acceptance thereof by Coffeyville Municipal Light & Power, it shall be the duty of a Coffeyville Municipal Light & Power representative to determine, by examination that said agreed Work has been completely and fully performed in accordance with the Contract documents. Upon completion and acceptance of such Work, any remaining amount due for that Work shall be paid to Supplier in accordance with Article 6 Payment of the Commercial Terms and Conditions.
3. Terms used in this Contract have the meaning defined in *Commercial Terms and Conditions* Article 1 Definitions.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

SUPPLIER:

By:__________________________________

Print Name:___________________________

Title:__________________________________

Date:__________________________________

OWNER:

By:__________________________________

Print Name:___________________________

Title:__________________________________

Date:__________________________________

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, ____ as Principal, and ____,as Surety, a corporation organized and existing under the laws of the State of _________________, and duly authorized to do business in the State of Kansas, are held and firmly bound unto COFFEYVILLE MUNICIPAL LIGHT & POWER, in the penal sum of

____

___________________________ Dollars ($___________________) lawful money of the United States of America, such sum being equal to 100 % of the Contract Price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

Dated this ________ day of ________________, 20________.

The condition of this obligation is such that whereas, the above named Principal did, on the ________ day of _______________, 20________, enter into a Contract with the COFFEYVILLE MUNICIPAL LIGHT & POWER for the construction/services of _______

____

____

All in compliance with the plans and Specifications therefore, made a part of said Contract, and on file in the Office of the City Clerk of the City of Coffeyville; and said Contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, fully and faithfully execute the Work and perform said Contract according to its terms and conditions, and covenants, and in exact accordance with the Bid of said Principal, and according to certain plans and Specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the City of Coffeyville, as set out in the Specifications herein, and shall promptly pay, or cause to be paid, all labor, material and/or repairs and all Bids for labor performed on said Work, whether by Subcontract or otherwise, and shall protect and save harmless Coffeyville Municipal Light & Power and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction/services of said Work, or by or in consequences of any improper execution of the Work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees and shall protect and save Coffeyville Municipal Light & Power harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the Parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized so to do, the day and year first above written.

ATTEST: ______________________________

______________________________ ______________________________
Secretary Surety

(Accompany this bond with Attorney-in-Facts Authority from the Surety Company certified to include the date of the bond.)

Statutory Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, ____as Principals and____as Surety, a corporation organized and existing under the laws of the State of __________________, And duly authorized to do business in the State of Kansas, are held and firmly bound unto the COFFEYVILLE MUNICIPAL LIGHT & POWER, Coffeyville, KS, in the penal sum of ____ _____Dollars ($___________________), in lawful money of the United States, such sum being equal to 100 % of the Contract Price for the payment of which sum, well and truly to be made, we and each of us, bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents:

Dated this ________ day of ________________, 20________.

THE CONDITION OF THIS OBLIGATION ARE SUCH THAT WHEREAS, the above named Principal did, on the __________ day of ________________, 20________, enter into a Contract with COFFEYVILLE MUNICIPAL LIGHT & POWER, Coffeyville, KS, for

____

All in compliance with the plans and Specifications therefore, made a part of said Contract and on file in the Office of the City Clerk of the City of Coffeyville.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Sub-Suppliers of said Principal who perform Work in the performance of said Contract, for labor and materials furnished by any Supplier and consumed in the performance of said Contract, and such repairs to and rental of machinery and equipment as may be furnished by a Sub-Supplier to the person or persons Contracting with Coffeyville Municipal Light & Power, within Fifteen (15) Days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the amount so due and unpaid.

NOW, THEREFORE, it is expressly agreed and understood by the Parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized thereunto so to do, the day and year first above written.

ATTEST:

______________________________	______________________________
Secretary	Surety

(Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.)

Non-Collusion Affidavit

Coffeyville Municipal Light & Power

STATE OF ____________________)
) ss
COUNTY OF __________________)

I, ___________________________, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____________________, the Supplier under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;

2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and

3. Neither the Supplier nor anyone subject to the Supplier's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Kansas or City of Coffeyville any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

____
(Company Name)

____
PRESIDENT

This instrument was subscribed, acknowledged, and sworn to before me this ____day of ________, 20__, by ______________________, the person signing above, as the above-named Supplier's duly authorized agent.

____
Notary Public

My Commission Expires:____________________
My Commission No.: ______________________

Non-collusion Affidavit for Payment for Invoice Payment Over $25,000

Coffeyville Municipal Light & Power

Please note: This form must be completed before payment can be issued for any payment over $25,000. Bidders are requested to complete this form (with exception of invoice number and date), including notarization, as part of their Bid, as, this will help insure prompt payment should the Bidder be selected as the Successful Bidder.

Bidder Name: ____

____

Bidder Address: ____

City ________________ State ________________ Zip ________________

DESCRIPTION:

Invoice Number: ____________________ Invoice Date: ____________________

Item/s purchased or service/s provided: ______________________________

____

____

____

The undersigned person, of lawful age, being first duly sworn, on oath says that this invoice is true and correct and is authorized to submit the invoice pursuant to a Contract or purchase order. Affiant further states that the work, service/s or material/s as shown by this invoice have been supplied or completed in accordance with the plans, Specifications, orders, requests, or Contract furnished or executed by the affiant. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of Coffeyville Municipal Light & Power or money or any other thing of value to obtain payment of the invoice or procure the Contract or purchase order pursuant to which an invoice is submitted.

____

Signature of Supplier

Subscribed and sworn to before me this ________ day of ______________ 20__ .

____

Notary Public (or officer having power to administer oaths)

My Commission Expires: ________________________ Notary Number: __________

Certificate of Non-Discrimination

Coffeyville Municipal Light & Power

In connection with the performance of Work under this Contract, the Supplier agrees as follows:

> A. The Supplier agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age or physical disability. The Supplier shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Supplier and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
>
> B. In the event of the Supplier's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Supplier ineligible for further Contracts with the said agency until satisfactory proof of intent to comply shall be made by the Supplier.
>
> C. The Supplier agrees to include this non-discrimination clause in any Subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

____
(Company Name)

____
PRESIDENT

(Seal)

____
Secretary

STATE OF _________________)
) ss:
COUNTY OF ________________)

On this ______ day of ______________, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ________________________, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its ________________ and acknowledged to me that ____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____
Notary Public

My Commission Expires:____________________
My Commission No.: _______________________

Business Relationships Affidavit

Coffeyville Municipal Light & Power

STATE OF ___________________)

COUNTY OF ___________________)

____ , OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT (S) HE IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ATTACHED BID. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

____

____

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

____

____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

____

____

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

____

Signature of Authorized Agent

Subscribed and sworn to before me the ______ day of ________________ 20_________.

____

Notary Public

My Commission Expires: __________________ Notary Number: ___________________

Attachment A

Commercial Terms and Conditions

ATTACHMENT A

COMMERCIAL TERMS & CONDITIONS

Table of Contents

1. DEFINITIONS

"Acceptance Date" means the first date by which all of the following have occurred: (a) Supplier has delivered all the Goods and paid all Liquidated Damages due to late delivery; and (b) Owner has formally accepted all the Goods.

"Alternate" means an amount proposed by Bidder as stated on the *Summary Bid Form* for certain Work activities that may be added to or deducted from the Bid amount if Owner decides to accept a corresponding change in the Work.

"Bid" means the formal offer of the Bidder submitted on the prescribed bid forms together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.

"Bidder(s)" means any person(s), firm(s), or corporation(s) submitting a Bid for the Work, or their duly authorized representatives.

"Bidder's Total Price" means the total price in the Bid for the Work without Alternates.

"Change Order(s)" means any change(s) made to the Contract in accordance with Article 11 CHANGES.

"Closeout" means the contractual requirements that apply after Substantial Completion of the Work and before final payment, as described in SECTION 017801

"Contract" means the contract and agreement made and entered on the Effective Date by and between the Owner and Supplier, including all appendices, attachments, exhibits, Change Orders and all amendments and modifications agreed to and signed by both Owner and Supplier.

"Contract Delivery Date" means the Day when Supplier shall deliver the Equipment as stipulated in the Contract.

"Contract Price" means the total price for the Work agreed between the Parties, as modified by Change Orders.

"Contract Time" means the period of time starting from the Effective Date that is allowed under the Contract for the Supplier to complete the Work.

"Day(s)" means (a) calendar day(s) of 24 hours measured from midnight to the next midnight.

"Deliverables" means the Submittals and other documents delivered to the Owner in performance of Work hereunder including, without limitation, design plans, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, databases, software, and other information, data, and items embodied in any tangible form.

“Engineer” or “Resident Project Representative” or “ CM Agent” means Burns & McDonnell Engineering Company, Inc., a Missouri Corporation, or its duly authorized representatives.

“Effective Date” means the date that the Parties entered into the Contract.

“Equipment” means a Product supplied by Supplier, with operational or nonoperational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping.

“Guaranteed Dates” means the ‘No Later Than’ dates for delivery of the Equipment to the Site and for Substantial Completion as guaranteed by Supplier in Exhibit 1.

“Goods” means Submittals, supplies, Materials, Equipment, consumables, reports, documents, drawings, specifications and all other items that Supplier is required to furnish to complete this Contract.

“Liquidated Damages” means sums due from Supplier in lieu of actual damages in accordance with Article 4 LIQUIDATED DAMAGES.

“Materials” means Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form parts of the Work.

“Owner” means Coffeyville Municipal Light & Power.

“Party” or “Parties” means the Owner or Supplier, or both together, as the context or the usage of such term(s) may require.

“Product(s)” means item(s) purchased by Supplier for incorporation in the Work, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock, and includes Material, Equipment, system, and other terms of similar intent.

“Project” means the total construction of which the Work to be provided under this Contract is a part.

“Project Site” or “Site” means the Project location as indicated in Specifications SECTION 011100, 1.02, B.

“Point of Delivery” means the Project Site.

“Repair Work” means the materials, labor, equipment and supervision required to refinish, redesign, repurchase, repair or replace non-conforming Goods or Work including, without limitation, the disassembling, removing, replacing and re-inspecting of any equipment or obstruction preventing such Work and re-performance, repair, replacement or testing such other part of the Work, the Site or work performed by others as shall be necessary to cause the applicable portion of the Work to conform to the Contract.

“Specifications” means those portions of the Contract Documents in Attachment B, consisting of written technical descriptions of the Work, and covering the Goods, workmanship, and certain administrative details applicable thereto.

"Submittals" means all shop drawings, product data, and samples which are prepared by Supplier, a Sub-Supplier, or manufacturer, and submitted by Supplier to Owner as a basis for approval of the use of Equipment and materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

"Submittal Schedule" means the table in the Specifications SECTION 013301 Appendix A.

"Substantial Completion" means the event when (i) All Goods have been delivered to the Project Site and the Owner Acceptance Date has been established, (ii) the Equipment and Materials are operating safely, (iii) all testing of the Work has been completed and all test data properly evaluated, (iv) the Warranty Period has started, and (v) Supplier has delivered to Owner all operating instructions, maintenance manuals, and warranties.

"Sub-Supplier" means an individual, firm, or corporation having a direct contract with Supplier or with any other Sub-Supplier for the performance of a part of the Work, on or off the Site.

"Successful Bidder" means the Bidder selected by the Owner for award of the Contract.

"Supplier" means the Successful Bidder that has entered into the Contract with Owner.

"Warranty Period" means the period of time specified in Article 3 WARRANTY.

"Week" means a period of seven consecutive Days.

"Work" means any and all labor, supervision, services, Goods, consumables, valuations, inspections, engineering, delivery, testing, and all other activities performed by Supplier (or the subcontractors of Supplier at any tier) in connection with the execution and timely completion of Supplier's obligations under this Contract, including incidental Work such as start-up, inspections, programming, installation, erection or assembly of the Goods.

2. DELIVERY
    a. Goods shall be delivered by Supplier DDP Incoterms® 2010 to the Project Site.
    b. Price shall include cost to deliver to the Project Site, including packing per good practice and transport insurance.
    c. Risk of loss shall pass to the Owner upon delivery of the Goods to the Project Site.
    d. Title to the Goods shall pass to the Owner upon the Owner's acceptance of the Goods.
    e. Goods shall not be manufactured or delivered without prior approval of the required Submittals.

3. WARRANTY
    a. The Supplier warrants that the Goods shall be new, fit for the intended purpose and free of defects in design, workmanship and materials. Supplier also warrants to the Owner that for elements of any Work for which this Contract does not establish express standards of quality and fitness, such Work shall be in accordance with good industry practices and standards for the specific application.

b. Warranty Period shall be for an eighteen (18) month period starting on the Acceptance Date by the owner.

c. If any Work fails to comply in any respect to the warranties set forth herein and Supplier has been given written notice of such noncompliance within the Warranty Period, Supplier shall, at its sole expense, promptly perform all Repair Work.

d. Supplier shall be responsible for all costs to perform Repair Work including, without limitation, all freight and insurance charges. If Supplier does not commence correction of the Repair Work within two (2) Days following receipt of written notice from the Owner or if Supplier does not proceed diligently to complete the Repair Work, the Owner shall, at its sole discretion, have the right to perform some or all of the necessary Repair Work to remedy the defect, or have third parties perform the necessary Repair Work. In the event the Owner rejects the Goods and chooses to obtain replacement or substitute Goods or Work from someone other than Supplier, Supplier shall also be responsible to pay the Owner the increased costs, if any, between the Contract price for such Goods or Work and the cost to the Owner of obtaining the replacement or substitute Goods including, without limitation, costs incurred by the Owner to manufacture, produce or provide such Goods or Work; or engage other persons to manufacture, produce or provide such Goods or Work. The Owner shall be entitled to set off all costs incurred by the Owner related to such Repair Work from amounts owed to Supplier or to back charge and invoice Supplier for such cost.

e. Supplier shall bear the risk of loss or damage for Work requiring Repair Work during the period of such Repair Work. If any Work must be removed from the Site, transportation charges associated with any Repair Work shall be borne by Supplier. Supplier shall revise any and all drawings and other documents, as appropriate; to reflect any changes or modifications made during Repair Work. Work required to be corrected, repaired or replaced shall be subject to the warranties of this Contract in the same manner and to the same extent as Work originally delivered under this Contract.

f. The foregoing warranties shall survive the Owner's inspection, acceptance, use and subsequent dispossession or sale of the Work.

4. LIQUIDATED DAMAGES

a. TIME IS OF THE ESSENCE. Supplier acknowledges that the time for performance of the Work is of the essence of this Agreement, and Supplier agrees to see to the performance of the Work, including the Work performed by Supplier’s Sub-Suppliers so that the entire Project may be completed in accordance with the Contract Documents and Exhibit 1 Guaranteed Dates

b. If Supplier fails to deliver the Submittals noted as “subject to LDs” in the Submittal Schedule within the time therein specified, or fails to meet the Guaranteed Dates, the parties agree that the Owner would be damaged. As it would be almost impossible to ascertain the actual damages precisely, Supplier agrees to pay Liquidated Damages in the amounts listed herein. Any sums payable under this Article are in the nature of Liquidated Damages and not a penalty. The payment of Liquidated Damages shall be the sole and exclusive remedy for the Owner for the specific performance failure to which the Liquidated Damages applies, except that the Owner shall have the right to terminate the Contract for cause if Supplier reaches the aggregate Liquidated Damages cap defined in 4.d. below.

Requirement	**Liquidated Damages**
Late Delivery – Submittals	$250/Day per Submittal
Late Delivery - Equipment	$1,000/Day

c. Liquidated damages for Late Delivery – Submittals shall be limited to a maximum of 7.5% of the Contract Price.

d. Aggregate total for all Liquidated Damages shall be limited to a maximum of 10% of the Contract Price.

5. INSPECTION AND TESTING

a. The Owner reserves the right to review Supplier`s quality assurance and quality control procedures and to inspect and witness all Supplier's operations and tests.

b. Supplier shall notify the Owner at least thirty (30) Days in advance when portions of the Work are ready for inspection or testing in accordance with the Supplier's inspection and test plan as approved by the Owner.

c. Failure to inspect and accept or reject the Work shall not relieve the Supplier from responsibility for compliance with the Contract requirements nor impose liability on the Owner. The Owner reserves the right to reject Work that is unsatisfactory, faulty, or defective or does not conform to the requirements of the Contract.

d. Supplier shall carry out factory tests of the Equipment in accordance with Supplier's procedures for such tests and in accordance with the Specifications. Owner and its representatives including the Engineer shall have the right to witness such factory tests. Date and time of such tests shall be communicated to Owner no later than thirty (30) Days in advance. Supplier shall bear the cost of such tests, but Owner shall bear the cost for its representative to attend them.

6. PAYMENT

a. Payments shall be made in accordance with the agreed Milestone Payment Schedule in Exhibit 2.

b. The Owner may require as a condition of payment that the Supplier submit evidence satisfactory to the Owner that any and all claims of subcontractors, Sub-Suppliers or other third parties that have performed services or provided supplies in connection with the Work included in any invoice have been paid or satisfactorily secured prior to making any partial payment, including but not limited to a Partial Waiver of Lien and Release of Claims as set forth in Exhibit 3 from Supplier and all Sub-Suppliers for whose work payment is sought waiving any lien rights for the amount requested in the invoice

c. Ten percent retention shall be withheld from all invoice payments and shall be released upon Supplier's completion of all Closeout requirements contained within the Contract documents, receipt by the Owner of a Final Waiver of Lien and Release of Claims as set forth in Exhibit 4.

d. Payment shall be made within thirty (30) Days following receipt of a properly documented invoice; however, in no case shall payment be due prior to the date indicated in the milestone payment schedule, and in particular, final payment shall be no sooner than the Acceptance Date.

e. All currency and payments shall be in U.S. dollars.

7. SECURITY FOR PERFORMANCE
   a. Coincident with the execution of Contract, the Successful Bidder shall furnish good and sufficient Surety company Performance and Statutory Bond.
      i. The Performance Bond shall guaranty the faithful performance of all the covenants, stipulations and agreements of the Contract, including the guarantying or warranting of all Work and all material included in the Contract against defects in both workmanship and materials; any replacement because of defective materials and workmanship including freight, hauling and installation charges for the Warranty Period to be entirely at Supplier's expense.
      ii. The Statutory Bond shall guaranty payment of all bills and obligations arising from the execution of the Contract, which bills and obligations might or will in any manner become a claim against the Owner. All provisions of the bond shall be complete and in full accordance with Statutory requirements.
      iii. All bonds shall be executed with the proper sureties through a company licensed and duly qualified to operate in the State of Kansas, and approved by the Owner.
      iv. Bonds shall be signed by an agent resident with the State of Kansas who shall furnish evidence of his authority to bind the Surety as valid to the date of the bond. The date of the bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the Surety on the Company's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Supplier shall furnish to the satisfaction of the Owner within ten (10) Days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Supplier withheld.
      v. All bonds shall be U. S. Treasury listed (Circular #570) as acceptable to the US Government. Acceptable bonds shall only be those supplied by "on shore" corporations.

8. TAXES

The OWNER is a municipal corporation exempt from taxation under the laws of the State of Kansas. Taxes payable for the sale, purchase, or use of materials or equipment should not be included in the Bid price. However, any tariff, duty, impost, fee, or any similar assessment or tax imposed by a governmental entity that does not recognize Owner’s sovereign tax exempt status, should be included in the Bid as a separate item in the form of a schedule indicating the name and address of the governmental entity and the specific nature and amount of each such tariff, duty, impost, fee, or any similar assessment or tax thereof.

9. NOT USED

10. TERMINATION
   a. Termination for Cause:
      i. The Owner may terminate this Contract for cause, in whole or in part, by written notice to Supplier if Supplier: fails to deliver the Goods or to perform the Work within the time specified in this Contract; fails to tender conforming Goods; fails to obtain proper licenses, permits and registrations; fails to obtain and maintain required insurance coverage; fails to make progress so as to endanger timely performance of this Contract; fails to comply with the site safety requirements; violates any applicable laws; or fails to provide adequate assurances of performance.

  - ii. If, after termination, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the Contract had been terminated for the convenience of the Owner.
  - iii. Upon issuance of a written notice of termination for cause, Supplier shall proceed as required by this paragraph and the Owner shall be entitled to the rights set forth herein. Supplier shall stop all Work hereunder unless otherwise specified in the notice of termination. The Owner shall not be obligated to make any further payments for the Work. If the Owner has revoked acceptance, then such Work shall be treated as having not been accepted. The Owner shall not be required to accept the tender of any Work that Owner has elected to terminate or cancel. The Owner may take possession of any specialty equipment or specialty tools necessary for completion of the Work. The Owner may complete the performance of this Contract by such means as the Owner selects or may engage any others to complete the performance of this Contract and Supplier shall be responsible for any costs in excess of the Contract value incurred by the Owner in so doing. Any amounts due Supplier for Work completed by Supplier prior to such cancellation shall be subject to offset against such additional costs incurred by the Owner in completing the Work and any other damages incurred by the Owner as a result of Supplier`s default.
- b. Termination for Convenience.
  - i. Upon at least three (3) Days written notice to Supplier specifying the extent to which the Contract is terminated, the Owner shall have the right to terminate this Contract or any portion thereof with respect to Goods not yet shipped or Work not yet performed, without liability and in addition to its other rights and remedies, at any time and for any reason.

11. CHANGES

- a. The Owner shall have the right, at any time, to make changes in the Contract that the Owner may deem desirable.
- b. Despite any pending dispute with respect to the Contract, Supplier shall proceed, upon written notice from the Owner with the performance of all Work or changes as directed by the Owner.
- c. If the Owner issues a directive that causes a material increase in Supplier’s cost or time for performance, Supplier shall notify the Owner in writing within three (3) Days from the date of Supplier’s receipt of the Owner’s directive, and subject to such proper notice, an equitable adjustment in the price or time of performance shall be mutually agreed upon between the Owner and Supplier. Agreement to such adjustment shall constitute a waiver of all claims by Supplier arising out of or related to the change.

12. INDEMNIFICATION

- a. Bodily Injury/Property: Supplier agrees to defend, indemnify and hold the Owner and Burns & McDonnell and their respective officers, directors and employees harmless from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs, expenses and reasonable attorney’s fees (collectively, “Claims”) including those arising, in any manner, out of or resulting from bodily injury, sickness, disease or death of any person or persons, or damage to or destruction of property, including any resulting loss of use arising from breach of Contract or any non-conforming Work, including but not limited to, latent defects or environmental liability, except to the extent that any such Claims are the result of the negligence of the Owner or any of its agents or employees.

b. <u>Intellectual Property</u>: Supplier agrees to defend, indemnify and hold the Owner and Burns & McDonnell and their respective officers, directors and employees harmless from and against all Claims that the Work, in any manner, gives rise to the infringement of any United States patent, trademark, trade dress, copyright or other intellectual property right.

c. <u>Worker's Compensation</u>: Supplier, for itself, its successors, assigns, hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Supplier could otherwise preclude its joinder by the Owner or Burns & McDonnell as an additional defendant, or avoid liability for damages, contribution, or indemnity in any action at law, or otherwise where Supplier's or its subcontractor's employee or employees, heirs, assigns, or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against the Owner or Burns & McDonnell.

13. PERFORMANCE OBLIGATIONS

a. When performing Work at the Site, Supplier shall comply with safety measures and procedures required by the Owner and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property.

b. Supplier acknowledges that the technical documents and information provided in the Contract including, without limitation, all drawings and specifications are sufficient for their intended purpose.

c. No substitution or modification of any Goods or related component parts, materials, or manufacturing locations may be made without prior written consent of the Owner.

d. Review and approval of shop drawings, samples, design and fabrication drawings, catalog data or other submittals from Supplier is for the purpose of determining general compliance with the Contract only and the Owner is not reviewing such documents to evaluate the means or methods of design or fabrication. Such review shall not transfer any liability to the Owner or others for the proper design, fabrication and installation of the Work and shall not release Supplier of its sole liability for the Work.

e. All design drawings custom prepared specifically for this Project shall be sealed/stamped by a licensed professional engineer in accordance with the laws of the state where the Project is located. Said sealing/stamping is the responsibility of the Supplier. Drawings of products, materials, and equipment that are of standard structural designs by the manufacturer, fabricator, supplier, or Supplier need not contain the seal/stamp of a licensed professional engineer.

14. INSURANCE

a. Coincident with the execution of Contract, the Successful Bidder shall purchase and maintain such Liability Insurance as will protect it from claims set forth below which may arise out of or result from its operations under the Contract, whether such operations be by itself or by a sub-Contractor, Sub-Supplier or by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable:

   i. <u>Claims under Workers' Compensation, disability, benefits and other similar employee benefits acts</u>: For the duration of this Contract, Supplier shall maintain statutory Workers' Compensation and shall maintain Employer's Liability Insurance with minimum limits to one million dollars ($1,000,000). Supplier shall require sub-Contractors to provide Workers' Compensation and Employer's Liability Insurance with the same minimum limits.

   ii. <u>Claims for damages because of bodily injury, occupational sickness or disease, or death of his Employees, and his claims insured by usual personal injury liability coverage</u>: For the duration of this Contract, Supplier shall maintain statutory Workers' Compensation and shall maintain Employer's Liability Insurance with minimum of one million dollars ($1,000,000).Supplier shall require sub-Contractors to provide Workers' Compensation and Employer's Liability Insurance with the same minimum limits.

iii. Claims for damages because of bodily injury, sickness or diseases or death of any person other than his employees, and claims insured by usual personal injury liability coverage: For the duration of this Contract, Supplier shall maintain occurrence-based Comprehensive General Liability Insurance with minimum bodily injury limits of five-hundred thousand dollars ($500,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence. Supplier shall maintain property damage insurance with minimum limits of five hundred thousand dollars ($500,000.00) for each occurrence and one million dollars ($1,000,000.00) aggregate. The policy shall include Supplier's Protective Liability Insurance with the same minimum limits. Supplier shall require sub-Contractors to provide Comprehensive General Liability Insurance with the same minimum limits.

iv. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from: For the duration of this Contract, Supplier shall maintain Comprehensive Liability Insurance with minimum bodily injury limits of five hundred thousand dollars ($500,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence. Supplier shall maintain property damage insurance with minimum limits of five hundred thousand dollars ($500,000.00) for each occurrence and one million dollars ($1,000,000.00) aggregate. The policy shall include Supplier's Protective Liability Insurance with the same minimum limits. Supplier shall require sub-Contractors to provide Comprehensive Liability Insurance with the same minimum limits.

v. For the duration of this Contract, Supplier shall maintain Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for bodily injury of five hundred thousand dollars ($500,000.00) for each person and one million dollars ($1,000,000.00) for each occurrrence and property damage minimum limits of five hundred thousand dollars ($500,000.00). Supplier shall require sub-Contractors to provide Comprehensive Automobile Liability Insurance with the same limits

vi. Umbrella or Excess Liability: Contractor shall purchase and maintain occurrence-based Umbrella or Excess Liability Insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above in the amount of five million dollars ($5,000,000). Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

b. Certificates of Insurance acceptable to the Owner shall be filed by Successful Bidder with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen (15) days prior written notice has been given to the Owner. Copies of certificates of insurance shall be filed with the Owner prior to commencing Work. The required insurance must be written by a company licensed to do business in the state where the Work is located, at the time the policy is issued. In addition, the company must be acceptable to the Owner. The City of Coffeyville/Coffeyville Municipal Light & Power, its officers, employees, and agents, shall be named as an additional insured on all liability insurance policies in amounts equal to the liability limits. Engineer, Burns and McDonnell Engineering Company, Inc. shall be endorsed as an additional insured on CGL, Automotive and any Umbrella insurance to the policy limits. The insurance shall include a waiver of subrogation in favor of the additional insured.

15. OTHER REMEDIES

a. Setoff/Recoup: The Owner may set off or recoup any amount owed to Owner by Supplier against any amount owed to Supplier by Owner.

b. Withhold Payment: The Owner may withhold payment to Supplier, in whole or in part, to the extent reasonably necessary to protect the Owner from loss on account of any breach including, without limitation, late delivery of the Goods (including Deliverables) or Work; a violation of the law by Supplier; non-conforming or defective Goods or Work not remedied; claims by a third party or evidence reasonably indicating the probable filing of claims (including, without limitation intellectual property claims, bodily injury claims, property damage claims and subcontractor payment claims); failure of Supplier to make payments to any Sub-Supplier; failure to purchase, at least, the minimum insurance required by this Contract; the supply of counterfeit Goods; any cost for which Supplier is responsible under this Contract; a lien or encumbrance filed against the Project that is not removed; a failure to comply with the site safety requirements; or a breach by Supplier of any warranty of this Contract. When the grounds for withholding payments are removed, payment of such withheld amounts shall be made. No interest shall be due or payable by the Owner on amounts withheld in good faith pursuant to this paragraph.

c. Backcharge: The Owner may, at its sole discretion, backcharge and invoice to Supplier all costs it incurs arising from or related to Supplier's breach of this Contract including, without limitation, all costs to correct, repair or replace non-conforming Work not remedied by Supplier; all damage, cost or expense caused by non-conforming Work; all costs associated with lost work time, lost efficiency, idle equipment, additional overhead, and escalation; all costs associated replacing Goods that infringe a third party's intellectual property rights with non-infringing Goods; all costs related to obtaining and maintaining the insurance required by this Contract that the Supplier failed to obtain or maintain; all costs associated with removing any liens filed against the Project or related property; all fines and penalty's assessed that arise out of the Work; and all costs incurred by the Owner arising from a claim that the Work infringes a third party's intellectual property rights.

d. Late Delivery: If Supplier is unable to meet the required delivery schedules for any reason or if the Owner determines in reasonable judgment that Supplier is not adequately progressing the Work, then if Supplier should fail to offer a plan acceptable to the Owner to recover from such delay within five (5) Days after delivery of written notice from the Owner, the Owner may, at its sole discretion, terminate this Contract for cause; or direct Supplier to accelerate the progress of the Work including, without limitation, extending the work week, working additional shifts or overtime, and/or supplying additional manpower, equipment, facilities and other similar measures. Supplier shall be solely liable for the costs associated with such acceleration.

e. Intellectual Property Infringement: If any claim for infringement of intellectual property is brought against the Owner arising from the Work, Supplier shall, in order to avoid such claims, actions, or proceedings, promptly obtain a license (without additional cost to the Owner) to the intellectual property right that has been allegedly infringed; substitute at its own expense non-infringing Work; or to modify the manufacture or design of such infringing

Work so the Work becomes non-infringing provided that such substitutions or modifications meet all the requirements of this Contract.

f. Latent Defects: Acceptance of all or part of the Work shall not deprive the Owner of the right to revoke acceptance and return any of the Goods or the right to make a claim for damages because of any non-conforming Work or later-discovered defects.

g. Properly Insure: If Supplier fails to obtain the insurance required by the Contract or fails to maintain coverage as required by the Contract such failure shall be a material breach and the Owner may, at its sole discretion, terminate the Contract for cause.

h. Not Exclusive. No remedy conferred upon or reserved to the Owner herein is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or existing at law or in equity.

16. FORCE MAJEURE

a. In case of a force majeure event, the Party rendered wholly or partially unable to perform its obligations under this Contract will be excused from whatever performance is affected by the force majeure event to the extent so affected. The affected Party shall have an obligation to notify in writing the other Party within three (3) Days, and mitigate and work around the force majeure event to the extent commercially practicable. Supplier shall bear all of its own costs in connection with force majeure events it suffers.

b. The following events shall not be considered force majeure:
   i. strikes or labor disturbances involving the employees of Supplier or any of its Sub-Suppliers who are not performing Work at the Site (unless national in nature);
   ii. price fluctuations with respect to labor or materials, supplies or components of equipment related to items to be supplied by Supplier;
   iii. mere economic hardship; or
   iv. fluctuations in currency exchange rates.

17. MISCELLANEOUS

a. Claims: Except where expressly stated otherwise in this Contract, no claim for extra compensation or for additional time for performance of the Work shall be valid unless Supplier shall first have provided written notice of such claim to the Owner within three (3) Days of the start of the event giving rise to the claim. Such notice is a material consideration of this Contract and if Supplier fails to provide the Owner such notice within such time frame, Supplier’s claim shall be deemed waived.

b. Confidentiality: This Contract is confidential between the Owner and the Supplier, and the Supplier agrees that none of the information or details connected therewith shall be published or disclosed to any third party without the Owner’s written permission, or otherwise provided by law.

c. Limitations: In no event, whether based on Contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall the Owner be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of anticipated profits or anticipated revenue, or cost of capital.

d. Assignment: Supplier shall not attempt to assign this Contract and any rights or obligations hereunder (by contract, acquisition, merger, operation of law or otherwise) in whole or in part, without the prior written consent of the Owner. Any attempt to assign any rights or obligations hereunder without appropriate consent shall be deemed void.

e. Severability of Provisions: If any term, condition or provision of this Contract or the application thereof to any Party hereto be invalid or unenforceable at law, the offending word(s), sentence(s) or paragraph(s) shall be considered as stricken from this Contract and the remainder of this Contract, shall not be affected thereby, and each remaining term, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

f. Survival: The obligations of the Parties hereunder which by their nature should survive the termination of this Contract or the completion of the Work hereunder, including, without limitation, those provisions of this Contract which provide for the protection against liability, shall survive and inure to the benefit of the Parties.

g. Independent Contractor: Supplier is an independent contractor in the performance of the Work specified in this Contract. The Owner retains no control or direction over Supplier, its employees, and Sub-Suppliers or subcontractors or over the detail, manner, or methods of performance of the Work by Supplier, its employees, and sub-suppliers or subcontractors.

h. Governing Law/Venue: The rights of all Parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Kansas, without giving effect to principles of conflicts of law. The Parties agree that any action arising out of this agreement or in connection with the Work shall be brought in the federal, state, or local court located in or otherwise having jurisdiction over Montgomery County in the State of Kansas and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action. Each Party waives its right to a jury trial in any court action arising among the Parties under this Contract or otherwise related to this Contract, whether made by claim, counterclaim, third party claim or otherwise.

i. No Waiver: Failure by the Owner to enforce any provision hereof, the Owner’s failure or delay in exercising rights or remedies provided herein or by law, the Owner’s approval of, acceptance of, or payment for the Work, or any part or combination thereof, shall neither relieve nor release Supplier from any of its obligations under this Contract, shall not be deemed a waiver of any rights of the Owner to insist upon strict performance hereof or of any of the Owner’s rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

j. Prior Dealings: No course of prior dealing or performance between the Owner and Supplier or usage of trade shall be relevant to supplement, explain, interpret, or modify any term, condition, or instruction used in this Contract.

EXHIBIT 1 – GUARANTEED DATES

ITEM	**No Earlier Than* Delivery Date**	**No Later Than Delivery Date**
Two (2) 2000/2667 kVA 13.8kV/480V cast-coil dry-type distribution transformers	March 14, 2016	April 15, 2016
One (1) 1500/2000 kVA 12.47kV/480V cast-coil dry-type distribution transformer	March 14, 2016	April 15, 2016
All associated accessories and spare parts per contract.	March 14, 2016	April 15, 2016
Submittals – As Defined in 013301 Appendix A		

* Supplier may not deliver the Equipment, and Owner will not be obligated to accept delivery of the Equipment before these dates unless prior written approval is provided by Owner or CM Agent.

EXHIBIT 2 – MILESTONE PAYMENT & CANCELLATION SCHEDULE

Upon meeting or successful completion of the set foreth dates for required documents, fabrication, delivery, installation and testing performed by the Supplier, the Owner shall pay the Supplier for a percentage of the contract value as follows:

90%	Upon shipment of all transformers from WEG plant
10%	Upon Acceptance Date

The Owner may cancel an order only after written notice to Supplier. Should this Contract be cancelled by Owner due to no fault of the Supplier, the Owner shall pay the Supplier a percentage of the contract value as follows:

10%	0-8 Weeks after Effective Date
25%	8-16 Weeks after Effective Date
50%	16-20 Weeks after Effective Date
75%	20-24 Weeks after Effective Date
100%	greater than 24 Weeks after Effective Date

EXHIBIT 3 – PARTIAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: ________________ and others, to the extent others have interests secured by the property of said Owner (the "Project") as identified below.

Supplier's name:____

The Project:____

Partial Payment Requested: $______________________________

Supplier, contingent upon the issuance, final clearance and payment of a valuable consideration of $_________________________, which is currently due and payable states that:

1. The payment amount set forth above constitutes payment in full for Supplier's Work through the date of the last Work covered by the progress payment application for which payment is sought ("Payment Date") on the Project excepting those claims previously made in writing to Owner and remaining unsettled as of the date of this Partial Waiver of Lien and Release of Claims.

2. Supplier represents that payment has been made to the extent of prior progress payments on the Project to all of the undersigned's sub-subcontractors, Sub-Suppliers, equipment providers, materialmen and laborers in connection with the performance of the Project. Supplier shall make further progress payments to its sub-subcontractors, Sub-Suppliers equipment providers, materialmen and laborers out of this progress payment.

Partial Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this progress payment application, Supplier releases and waives, upon receipt of the progress payment, all claims for payment through the Payment Date, except those claims previously made in writing to Owner and remaining unsettled at the time of payment including any and all mechanic's lien rights against the Project.

Supplier:____

By:____

Title:_______________________________________

Date:_______________________________________

EXHIBIT 4 – FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____________________, and others, to the extent others have interests secured by the property of said Owner (the "Project") as identified below.

Supplier's name: _________________________

The Project: ____

Final Payment Requested: $ _____________________________

Supplier, contingent upon the issuance, final clearance and payment of a valuable consideration of $_________________________, which is currently due and payable states that:

1. The payment amount set forth above constitutes payment in full for Supplier's work on the Project excepting those claims previously made in writing to Owner and remaining unsettled at the time of final payment.

2. Supplier represents that payment has been made to the extent of prior progress payments on the Project to all of the undersigned's sub-subcontractors, Sub-Suppliers, equipment providers, materialmen and laborers in connection with the performance of the Project. Supplier shall make final payments to its sub-subcontractors, Sub-Suppliers, equipment providers, materialmen and laborers out of this final payment.

Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this Application, Supplier releases and waives, upon receipt of final payment, all claims for payment, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment including any and all mechanic's lien rights against the Project.

Supplier:____

By:____

Title:____

Date:____

Attachment B

Technical Specifications

ATTACHMENT B
SPECIFICATIONS & DRAWINGS

TABLE OF CONTENTS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes basic identification of the Work covered in detail in the complete Contract Documents.

1.02 PROJECT DESCRIPTION:

A. The Project is a natural gas fired reciprocating engine power plant designed for 55±5 MW (nominal) net electric power output. Final net electric power output will be defined in the Agreement.

B. The Project Site is located at 2601 N 5th St, Liberty, Montgomery County, Kansas 67351.

C. Supplier is responsible for final design including Supplier's Equipment arrangement.

1.03 WORK COVERED BY CONTRACT DOCUMENTS:

A. The Contract includes but is not limited to, engineering, designing, fabricating, factory testing, packaging, delivering, assembling, and field testing the following components of Work, which are listed for the Supplier's convenience in understanding the scope of Work:

1. Two (2) 2000/2667 kVA 13.8kV/480V cast-coil dry-type distribution transformers.
2. One (1) 1500/2000 kVA 12.47kV/480V cast-coil dry-type distribution transformer.

B. All Work shall be designed to meet the design data specified herein.

C. The Supplier shall be responsible for furnishing all material, tools, equipment, labor, supervision, and any other incidental items or services necessary to perform all Work described herein.

D. Supplier shall arrange and be responsible for transport of the transformers to the Project Site.

1.04 WORK BY OTHERS:

A. Transformer foundation construction shall be performed by Others.

B. Electrical connections between switchgear and equipment not furnished under this Contract shall be performed by Others.

1.05 SPARE PARTS:

A. Supplier shall include all spare parts and tools required for complete installation and commissioning of all supplied Equipment and Materials.

B. Supplier shall provide a separately priced list of recommended spare parts for each piece of equipment.

1.06 CODES AND STANDARDS

A. Design specifications and construction of the Project shall be in accordance with (1) applicable laws, regulations, codes and standards of the Federal Government and State of Kansas, including those set forth below and, (2) applicable local (including county and city) laws, regulations, codes and ordinances, including those set forth below. Publications from the following nationally recognized organizations are applicable to the engineering, design, manufacture, and testing of the Equipment included in the Specifications to the extent referenced in these Specifications. All references to publications are to the latest issue of each together with all latest addenda, amendments, or additions thereto as of the Effective Date. References shall be made in accordance with the abbreviations listed below. In the event that conflicts arise between the codes, standards of practice, specifications or manufacturer recommendations described herein and codes, laws, rules, decrees, regulations, standards, etc., of the locality where the equipment is to be installed, the more stringent code shall apply. Supplier shall provide a written position of any such conflict clarifications to Owner in writing.

B. Federal Codes:

CAAA	Clean Air Act and Amendments
CFR	Code of Federal Regulations
FERC	Federal Energy Regulatory Commission
NERC	North American Electric Reliability Corporation
Title 29	Code of Federal Regulations (CFR), Part 1910 Occupational Safety and Health Standards.

C. Industry Codes:

AA	Aluminum Association
AISC	American Institute for Steel Construction, ASD/LRFD (13th Ed.)
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ASNT	American Society of Nondestructive Testing
AWS	American Welding Society
DIN	German Standard (Deutsche Institute für Normung)
EJMA	Expansion Joint Manufacturer’s Association
EN	European Standard
FCI	Fluid Control Institute
HEI	Heat Exchange Institute
IBC	International Building Code 2009
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IES	IES Lighting Handbook
ISO	International Standard Organization
MSS	Manufacturers Standardization Society
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
SSPC	Steel Structures Painting Council
TEMA UFC	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

D. County / City Codes:

Fire Marshall / AHJ	2009 International Fire Code

1.07 PROJECT SITE CONDITIONS:

- A. The Project Site has the following Site Conditions:
  - 1. Plant elevation is ~~930~~ 755 feet above mean sea level.
  - 2. Indoor Design Temperatures
    - a. Maximum Dry Bulb 120°F
    - b. Minimum Dry Bulb 50°F
  - 3. Outdoor Design Temperatures
    - a. Maximum Dry Bulb (1%) ~~99.2~~97.1°F
    - b. Mean Coincident Wet Bulb ~~75.3~~75.8°F
    - c. Minimum Dry Bulb (99.6%) ~~13.6~~10.3°F
  - 4. Outdoor Extreme Temperatures (n = 10 years)
    - a. Maximum Dry Bulb ~~110.5~~102.8°F
    - b. Minimum Dry Bulb ~~2.6~~0.6°F
    - c. Extreme Max Wet Bulb ~~88.2~~88.9°F
- B. IBC Design Criteria:
  - 1. Occupancy Category: III
  - 2. Wind loads – Section 1609
    - a. Basic wind speed: V_{3S} = 90 mph
    - b. Exposure category: C
    - c. Wind Importance Factor: I_w=1.15
    - d. Minimum lateral pressure: p_s = 10 psf
  - 3. Seismic loads – Section 1613
    - a. Seismic Site Class: D
    - b. Seismic Importance Factor: I_E=1.25
    - c. Component Importance Factor: I_P = 1.0 (I_p = 1.5 under specific conditions, see ASCE 7-05 Section 13.1.3)
    - d. Design Spectral Response Acceleration
      - (1) Short Period: S_s = 0.193
      - (2) 1 Second: S_1 = 0.063
      - (3) Max. considered short period: S_{MS} = 0.309
      - (4) Max. considered 1-second: S_{M1} = 0.151
      - (5) 5% damped design short period: S_{DS} = 0.206
      - (6) 5% damped design 1-second: S_{D1} = 0.101
      - (7) Long-Period Transition Period: T_L = 12 seconds
    - e. Seismic Design Category: B
  - 4. Snow loads – Section 1608:
    - a. Snow Importance Factor: I_S = 1.1
    - b. Ground snow load: p_g = ~~10~~15 psf
    - c. Terrain Category: C
  - 5. Ice Loads
    - a. Ice thickness Importance Factor: I_i = 1.25
    - b. Wind Concurrent with ice Importance Factor

      I_W = 1.0
    - c. Nominal Ice Thickness: t = ~~0.75~~1.0”
    - d. Concurrent wind speed V_C = 40mph
- C. Precipitation
  - 1. Minimum Annual: Unknown

2. Average Annual: 37 inches
3. Maximum Annual: Unknown
4. Maximum 25-year 24 Hour Rain: 8 inches
5. Maximum 24 Hour Snow: 13 inches

D. Prevailing Wind Direction

1. Annual: South

1.08 SITE UTILITIES:

A. Electrical:

1. Not applicable.

PART 2 - PRODUCTS - Not Applicable.

PART 3 - EXECUTION - Not Applicable.

END OF SECTION 011100

SECTION 013210 - PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 SUMMARY:

A. Project Meetings:
  1. Preliminary Conference.
  2. Engineering Coordination Meetings

B. Schedules and Reports:
  1. Initial Coordination Submittals.
  2. Work Progress Schedule.
  3. Work Progress Reports.

C. Related SECTIONS:
  1. Submittals: SECTION 013301.
  2. Equipment and Materials: SECTION 016001.

1.02 PROJECT MEETINGS:

A. Preliminary Conference:
  1. Engineer will conduct a conference call within 10 Days after the Award Date, to review items stated in the agenda and to establish a working understanding between the parties as to their relationships during performance of the Work. The conference shall be attended by:
     a. Supplier.
     b. Owner.
     c. Supplier's principal Sub-Suppliers, at discretion of Engineer.
     d. Engineer
  2. Meeting Agenda:
     a. Projected fabrication/construction schedules.
     b. Project coordination.
     c. Procedures and processing of:
     d. Substitutions.
     e. Submittals.
     f. Change Orders.
     g. Applications for Payment.
     h. Procedures for testing.
  3. Location of Meeting: Conference Call
  4. Reporting: Within five (5) Days after the meeting, Engineer will prepare and distribute minutes of the meeting to each party represented.

B. Engineering Coordination Meetings:
  1. Supplier shall schedule and conduct a conference call at least monthly for coordination during Supplier's equipment engineering and design phase of the Work. Meetings shall be attended by:
     a. Supplier's representative(s) including engineering personnel.
     b. Supplier's principal Sub-Suppliers, at Engineer’s discretion.
     c. Owner
     d. Engineer.
  2. Meeting Agenda:
     a. Review of action items.
     b. Facility design interfaces.
     c. Equipment and Material procurement status.

        d. Engineering/fabrication/manufacturing schedules.
        e. Requests for information (RFIs).
    3. Location of Meetings: Conference Call
    4. Reporting: Within five (5) days after the meeting, Supplier will prepare and distribute minutes of the meetings to each party represented.

1.03 SCHEDULES AND REPORTS:

A. Initial Coordination Submittals: Within the time indicated in SECTION 013301 Appendix A, Supplier shall submit to Engineer:
    1. A preliminary Work progress schedule.
    2. A preliminary schedule of Submittals.

B. Work Progress Schedule:
    1. After submittal of preliminary Work progress schedule, submit to Engineer a detailed Work progress schedule and detailed manufacturing schedule for each piece of Equipment within the time indicated in SECTION 013301 Appendix A. Base the schedule on the preliminary Work progress schedule and incorporate review comments and other feedback.
    2. The schedule shall show the Work in a graphic format suitable for displaying scheduled and actual progress.
        a. Prepare schedules as a horizontal bar chart with separate bar for each major portion of the Work or operation.
        b. The schedule shall also show the Work broken down into major phases and key items with the dates Work is expected to begin and be completed. Sequence of listings shall be in the chronological order of the start of each item of Work.
        c. Scale and spacing shall allow space for notations and revisions.
        d. Sheet size: 8.5 x 11 or 11 x 17 inches.
    3. Provide sub-schedules to define critical portions of entire schedules.
    4. Coordinate Work progress schedule with Work progress reports and delivery schedule.
    5. Engineer will review and comment on Work progress schedule and, upon agreement between Engineer and Supplier on necessary changes:
        a. Supplier shall print and distribute copies of the accepted schedule to Owner, Engineer, Sub-Suppliers, and other parties required to comply with scheduled dates.
    6. Supplier shall not change the accepted Work progress schedule without prior written concurrence of Engineer.
    7. Submit to Owner an updated schedule at least once a month. Schedule shall show actual progress and any proposed changes in the schedule of remaining Work.

C. Work Progress Reports:
    1. Submit monthly a report on actual Work progress. More frequent reports may be required should the Work fall behind the accepted schedule.
    2. Work progress reports shall consist of marked copies of prints made from the accepted Work progress schedule, and a narrative report which shall include but not be limited to the following:
        a. A description of current and anticipated delaying factors, if any.
        b. Impact of possible delaying factors.
        c. Proposed corrective actions.
    3. A Work progress report shall accompany each application for partial payment. Work reported complete but not readily apparent to Owner must be substantiated with supporting data.

4. Should operations fall behind accepted schedule to an extent that Supplier's ability to meet the Guaranteed Delivery Dates appears doubtful to Owner, Owner shall so notify Supplier, and Supplier shall, at no change in Contract Price, take corrective action to get back on schedule, and submit an updated Work progress report to Owner.

PART 2 - PRODUCTS - Not Applicable.

PART 3 - EXECUTION - Not Applicable.

END OF SECTION 013210

SECTION 013301 - SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY:

A. This SECTION includes definitions, descriptions, transmittal, and review of Submittals.

B. Related SECTIONS:

1. Contract Closeout: SECTION 017801.

1.02 GENERAL INFORMATION:

A. Definitions:

1. Shop Drawings, Product Data, and Samples are technical Submittals are defined below and are prepared by manufacturer or Supplier and submitted by Supplier to Engineer as a basis for review and approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe installation, operation, maintenance, or technical properties, as specified in each DIVISION of the Specifications.
   - a. Shop Drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
   - b. Product Data includes standard printed information on materials, Products, and systems; not custom-prepared for this Contract, other than the designation of selections from available choices.
   - c. Samples include both fabricated and unfabricated physical examples of Materials, products, and Work; both as complete units and as smaller portions of units of Work; either for limited visual inspection or for more detailed testing and analysis. Mockups are a special form of Samples which are too large to be handled in the specified manner for transmittal of Sample Submittals.
2. Informational Submittals are those technical reports, administrative Submittals, certificates and guarantees not defined as Shop Drawings, product data, or Samples.
   - a. Technical reports include laboratory reports, tests, technical procedures, technical records, and Supplier's design analysis.
   - b. Administrative Submittals are those nontechnical Submittals required by the Contract or deemed necessary for administrative records. These Submittals include maintenance agreements, bonds, photographs, physical work records, statements of applicability, copies of industry standards, Contract record data, schedules, security/protection/safety data, and similar type Submittals.
   - c. Certificates and guarantees are those Submittals on Equipment and Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in the Specifications.
3. Refer to ARTICLES 1.03 and 1.04 of this PART for detailed lists of documents and specific requirements.

B. Quality Requirements:

1. Shop Drawings and Product Data shall be submitted in electronic format. Every line, character, and letter shall be clearly legible and of suitable quality for reproduction.
2. Documents submitted to Owner and Engineer that do not conform to specified requirements shall be subject to rejection by Owner and Engineer, and upon request, Supplier shall resubmit conforming documents. Documents rejected due to illegibility or failure to comply with non-technical requirements will not satisfy schedule requirements. If conforming Submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. Supplier’s

failure to initially satisfy the legibility quality requirements will not relieve Supplier from meeting the required schedule for Submittals.

3. Supplier shall be notified of any Submittals rejected prior to review for legibility or formatting reasons by Engineer or Owner. No notification will be provided for Submittals which are not rejected.

C. Language and Dimensions:
   1. All words and dimensional units shall be in the English language.
   2. Metric dimensional unit equivalents may be stated in addition to the English units. However, English units of measurement shall prevail.

D. Submittal Completeness:
   1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable Engineer to review the information effectively.
   2. Where standard drawings are furnished which cover a number of variations of the general class of Equipment, each drawing shall be annotated to indicate exactly which parts of the drawing apply to the Equipment being furnished. Use hatch marks or X-outs to clearly indicate variations, optional equipment, or other items which do not apply to the Submittal and circle or box all selected variations, optional equipment, or other applicable selections. The use of “highlighting markers” will not be an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.
   3. Reproduction or copies of Contract drawings or portions thereof will not be accepted as complete fabrication or erection drawings, but will be acceptable when used by Supplier as a drawing upon which to indicate information on erection or to identify detail drawing references. Whenever the Contract drawings are revised to show that additional Supplier's information, Engineer's title block shall be replaced with Supplier's title block, and Engineer's professional seal shall be removed from the drawing.

E. Form of Submittals:
   1. Supplier shall have one contact person for submitting and retrieving documents.
      a. This person will be responsible for making sure all documents are submitted properly.
      b. This person will be receiving an email every week stating what needs to be resubmitted.
         (1) All submittals with an action status of “B”, “C”, or “D” need to be resubmitted as described herein.
   2. Submittal Documents
      a. Name of file must include:
         (1) Specifications SECTION number in front of filename
         (2) Must be short and specific to the file
      b. Name of file must NOT include:
         (1) Revision number/letter
         (2) Date
         (3) The word “Submittal”
      c. All documents that are supplied by the Supplier must be .PDF formatted
      d. A Submittal Block will be provided to Supplier as a .JPEG file.
      e. The submittal block must be included on:
         (1) Each individual PDF drawing. (one drawing per PDF file)
         (2) The first page of each document that is NOT a drawing.
      f. When submitting:

- (1) See Appendix E for submittal instructions on the Webtools site.
- (2) Send a transmittal letter by email to: 81799@burnsmcd.com, with cc: dpetersen@burnsmcd.com and reasterling@burnsmcd.com
- (3) On the transmittal letter:
  - 1) Include a description for each file
  - 2) State what revision the file is.
- (4) State the project number (81799), project description, Contract number CXXXX (where 'XXXX' is to be replaced by the actual 4 digit number), and the number indicating the submittal number (1, 2, 3, etc.) within the e-mail

g. Return Submittal:
- (1) Make sure the file name has stayed exactly the same as when you first submitted it.
- (2) Pick up any of Engineer's comments and make the necessary changes to the original document/drawing.
- (3) If you are making a change or verifying information on any document, provide comment clouding on these items.
- (4) If the Engineer has made comments and you need to add or delete pages from your original document:
  - (a) Place an "X" through the page to delete it
  - (b) Add additional pages to the end of the PDF.

3. Document Pick-Up
   - a. Supplier will receive an e-mail stating that your package is ready to be picked up.
   - b. Click on the Webtools link.
   - c. Download the package.
     - (1) Included in the package are:
       - (a) A return transmittal letter listing the document being returned and what action status they are given.
       - (b) Documents that are being returned with the submittal block filled out.
   - d. Pick-up or respond to all comments from the Engineer.
   - e. Resubmit any required documents as described above. Cloud all changes and increase the revision for all resubmitted documents.

1.03 TECHNICAL SUBMITTALS:

A. Provide required Submittals as specified in Appendix A and in the Specifications. Additional information about Submittals listed in Appendix A is provided in Appendix C. All durations are Days.

B. Schedule of Submittals:
1. Prepare for Engineer's concurrence a schedule for submission of all Submittals specified or necessary for Engineer's approval of the use of Equipment and Materials proposed for incorporation in the Work or needed for proper installation, operation, or maintenance. Submit the schedule with the Work progress schedule. Schedule submission of all Submittals to permit review, fabrication, and delivery in time to not cause delay in the Work of Supplier or its Sub-Suppliers or any other contractors as described herein.
2. In establishing schedule for Submittals, allow 14 Days in Engineer's office for reviewing original submittals and 14 Days in Engineer's office for reviewing resubmittals. For submittals exceeding 20 drawings, Engineer and Owner may request additional time for review within 2 days of submittal receipt.
3. Submittals requiring revision shall be resubmitted within 14 Days after receipt of Engineer's review notations.

4. The schedule shall indicate the anticipated dates of original submission for each item and Engineer's approval thereof, and shall be based upon at least one resubmission of each item.
5. Schedule all Submittals required for submission within the time specified for each in Appendix A.
6. Resubmit Submittals the number of times required for Engineer's action stamp to read either A, F, or G as described below. However, any need for resubmittals in excess of the number set forth in the accepted schedule, or any other delay in obtaining approval of Submittals, will not be grounds for extension of the Contract Time provided Engineer completes its reviews within the times specified. Supplier shall not commence production of any part of the Equipment and Materials affected thereby until such Submittal has been reviewed and approved by Engineer.

C. Transmittal of Submittals:

1. All Submittals (shop drawings, product data, and samples) for Equipment and Materials furnished by manufacturers and Supplier shall be submitted to Engineer by Supplier.
2. Transmit all Submittals to Engineer for approval as follows:
    a. Include Submittal Information Block:
        (1) Electronic files of Submittal Information Blocks will be provided to Supplier for use on electronic Submittals.
        (2) An example of the Submittal Information Block is included as Appendix B to this Section.
    b. Mark each Submittal by Project name and number, Contract title and number, and the applicable Specifications SECTION and Article numbers.
    c. Check and include Supplier's approval for Submittals of Supplier and manufacturers prior to transmitting them to Engineer. Supplier’s approval shall constitute a representation to Owner and Engineer that Supplier has determined and verified all design criteria, quantities, dimensions, materials, catalog numbers, compliance with applicable laws and regulations, and similar data, or Supplier assumes full responsibility for doing so, and that Supplier has coordinated each Submittal with the requirements of the Work and the Contract.
    d. At the time of each submission, call to the attention of Engineer in the transmittal letter any deviations from the requirements of the Contract.
    e. Make all modifications noted or indicated by Engineer and return revised Submittals until approved. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by Engineer on previous Submittals. Previously approved Submittals transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.
    f. Resubmitted files shall be indicated on the transmittal letter by a later date and revision number than the previous submissions.
    g. Following completion of the Work and prior to final payment, furnish record documents and approved Samples and Shop Drawings necessary to indicate "as constructed" conditions, including field modifications, in the number of copies specified. Furnish additional copies for insertion in Equipment instruction books and operating manuals as required. All such copies shall be clearly marked "PROJECT RECORD."
        (1) Submit a final record copy of a master field drawing list which shall indicate the final revision status of each drawing on the list.

3. Quantity Requirements:
    a. Except as otherwise specified in Appendix A, transmit all Shop Drawings in the following quantities:
        (1) Initial Submittal:
            (a) Per Appendix A, this Section.
        (2) Resubmittals:
            (a) Per Appendix A, this Section.
        (3) Submittal for final distribution:
            (a) Paper - One copy to Owner, One copy to Engineer.
            (b) Electronic - One CD-ROM or flash drive copy to Engineer in native format. Drawings shall be provided as AutoCAD 2012 or later files.
        (4) As-constructed documents:
            (a) Paper - One copy to Owner, one copy to Engineer.
            (b) Electronic - Three CD-ROM or flash drive copies to Engineer in native format. Drawings shall be provided as AutoCAD 2012 or later files.
    b. Transmit Submittals of product data as indicated for Shop Drawings above.
    c. Transmit Submittals of Material Samples, color charts, and similar items as follows:
        (1) Initial Submittal – Two to Engineer. One to Owner.
        (2) Resubmittal – Two to Engineer. One to Owner.
        (3) Upon approval, Sample(s) will not be returned to Supplier.
    d. Except as otherwise specified in Appendix A, transmit Submittals of Equipment instruction books and operating manuals as follows:
        (1) Initial Submittal:
            (a) Paper - No copies to Engineer. One copy to Owner. Only Engineer's comments will be returned to Supplier.
            (b) Electronic - One copy to Engineer. One copy to Owner.
        (2) Resubmittals:
            (a) Paper - No copies to Engineer. One copy to Owner. Only Engineer's comments will be returned to Supplier.
            (b) Electronic - One copy to Engineer. One copy to Owner.
        (3) Submittal for Final Distribution:
            (a) Four paper copies to Owner upon Engineer's written authorization.
            (b) One CD-ROM or flash drive copy to Engineer as PDF files and Two CD-ROM or flash drive copies to Owner.
    e. All Submittals provided in PDF format shall contain searchable text.
    f. When all Submittals have been updated to "as-constructed" conditions, transmit to Engineer three copies and Owner five copies each of manuals on CD-ROM.
    g. Owner may copy and use for internal operations and staff training purposes any and all document Submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to Owner. If permission to copy any such Submittal for the purposes stated is withheld from Owner by manufacturer or Supplier, the Supplier shall provide to Owner 50 copies plus the number of copies required by Supplier at each final distribution issue.
4. Supplier's erection drawings and other Submittals required for installation of Equipment furnished under this Contract for installation under other contracts will be transmitted electronically to installing contractor by Engineer in the final distribution of such Submittals.

5. Information to Manufacturer's District Office: Supplier shall arrange for manufacturers and suppliers of Equipment or Materials to furnish copies of all agreements, drawings, specifications, operating instructions, correspondence, and other matters associated with this Contract to the manufacturer's district office servicing Owner. Insofar as practicable, all business matters relative to Equipment and Materials included in this Contract shall be conducted through such local district offices.

D. Engineer's Review:
   1. Engineer will review and take appropriate action on Submittals in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if items of Equipment and Materials covered by the Submittals are compatible with the design concept and conform to information given in the Contract.
   2. Such review and approval will not extend to design data reflected in Submittals which is peculiarly within the special expertise of Supplier. Review and approval of a component item as such will not indicate approval of the assembly in which the item functions.
   3. Engineer's review and approval of Shop Drawings, product data, or Samples will not relieve Supplier of responsibility for any deviation from requirements of the Contract Documents unless Supplier has in writing called Engineer's attention to such deviation at the time of submission, and Engineer has given written concurrence in and approval of the specific deviation. Approval by Engineer shall not relieve Supplier from responsibility for errors or omissions in Submittals.

E. Submittal Action Stamp:
   1. Engineer's review action stamp, appropriately completed, will appear on all Submittals of Supplier when returned by Engineer. Review status designations listed on Engineer's action stamp are defined as follows:

      A - SUBMITTAL APPROVED Signifies Equipment or Material represented by the Submittal conforms to the design concept and complies with the intent of the Contract and is approved for incorporation in the Work. Supplier is to proceed with fabrication or procurement of the items and with related Work. Copies of the Submittal are to be transmitted to Engineer for final distribution.

      B - SUBMITTAL APPROVED AS NOTED (RESUBMIT) Signifies Equipment or Material represented by the Submittal conforms to the design concept and complies with the intent of the Contract and is approved for incorporation in the Work in accordance with Engineer's notations. Supplier is to proceed with fabrication or procurement of the items and with related Work in accordance with Engineer's notations and is to submit a revised Submittal responsive to notations marked on the returned Submittal or written in the letter of transmittal.

      C - SUBMITTAL RETURNED FOR REVISION (RESUBMIT) Signifies Equipment or Material represented by the Submittal appears to conform with the design concept and comply with the intent of the Contract but information is either insufficient in detail or contains discrepancies which prevent Engineer from completing its review. Supplier is to resubmit revised information responsive to Engineer's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related Work is not to proceed until the Submittal is approved.

D - SUBMITTAL NOT APPROVED (SUBMIT ANEW) Signifies Equipment or Material represented by the Submittal does not conform to the design concept or comply with the intent of the Contract and is disapproved for use in the Work. Supplier is to provide Submittals responsive to the Contract.

E - PRELIMINARY SUBMITTAL Signifies Submittals of such preliminary nature that a determination of conformance with the design concept or compliance with the intent of the Contract must be deferred until additional information is furnished. Supplier is to submit such additional information to permit layout and related activities to proceed.

F - FOR REFERENCE, NO APPROVAL REQUIRED Signifies Submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins and similar data, all of which are useful to Engineer or Owner in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract. Engineer reviews such Submittals for general content but not for basic details.

G - DISTRIBUTION COPY (PREVIOUSLY APPROVED) Signifies Submittals which have been previously approved and are being distributed to Supplier, Owner, and others for coordination and construction purposes.

F. Instruction Books and Operating Manuals:
   1. In addition to electronic Submittals specified above, Equipment instruction books and operating manuals prepared by the manufacturer shall include the following:
      a. Index and tabs.
      b. Instructions for installation, start-up, operation, inspection, maintenance, parts lists and recommended spare parts, and data sheets showing model numbers.
      c. Applicable drawings.
      d. Warranties and guarantees.
      e. Name and address of nearest manufacturer-authorized service facility.
      f. All additional data specified.
   2. Each hard copy of the manuals shall be assembled and bound in black three-ring binders designed for rough usage. Binders shall be as specified below.
      a. Front covers and spine of the manuals shall be permanently marked with white lettering indicating Owner’s name, plant name, unit number, name of equipment, volume number if applicable, contract number, name of Supplier, Supplier’s address, and year of manufacture. See Appendix D of this SECTION for more details.

Manufacturer	ViaTech Publishing Solutions or approved equal 424 North Cedarbrook Avenue Springfield, Missouri 65802 1-800-888-0823
Binder type	Swing Hinge C78 Split Prong
Construction	Stiff binder board
Covering	Supported vinyl skytogen liner

Material and color	Black imitation leather (Material Code NV899)
Font	News Gothic Condensed
Imprinting	Foil stamp in accordance with Appendix D of this section. Imprinting color is to be white.
Capacities available	Split prong swing hinge 2 inch or 3 inch as required.

b. Binder capacities shall not exceed 3 inches, nor shall material included exceed the designed binder capacity. If material to be bound exceeds capacity rating, multiple volumes shall be furnished. Binder capacity should not be more than approximately ½- inch greater than the thickness of the material within the binder.

c. Submit mockup of cover and spine for Engineer's review.

G. Samples:

1. Office Samples shall be of sufficient size and quantity to clearly illustrate the following:
   a. Functional characteristics of the product, with integrally related parts and attachment devices.
   b. Full range of color, texture, and pattern.
   c. Material, manufacturer, pertinent catalog number, and intended use.

1.04 INFORMATIONAL SUBMITTALS:

A. Informational Submittals are comprised of technical reports, administrative Submittals, and guarantees which relate to the Work, but do not require Engineer approval prior to proceeding with the Work. Informational Submittals include:

1. Test reports.
2. Certification on Materials:
   a. Steel mill tests.
3. Shipping and/or packing lists.
4. Job progress schedules.
5. Equipment and Material delivery schedules.
6. Warranties and guarantees.
7. Welder qualification records.
8. Welding procedures qualification tests.
9. X-ray and radiograph reports.
10. Hydrostatic testing.

B. Transmittal of Informational Submittals:

1. All informational Submittals furnished by manufacturers and suppliers shall be submitted to Engineer by Supplier unless otherwise specified.
   a. Identify each informational Submittal by Project name and number, Contract title and number, and the Specifications SECTION and Article numbers marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
   b. At the time of each submission, call to the attention of Engineer in the letter of transmittal any deviations from the requirements of the Contract.
2. Quantity Requirements:
   a. Technical reports and administrative Submittals except as otherwise specified:
      (1) Paper: One copy each to Engineer and Owner.
      (2) Electronic: One copy each to Engineer and Owner.
3. Test Reports:

        a. Responsibilities of Supplier, Owner, and Engineer regarding tests and inspections of Equipment, Materials, and completed Work are set forth elsewhere in this Contract.
        b. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute one electronic copy of the test reports to Owner, Engineer, and Supplier.

C. Engineer's Review:
    1. Engineer will review informational Submittals for indications of Work or Material deficiencies.
    2. Engineer will respond to Supplier on those informational Submittals which indicate Work or Material deficiency.

PART 2 - PRODUCTS - Not Applicable.

PART 3 - EXECUTION - Not Applicable.

END OF SECTION 013301

SECTION 013301 APPENDIX A
Submittal Schedule

Legend: E = Electronic Copy; P(x) = Paper Copy (no. of copies); ARO = After Receipt of Order or Notice to Proceed

ID	**Description**	**Subject To LD's**	**With Bid (for bid evaluation and award)**	**For Acceptance (required prior to fabrication)**	**For Information / Certification / Construction (conformed including Owner's and Engineer's comments)**
1	Notice of Shipment				E – 30 Days prior to shipment
2	Recommended Installation & Commissioning Spare Parts		E		
3	Recommended Spare Parts		E		
4	Preliminary Work Progress Schedule				E – 15 Days ARO
5	Schedule of Submittals		E	E – 15 Days ARO	
6	Detailed Manufacturing Schedule with milestones for each piece of Equipment				E – 30 Days ARO
7	Detailed drawing list with submittal dates				E – 30 Days ARO
8	Detailed commissioning work Progress Schedule				E – 60 Days prior to delivery
9	NOT USED				
10	Preliminary O&M Manuals			E – 60 Days prior to earliest Guaranteed Delivery Date	
11	Installation Manuals			E – 60 Days prior to earliest Guaranteed Delivery Date	P (4), E – 30 Days prior to earliest Guaranteed Delivery Date
12	Final O&M Manuals				P (4), E – 30 Days prior to earliest Guaranteed Delivery Date
13	Packing Lists				P (1) – With each shipment
14	Bills of Materials			E – 60 Days ARO	
15	Unloading, Handling & Storage Requirements and Procedures				P (1), E – With Notice of Shipment
16	Material Safety Data Sheets (if applicable)				P (4), E – With Notice of Shipment and with each Shipment
17	Outline Drawing	Y	E	E – 30 Days ARO	
18	Foundation Loadings and Details	Y	E	E – 30 Days ARO	
19	Anchor Bolt and Setting Drawing	Y	E	E – 30 Days ARO	

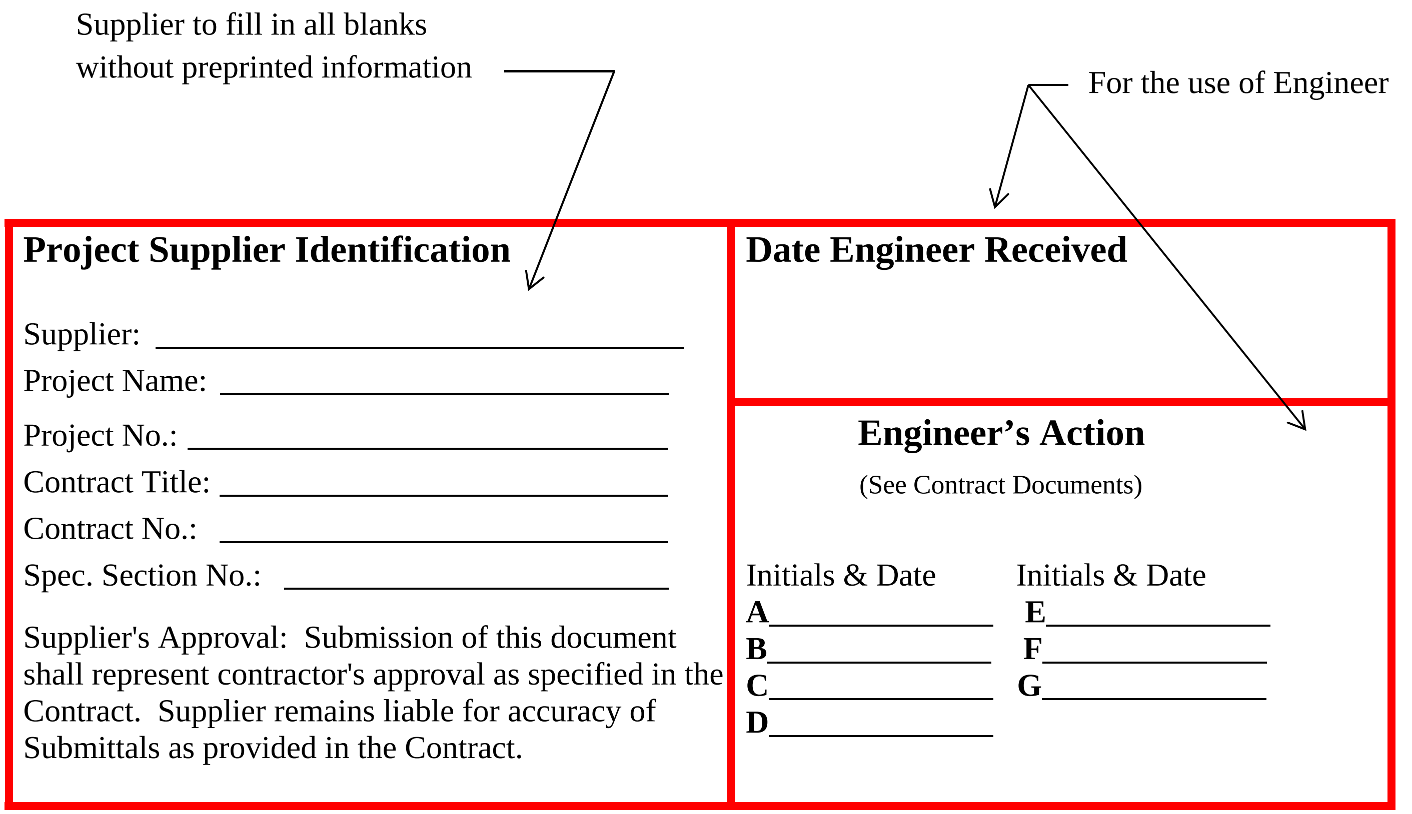
Submittal Schedule

Legend: E = Electronic Copy; P(x) = Paper Copy (no. of copies); ARO = After Receipt of Order or Notice to Proceed

ID	Description	Subject To LD's	With Bid (for bid evaluation and award)	For Acceptance (required prior to fabrication)	For Information / Certification / Construction (conformed including Owner's and Engineer's comments)
20	Crane/Hoist Schedule		E	E – 90 Days ARO	
21	Nameplate Drawing	Y	E	E – 30 Days ARO	
22	Electrical Schematics	Y		E – 30 Days ARO	
23	Interconnection Drawings	Y		E – 30 Days ARO	
24	CT Saturation Curves	Y		E – 30 Days ARO	
25	Bushing Drawings			E – 30 Days ARO	
26	Factory Test Schedule				E– 30 Days prior to test
27	Factory Test Procedure				E–21 Days prior to test
28	Factory Test Report				E – 15 Days after test

APPENDIX B

SUBMITTAL INFORMATION BLOCK



Supplier to fill in all blanks without preprinted information

For the use of Engineer

Project Supplier Identification

Supplier: ________________________________

Project Name: ___________________________

Project No.: _____________________________

Contract Title: ___________________________

Contract No.: ___________________________

Spec. Section No.: _______________________

Supplier's Approval: Submission of this document shall represent contractor's approval as specified in the Contract. Supplier remains liable for accuracy of Submittals as provided in the Contract.

Date Engineer Received

Engineer's Action

(See Contract Documents)

Initials & Date	Initials & Date
A_______________	**E**_______________
B_______________	**F**_______________
C_______________	**G**_______________
D_______________	

1. Use this decal on all shop drawings, whether prepared by Supplier or Sub-Supplier. Place as near as possible to the drawing title in the lower right corner.

2. Affix the gummed edge paper information blocks to all "product data" type Submittals immediately inside the front cover.

APPENDIX C
SUBMITTAL DESCRIPTION

System I/O list
- Tabulation of all inputs and outputs associated with a PLC or DCS to be used to control the supplied system.

Electrical Schematic
- Detailed schematics showing each and every light, switch, controller, relay, timer, etc., associated with a systems control circuit
- All voltage and current ratings
- Special wiring requirements (coax, high temp., etc.)

Control Panel Front View & Internal Wiring Diagram
- Physical diagrams of all supplied control panels (internal and external)
- All light and switches including color
- All wiring internal to the panel
- All Tagging/Labeling
- Panel NEMA rating

Electrical Load List
- Tabulation of all motors (load in hp)
- Tabulation of all variable speed drives (load in kW)
- Tabulation of all 120V vital ac loads (load in kW)
- Tabulation including hp, voltage, and number of phases

Electrical Equipment Layout
- Physical drawing showing the location of each of the electrical interface points and elevation of equipment in respect to the plant elevation
- Location of each device that requires Owner’s cable to be run to it

Equipment Installation Details
- Drawings showing how to install all devices that require field installation
- Details including support/mounting devices
- Instrument installation details including tubing installation from root valve to the instrument including tubing size, slope, valve manifold, etc.

Interconnection Wiring Diagrams
- Overall system diagram showing 100% of the field wiring required
- Interface of each device or panel being supplied in the system
- Voltage and current ratings

Control Logic Diagrams
- Normal start/stop sequence
- Alarm development
- Identification of all time delays
- Auto stop/start sequence
- Identification of digital control
- Identification of analog control

P&ID's
- System diagrams of all system piping
- Identification of all instruments, pressure switches, limit switches, temperature elements, etc.
- Identification of interface (PLC, DCS, or hard wired interlocks) for each device
- Identification of valves, pumps, etc.
- Identification of all pipe size, materials, and schedule

General Arrangement Drawings
- Dimension and location (plan and elevation) of all equipment including locating dimensions in respect to the plant columns and elevation of equipment in respect to the plant elevation
- Identification of all pull space requirements
- Identification of all access/maintenance requirements

Foundation Details
- Foundation details/outlines depicting overall dimensions, pad and blockout requirements, anchor bolt locations and details, and any additional information necessary to establish the foundation arrangement
- Either actual or "not-to-exceed" foundation design loads, and their points of application, for all applicable load cases and/or combinations (i.e., dead load, live load, wind, seismic, dynamic, etc.)
- Identification of loading directions, magnitudes, and any other permanent data required for the foundation design

Structural and Miscellaneous Steel
- Certified shop drawings and erection diagrams for all structural steel and miscellaneous steel
- Documents prepared in accordance with the AISC specification for the design, fabrication, and erection of structural steel for buildings

Outline Drawings
- Outline dimensional drawing
- Location of all interface connections (plan and elevation)
- Recommended/required mounting details clearly depicting bolting location, size, material, and projection requirements, or sufficient data such that the Engineer can establish such requirements (for dynamic equipment or machinery data include operating speeds, rotating masses, centers-of-gravity, eccentricities, etc.)
- Weight and center of gravity
- Type of interface connection (e.g., 150 lb. RF flange, welded, weld end preparation, wall thickness or schedule, etc.)
- Allowable loads for all nozzles
- Removal space/maintenance requirements
- Special rigging requirements
- Thermal movements of all nozzles (if applicable)

Piping Information
- Physical drawing showing the routing of all vendor supplied pipe
- Location of pumps, valves, traps, strainers, instrument connections, etc. on the piping drawing
- Location of all Owner/Vendor interface points (plan and elevation) for large and small pipe
- Drawing including locating dimensions in respect to the plant columns and elevation or centerline of equipment
- Allowable loads and movements for all interface points
- Support locations and details
- Identification of pipe sizes, materials, valves, pumps, insulation, etc.
- Field weld locations
- Wall/floor penetration requirements
- Pipe movements in excess of 1 inch
- Design/service conditions (temperature/pressure)

O & M Manuals
- Description of equipment
- Theory of operation
- Troubleshooting
- Equipment drawings
- Installation instructions
- Maintenance instructions
- Sub-supplier component list

APPENDIX D

TYPICAL INSTRUCTION BOOK COVER

Small Power
Transformers

Coffeyville
Municipal Light &
Power

Power
Generation
Station

CONTRACT
NUMBER 5120

VOLUME
NUMBER*

(Spine)

Coffeyville Municipal Light & Power	**36**
Power Generation Station	**24**
INSTRUCTION BOOK	**36**
FOR	**36**
SMALL POWER TRANSFORMERS	**36**
VOLUME NUMBER*	**36**
CONTRACT NUMBER 5120	**24**
SUPPLIER'S NAME	**24**
SUPPLIER 'S ADDRESS	**24**
SUPPLIER’S ORDER NUMBER	**24**
Equipment Tag Number(s)	**24**

(Cover)

NOTES:
1. All lettering shall be a block style font such as Arial.
2. All spine lettering shall be 14 point.
3. Cover lettering shall be point sizes indicated in column to right of cover illustration.
4. *Volume number required only if instructions are contained in more than one volume

Appendix E
Vendor Submittal Reference Document

Overview:

The following procedure is for vendors, suppliers, or contractors who will be issuing submittals to Burns & McDonnell (BMcD). If you have questions about uploading submittals, please email or call your BMcD contact.

It is a step by step guide on:

- Login options
    - Logging in
    - Resetting the Password
    - Forgotten Passwords
- Preparing and Delivering a Submittal
    - Creating a Submittal
    - Notification of Receipt
- Picking up a Reviewed or Rejected Submittal
    - Notification of Completed/Rejected Documents
    - Download of Completed/Rejected Documents

Logging In:

Log into BMcD WebTools at http://webtools.burnsmcd.com using the username and password sent to you by Burns and McDonnell's IT support group.

> **Note: Accounts are user specific. Do not share the username and password. Others who wish to access the system should request a separate account.**

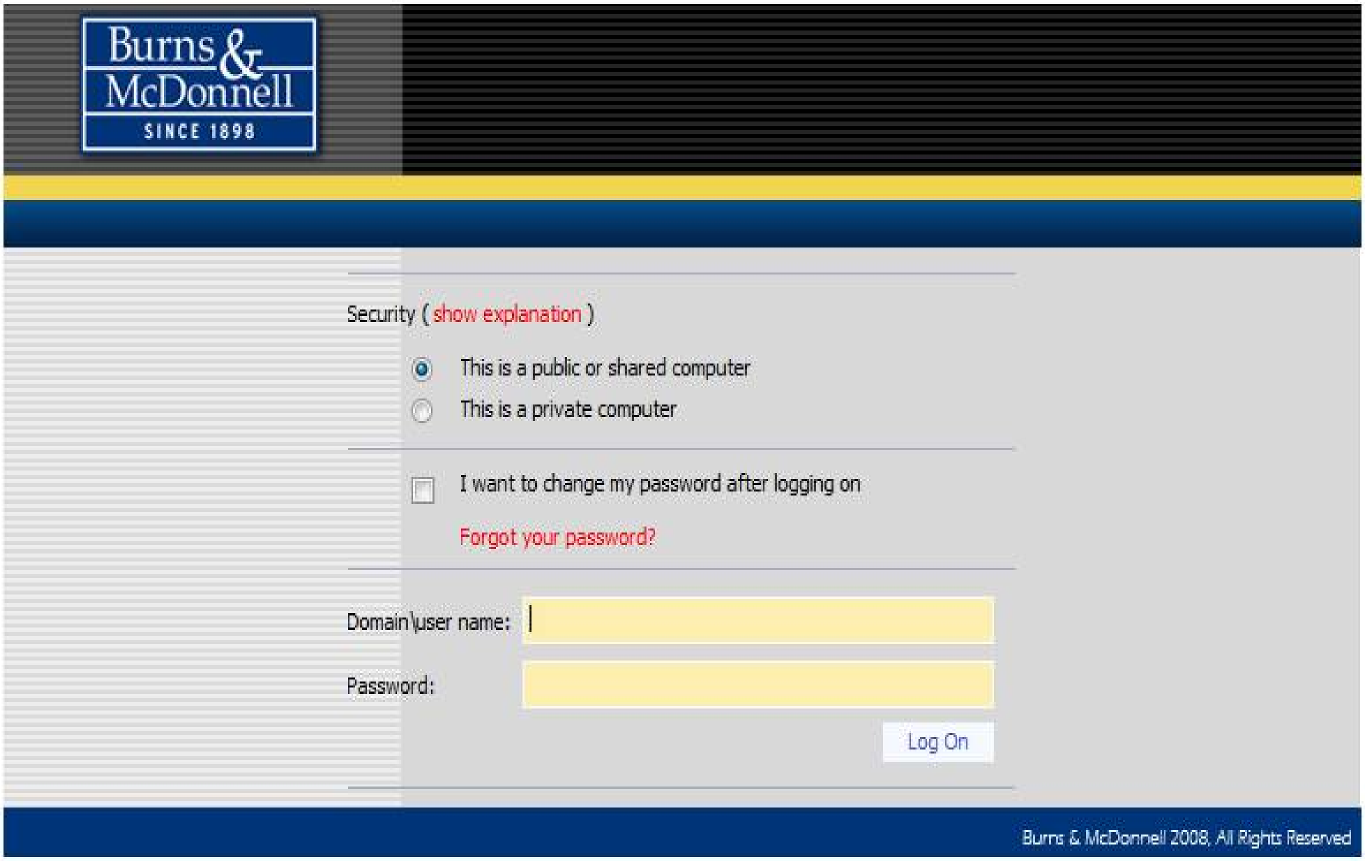
Previously you were not able to change the password you received, but now it can be reset after using the initial password from BMcD. After changing the password it cannot be changed again for 24 hours. Previously used passwords cannot be used again. The Domain is BMCDEXT and should preface your username.

To Login:

The Domain is BMCDEXT\and should be typed in before the user name. **Example: BMcDext\[user ID] so the information would be BMcDEXT\ext_jdoe.**

a. You may change your password by checking the box for I want to change my password after logging on.
b. If you forgot your password you can have a new password sent to you by clicking the "Forgot your password?"

Login Screen:



Security (show explanation)

● This is a public or shared computer
○ This is a private computer

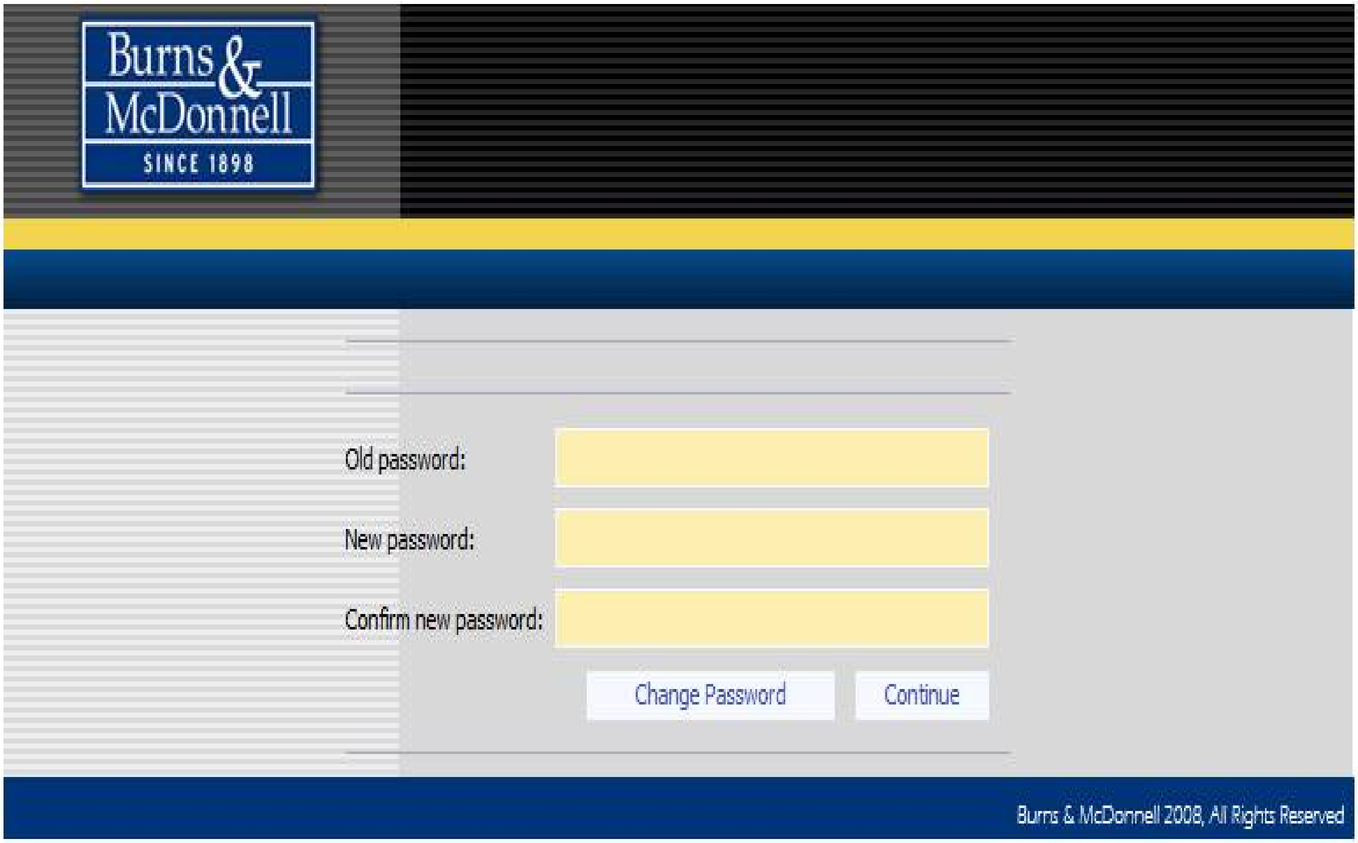
☐ I want to change my password after logging on

Forgot your password?

Domain\user name:

Password:

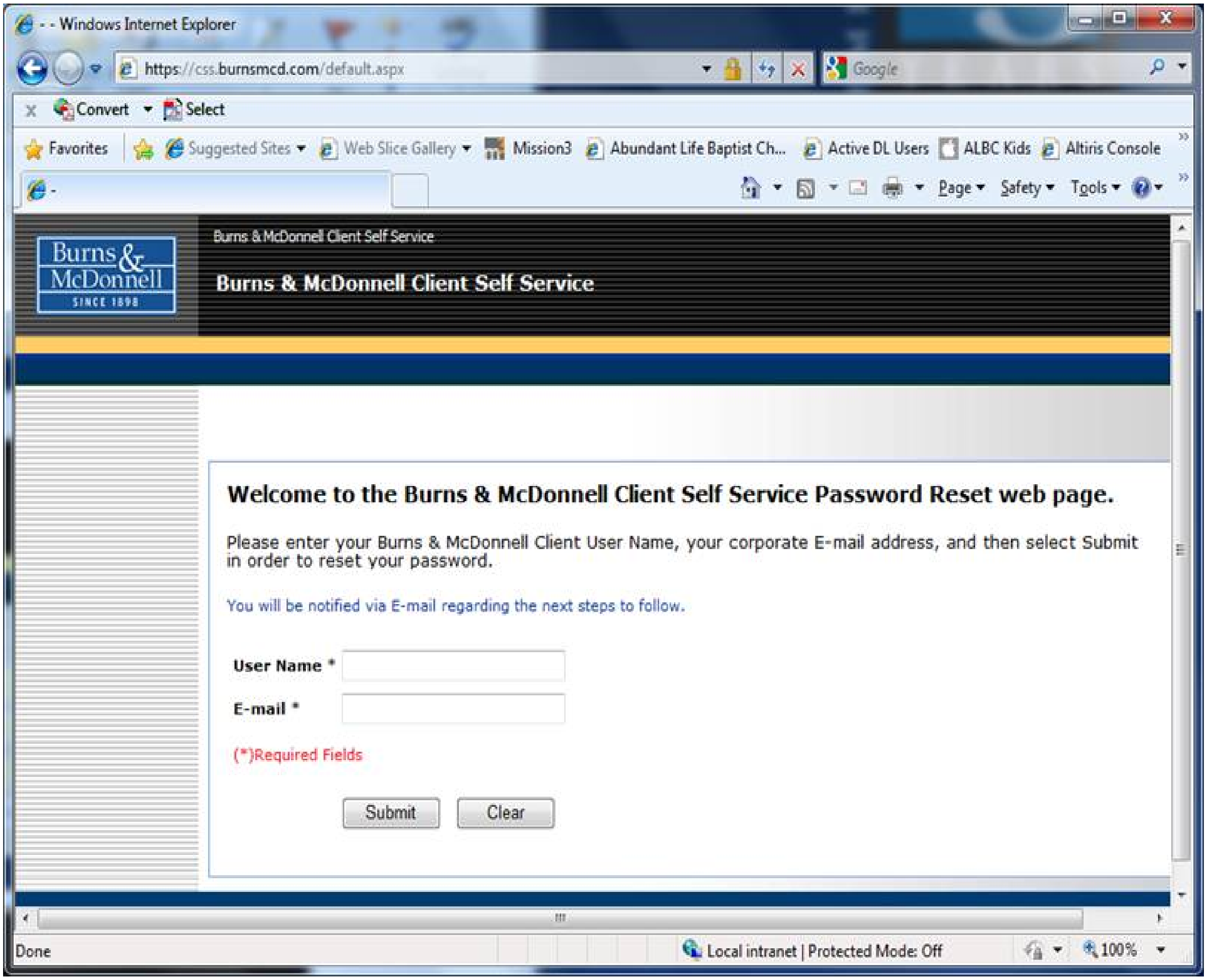
Set New Password screen:



- The new password must meet BMcD password requirements:
- The password has to be at least eight characters long.
- The password must contain characters from at least three of the following categories:
    - English uppercase characters (A - Z)
    - English lowercase characters (a - z)
    - Base 10 digits (0 - 9)
    - Non-alphanumeric (For example: !, $, #, or %)
    - The password cannot contain three or more characters from the user's account name.

If you forgot your password you can have a new password sent to you by clicking the "Forgot your password". If so, the following screen will appear for requesting a new password.

Request New Password screen:



Welcome to the Burns & McDonnell Client Self Service Password Reset web page.

Please enter your Burns & McDonnell Client User Name, your corporate E-mail address, and then select Submit in order to reset your password.

You will be notified via E-mail regarding the next steps to follow.

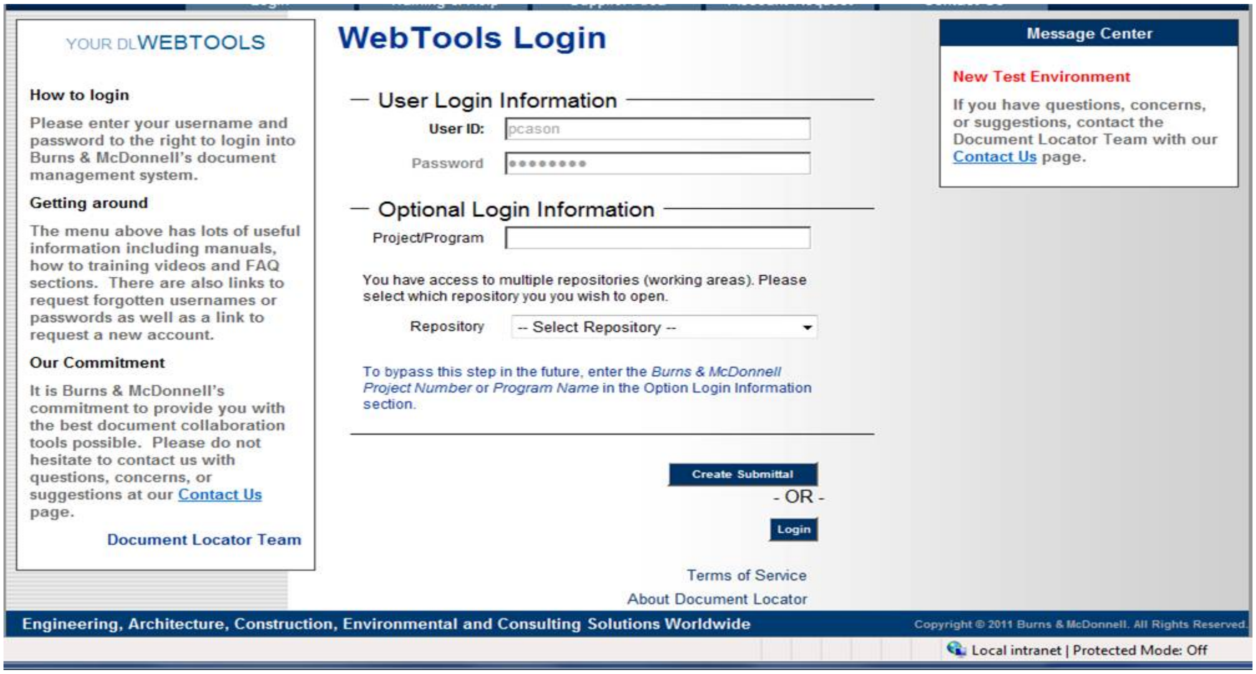
User Name *

E-mail *

(*)Required Fields

Creating a Submittal:

If your password does not need to be changed, use your current User ID and Password to log into WebTools.



YOUR DLWEBTOOLS

How to login

Please enter your username and password to the right to login into Burns & McDonnell's document management system.

Getting around

The menu above has lots of useful information including manuals, how to training videos and FAQ sections. There are also links to request forgotten usernames or passwords as well as a link to request a new account.

Our Commitment

It is Burns & McDonnell's commitment to provide you with the best document collaboration tools possible. Please do not hesitate to contact us with questions, concerns, or suggestions at our Contact Us page.

Document Locator Team

WebTools Login

User Login Information

User ID: pcason

Password ••••••••

Optional Login Information

Project/Program

You have access to multiple repositories (working areas). Please select which repository you you wish to open.

Repository -- Select Repository --

To bypass this step in the future, enter the *Burns & McDonnell Project Number* or *Program Name* in the Option Login Information section.

Message Center

New Test Environment

If you have questions, concerns, or suggestions, contact the Document Locator Team with our Contact Us page.

Engineering, Architecture, Construction, Environmental and Consulting Solutions Worldwide

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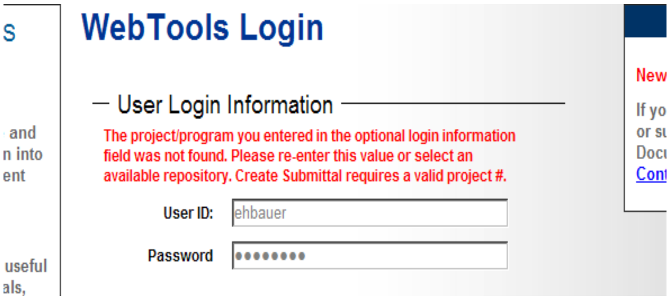
Local intranet | Protected Mode: Off

Your username and password information will be automatically populated into the BMcD Login screen.

1. To create a submittal click in the Project/Program text box and fill in with the appropriate project name or program number, then click Create Submittal.
   If a reminder of the appropriate project number is needed, log in to WebTools and view the available project number folders. By clicking on the "Documents" folder the list of available project number will be seen. Descriptions of those projects will be given on the right hand window pane. After the proper project number is verified, log back out to return to the Create Submittal option.
   Note: When creating a Submittal, the Repository information is not needed.

   If the number is incorrectly entered the following error message will be displayed. Check the number, if you believe you received this message in error you will need to contact your BMCD Document Control contact.



WebTools Login

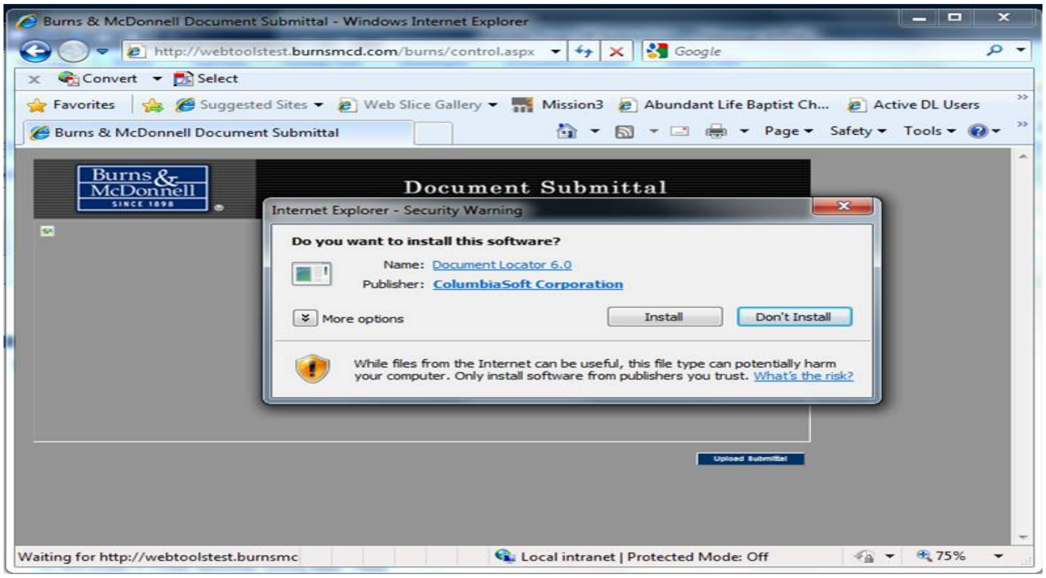
User Login Information

The project/program you entered in the optional login information field was not found. Please re-enter this value or select an available repository. Create Submittal requires a valid project #.

User ID: ehbauer

Password ••••••••

- If this is the first time you are visiting the Submittal screen then you will be prompted to load the ActiveX Add-On that will allow you to drag and drop documents into the screen. Click on Install to load the ActiveX Add-On.
  Note: Some companies prohibit the install of an ActiveX Add-On. If this is the case for your system administrators please contact your BMcD representative.



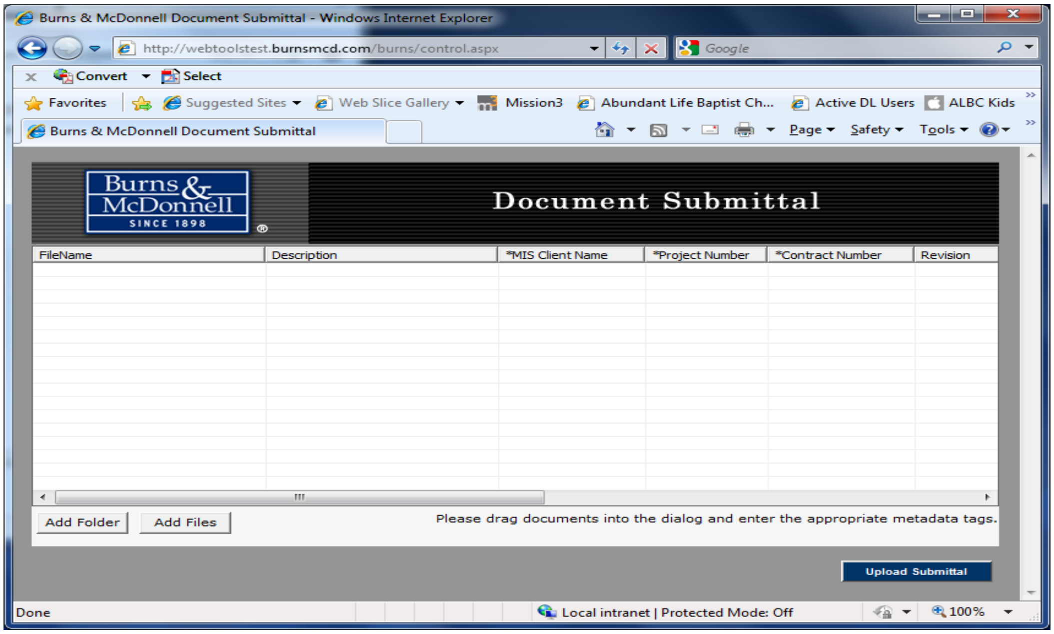
Do you want to install this software?

Name: Document Locator 6.0

Publisher: ColumbiaSoft Corporation

While files from the Internet can be useful, this file type can potentially harm your computer. Only install software from publishers you trust. What's the risk?

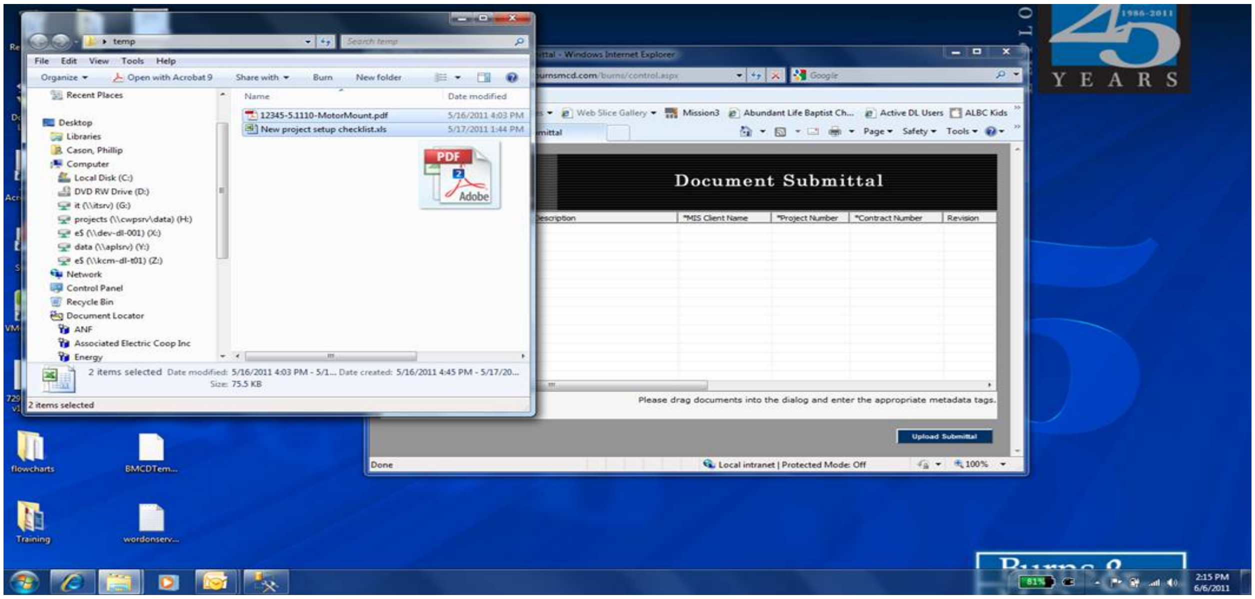
- After installing the Active X component, the window is now ready for files to be drag and dropped directly into the grid part of the window.



FileName	Description	*MIS Client Name	*Project Number	*Contract Number	Revision

Please drag documents into the dialog and enter the appropriate metadata tags.

2. Select the files from your system and drag them into the window.



12345-5.1110-MotorMount.pdf 5/16/2011 4:03 PM
New project setup checklist.xls 5/17/2011 1:44 PM

2 items selected Date modified: 5/16/2011 4:03 PM - 5/1... Date created: 5/16/2011 4:45 PM - 5/17/20...
Size: 75.5 KB

2 items selected

Please drag documents into the dialog and enter the appropriate metadata tags.

One of two options may be used in the Create Submittal window:

- Drag and drop a File
- Use the Add Folder or Add Files buttons in the Document Submittal window.

A vendor transmittal number will be assigned to the Submittal upon receipt. If preferred, a transmittal may be created and added to the list of files as a separate document. Please check with your project team for specific submittal needs.

- ➢ The Filename, client name, and project number will be pre-populated in the Create Submittal window. Before dragging the files into the window make sure they follow the file naming requirements.
- ➢ **Filename** should be the same as the Drawing Name or Document Number.

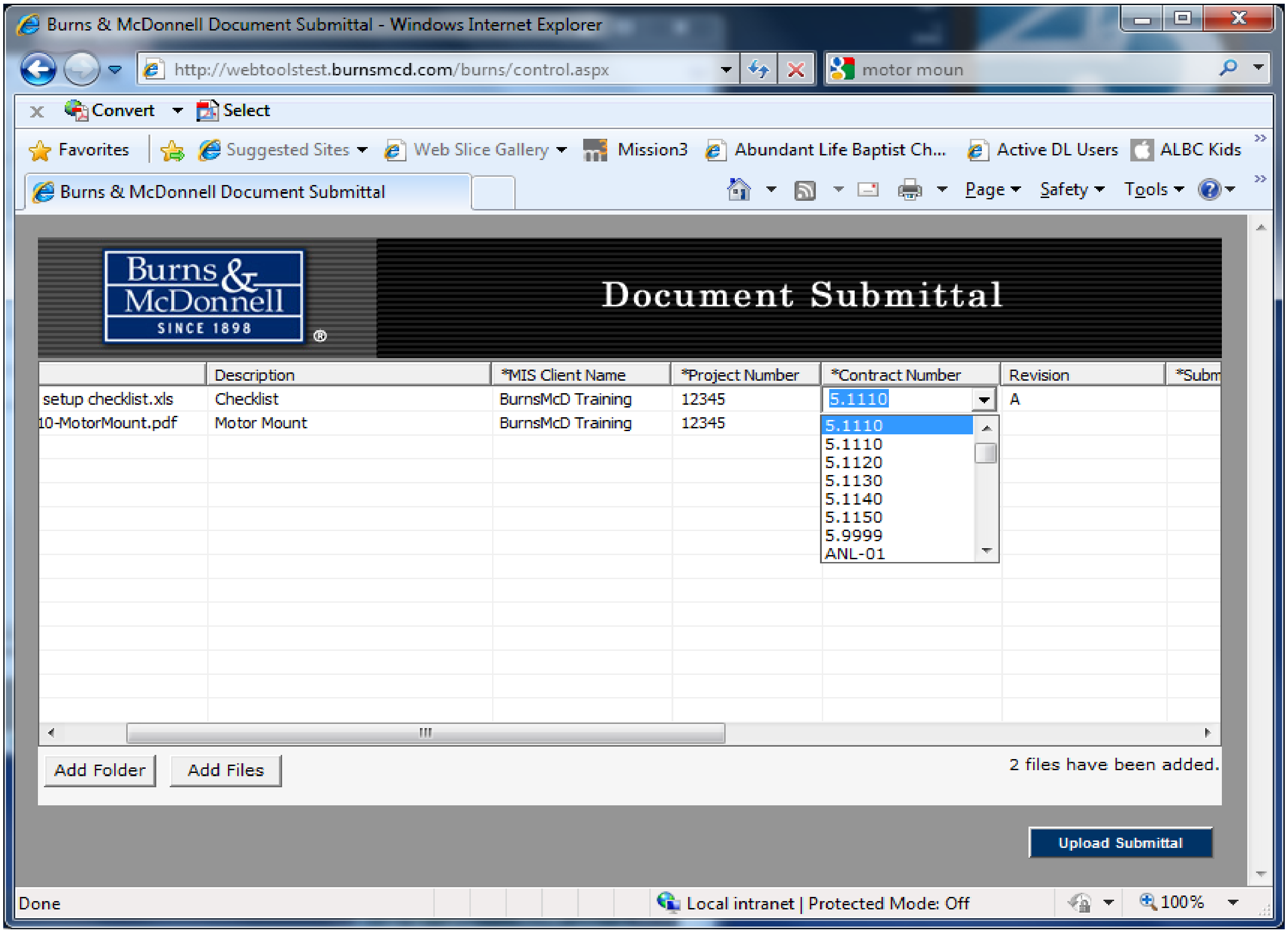
Do not include the following in the filenames:

a. Revision
b. Dates
c. Transmittal Information

Note: If the document is being resubmitted then the filename must match EXACTLY with the previous submittal name.

Valid filename examples: A07-9877-8-1.pdf, M-114-1-par.pdf, A-347-wps.pdf, 18555-18 ASME calcs.pdf, Terminal Point List.pdf

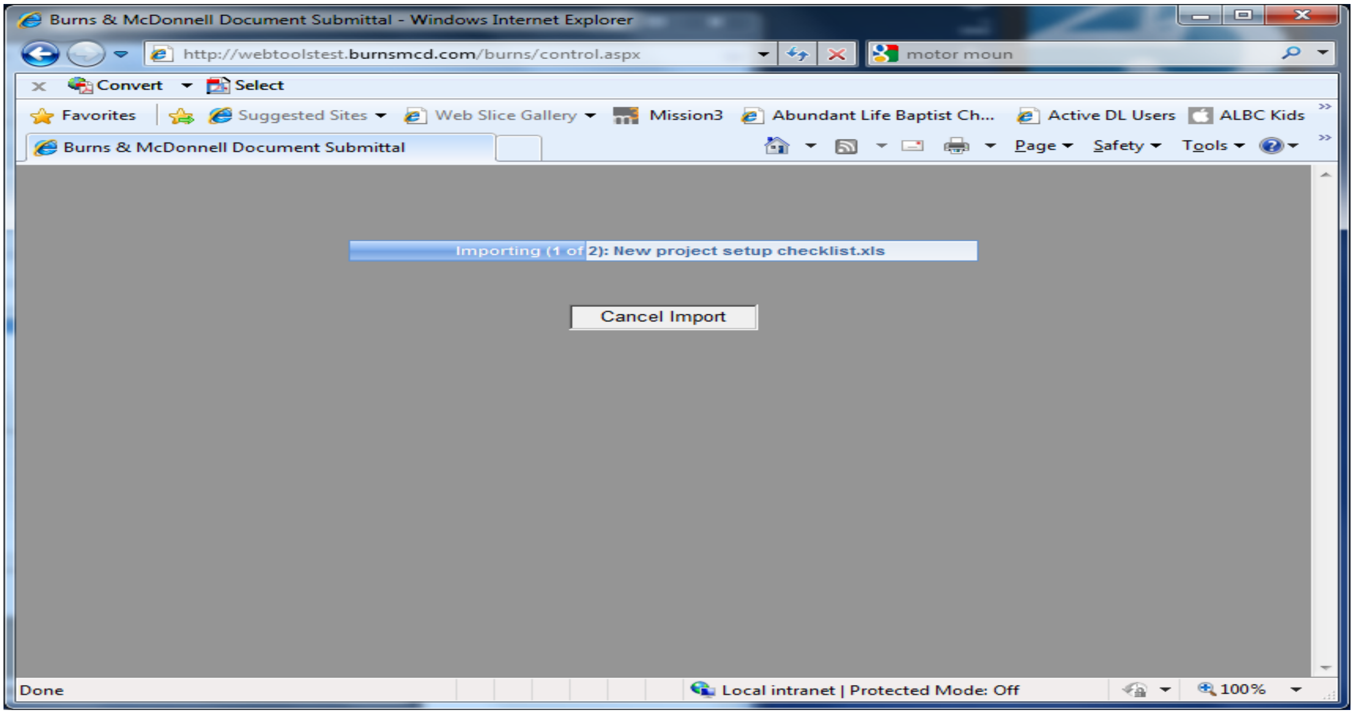
- **Description** is required and should relate to the **document title** from the title block of the drawing.
  Valid description include: General Arrangements, Weld Procedures, Code Calcs, Terminal Point List, Wiring Diagram – Analyzer.
- **Revision** should be the actual revision from the document title block. If the document does not have a revision enter a dash/hyphen (-).
- Items with an * in the column name are required. Items that do not include the * may still be required by your project. Please fill in as much detail as possible unless directed otherwise by your BMCD Document Control contact.
  Note: Columns in the window may be resized as needed. If a drop down list is supplied then only those values may be selected. To narrow a list of items or if a value is known, it may be typed or the copy/paste option may be used into the drop down.



	Description	*MIS Client Name	*Project Number	*Contract Number	Revision	*Subm
setup checklist.xls	Checklist	BurnsMcD Training	12345	5.1110	A	
0-MotorMount.pdf	Motor Mount	BurnsMcD Training	12345			

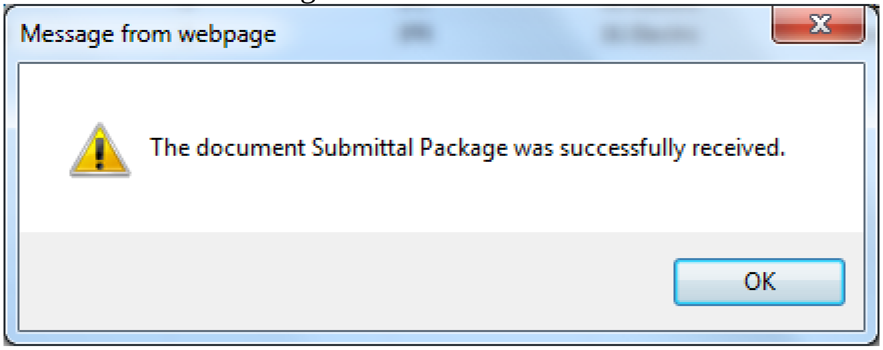
2 files have been added.

3. Click on the Upload Submittal and the files will begin to load.



Importing (1 of 2): New project setup checklist.xls

4. When complete you will be prompted that the Package was successfully received. Click OK and you will be returned to the Login Window.



The document Submittal Package was successfully received.

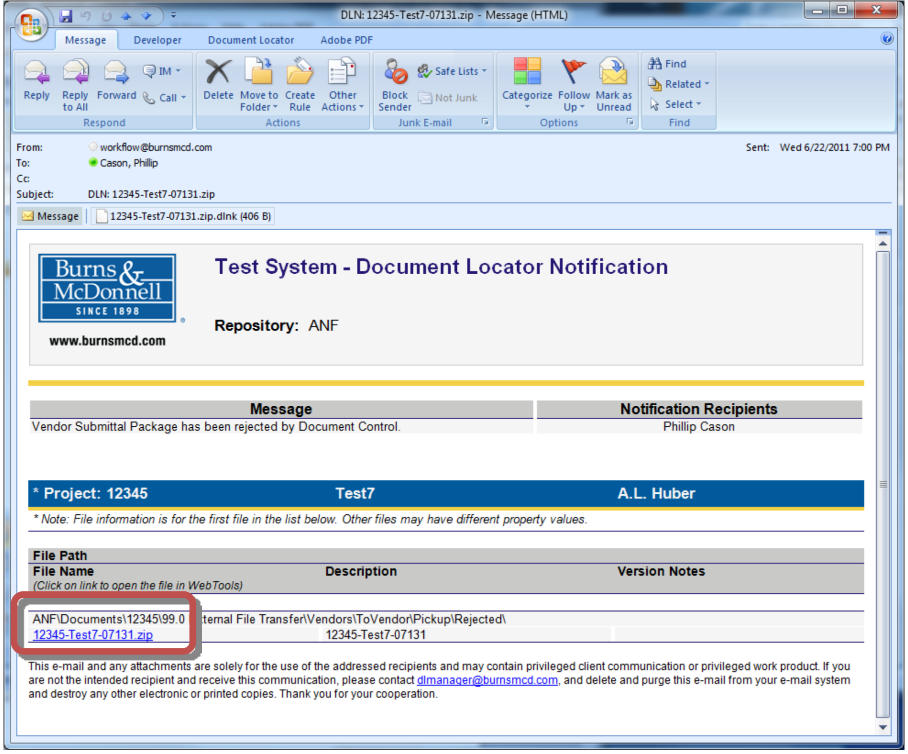
Notification of Receipt:

Within a few minutes you will receive an email notice that will include a link to a transmittal receipt. If there is a correction made to the submittal you may receive an additional notice that will include a link to the updated transmittal receipt.

Picking up a Reviewed Submittal

If your Submittal is being return after a review or is rejected, you will receive an email from the system with a link to a zip file consisting of the files.

1. To pick up the files, Click the File link.



From: workflow@burnsmcd.com
To: Cason, Phillip
Cc:
Subject: DLN: 12345-Test7-07131.zip
Sent: Wed 6/22/2011 7:00 PM

Message | 12345-Test7-07131.zip.dlnk (406 B)

www.burnsmcd.com

Test System - Document Locator Notification

Repository: ANF

Message	Notification Recipients
Vendor Submittal Package has been rejected by Document Control.	Phillip Cason

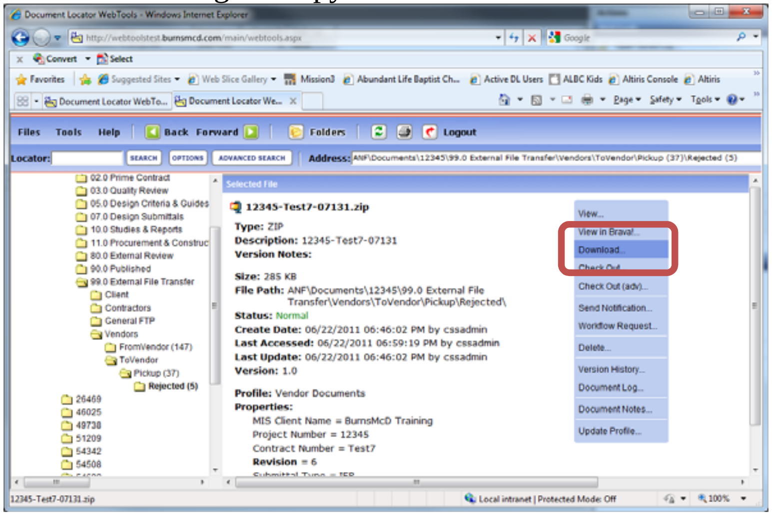
*** Project: 12345** **Test7** **A.L. Huber**

** Note: File information is for the first file in the list below. Other files may have different property values.*

File Path **File Name** *(Click on link to open the file in WebTools)*	**Description**	**Version Notes**
ANF\Documents\12345\99.0 External File Transfer\Vendors\ToVendor\Pickup\Rejected\		
12345-Test7-07131.zip	12345-Test7-07131	

This e-mail and any attachments are solely for the use of the addressed recipients and may contain privileged client communication or privileged work product. If you are not the intended recipient and receive this communication, please contact dlmanager@burnsmcd.com, and delete and purge this e-mail from your e-mail system and destroy any other electronic or printed copies. Thank you for your cooperation.

2. After logging into WebTools you will be directed to the document for pickup. Click on Download to get a copy of the file.



Address: ANF\Documents\12345\99.0 External File Transfer\Vendors\ToVendor\Pickup (37)\Rejected (5)

12345-Test7-07131.zip
Type: ZIP
Description: 12345-Test7-07131
Version Notes:

Size: 285 KB
File Path: ANF\Documents\12345\99.0 External File Transfer\Vendors\ToVendor\Pickup\Rejected\
Status: Normal
Create Date: 06/22/2011 06:46:02 PM by cssadmin
Last Accessed: 06/22/2011 06:59:19 PM by cssadmin
Last Update: 06/22/2011 06:46:02 PM by cssadmin
Version: 1.0

Profile: Vendor Documents
Properties:
MIS Client Name = BurnsMcD Training
Project Number = 12345
Contract Number = Test7
Revision = 6

3. Select a location on your hard drive to save the file and click ok.

SECTION 016001 - EQUIPMENT AND MATERIALS

PART 1 - GENERAL

1.01 SUMMARY:

A. This SECTION includes general requirements for transportation and handling, delivery, storage, and protection of Supplier-furnished Equipment and Materials.

B. Related SECTIONS:

1. Submittals: SECTION 013301.

1.02 DEFINITIONS:

A. Terms used in this SECTION are not intended to negate the meaning of other terms used in the Contract , including such terms as "systems," "structures," "finishes," "accessories," "furnishings," "special construction," and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

1.03 QUALITY ASSURANCE:

A. Equipment and Material incorporated into the Work:

1. Conform to the Specifications and applicable codes, standards, and requirements of regulatory agencies.
2. Provide Products that comply with the requirements of the Contract, undamaged and, unless otherwise indicated, new and unused at the time of installation. Provide Products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
    a. Standard Products: Where they are available and comply with the Specifications, provide standard Products of types that have been produced and used successfully in similar situations on other projects.
    b. Continued Availability: Where, because of the nature of its application, Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard Products for which the manufacturer has published assurances that the products and its parts are likely to be available to Owner at a later date.
3. Comply with size, make, type, and quality specified, or as specifically approved in writing by Owner.
4. Manufactured and Fabricated Products:
    a. Design, fabricate, and assemble in accordance with the applicable standard trade, engineering, and shop practices.
    b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    c. Two or more items of the same kind shall be identical, by the same manufacturer.
    d. Equipment and Material shall be suitable for service conditions intended.
    e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing by Owner.
5. Do not use Material or Equipment for any purpose other than that for which it is designed or is specified.

B. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated Equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    a. Name of product and manufacturer including address and telephone number.
    b. Model and serial number.
    c. Capacity.
    d. Speed.
    e. Ratings.

C. Electronic Equipment Compliance:
1. Supplier warrants that all equipment, devices, items, systems, software, hardware, or firmware provided shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing). This warranty supersedes anything in the Contract which might be construed inconsistently. This warranty is applicable whether the equipment, device, item, system, software, hardware, or firmware is specified with or without reference to a manufacturer's name, make, or model number.

1.04 TRANSPORTATION AND HANDLING:

A. Shipment Preparation:
1. Supplier shall prepare Equipment and Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage. Provisions for protection shall include the following:
    a. Crates or other suitable packaging materials.
    b. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
    c. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
    d. Grease packing or oil lubrication in all bearings and similar items.

B. Marking: Tag or mark each item of Equipment and Material as identified in the delivery schedule or on Submittals and include complete packing lists and bills of material with each shipment. Each piece of every item need not be marked separately provided that all pieces of each item are packed or bundled together, and the packages or bundles are properly tagged or marked.

C. Bills of Material: Supplier shall mail bills of material to Engineer prior to delivery of each shipment and shall include bills of material with each shipment.

D. Delivery:
1. Furnish Engineer all requirements for unloading and handling of Equipment and Materials upon delivery sufficiently in advance to allow installing contractor sufficient preparation time. Include type and capacity of unloading equipment required as applicable.
2. Deliver Equipment and Materials in an undamaged condition, in original containers or packaging, with identifying labels intact and legible.
3. Mark partial deliveries of component parts to identify the Equipment or Material, to permit easy accumulation of parts, and to facilitate assembly.

E. Receipt and Unloading:
1. Deliver all Equipment and Materials complete with packing lists and bills of material. Installing contractor will furnish receipts to shipper upon delivery.

2. Installing contractor will receive, check, unload, inventory, accept, and store all Equipment and Materials delivered to the Point of Delivery in accordance with proper notice. Installing contractor will report any damage to prior to or during unloading and notify Owner's site representative of any shortage at time of delivery. Owner's site representative will verify such reports and so notify Supplier.

1.05 STORAGE AND PROTECTION:

A. Storage Requirements:

1. Furnish Engineer all requirements for storage and protection of all Equipment and Materials with notice of shipment, to allow installing contractor sufficient preparation time.
2. Installing contractor will furnish all facilities needed for storage of Equipment at the Project Site.
3. Installing contractor will assume responsibility for and protect all Equipment in accordance with Supplier's recommendations.

PART 2 - PRODUCTS - Specified in applicable Sections.

PART 3 - EXECUTION - Not Applicable.

END OF SECTION 016001

SECTION 017801 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY:

A. Related Work Specified Elsewhere:
   1. Prerequisites for final acceptance and payment: Attachment A Commercial Terms & Conditions.
   2. Submittals: SECTION 013301.
   3. Warranties: Attachment A Commercial Terms & Conditions.

1.02 REQUIREMENTS FOR FINAL PAYMENT:

A. Unless otherwise required elsewhere by this Contract, the following shall be furnished to Owner prior to application for final payment.
   1. Maintenance and operating instructions.
   2. Guarantees.
   3. Certifications of inspection.
   4. "Record Document" Submittals.
   5. Other documents as required by the Contract.
   6. Spare parts.

1.03 PROJECT RECORD DOCUMENTS:

A. General: Maintain at the Supplier's facilities one record copy of:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Approved Shop Drawings, Product Data, and Samples.

B. Recording:
   1. Label each document "PROJECT RECORD" in neat, large, printed letters.
   2. Record information concurrently with fabrication or Field Services progress.
   3. Record Drawings: Legibly mark to record actual construction:
      a. Where Submittals are used for mark-up, record a cross-reference at corresponding location on Drawings.
      b. Field changes of dimension and detail.
      c. Changes made by Change Order or other modifications to the Contract. Note related Change Order numbers where applicable.
      d. Details not on original drawings included in the Contract.
   4. Record Specifications and Addenda: Legibly mark each Section to record:
      a. Manufacturer, trade name, catalog number, and supplier of each product and item of Equipment actually furnished, particularly optional and substitute items.
      b. Changes to the Contract made by addendum, Change Order, or other modifications.
      c. Related Submittals.
   5. Record Product Data: Maintain one copy of each product data Submittal, and mark-up significant variations in actual Work in comparison with submitted information.
      a. Include both variations in product as delivered to Point of Delivery, and variations from manufacturer's instructions and recommendations for installation.
      b. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily observed. Note related Change Orders and mark-up of record drawings and specifications.

6. Miscellaneous Record Submittals: Refer to other SECTIONS of these Specifications for requirements of miscellaneous record keeping and Submittals in connection with actual performance of the Work.
7. Instruction Books and Operating Manuals: Specified in SECTION 013301.
8. Electronic Documentation:
    a. Provide electronic versions of record documents showing "as-constructed" conditions, master field drawing list showing final revisions, instruction books, and operating manuals on CD-ROM or flash drive in searcheable Adobe PDF and AutoCAD 2012 or later.

C. Delivery:
1. Deliver Record Documents to Owner.
2. Accompany submittal with transmittal letter in duplicate, containing:
    a. Date.
    b. Contract title and number.
    c. Supplier's name, address, and telephone number.
    d. Number and title of each Record Document.
    e. Signature of Supplier's authorized representative.

1.04 WARRANTIES AND BONDS:

A. Specified in Attachment A Commercial Terms & Conditions.

PART 2 - PRODUCTS - Not Applicable.

PART 3 - EXECUTION - Not Applicable.

END OF SECTION 017801

DIVISION 26 - ELECTRICAL

SECTION 260002 - ELECTRICAL EQUIPMENT - GENERAL TECHNICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

A. The electrical Equipment supplied under this Contract will be used in conjunction with Owner's new natural gas fired reciprocating engine plant.

B. Furnish new Equipment with all auxiliary items except those specified as furnished by Owner, required for complete Equipment systems as specified. This shall include all materials required for complete field assembly, installation, and operation.

C. Furnish to coordinate completely in physical arrangement, and physical and electrical connections to Equipment and structures furnished by Owner.

1.02 REFERENCES:

A. Applicable Codes and Standards:
  1. American Society for Testing and Materials (ASTM):
    a. A6 - General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bar for Structural uses.
    b. A36 - Carbon Structural Steel.
    c. A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged-Steel Shapes, Plates, Bars, and Strip.
    d. A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
    e. A283 - Low and Intermediate Tensile-Strength Carbon-Steel Plates, Shapes and Bars.
    f. A325 - High-Strength Bolts for Structural Steel Joints.
    g. B187 - Copper Bus Bar, Rod and Shapes.
    h. B236 - Aluminum Bars for Electrical Purposes (Bus Bars).
    i. B317 - Extruded Aluminum-Alloy Bars, Rods, Pipe, and Structural Shapes for Electrical Purposes.

1.03 DELIVERY :

A. Ship Equipment as completely assembled as possible, within construction limitations at Owner's Site. Factory-install all component Equipment specified. Ship Equipment assemblies with all components completely installed, other than normal draw-out type components such as removable breaker elements.

B. Tag and package all maintenance equipment, spare parts, and special tools separately. Identify on bill of lading as "Owner's Spare Parts."

1.04 EQUIPMENT QUALIFICATION:

A. All Equipment and Material designs furnished shall be identical to equipment and material designs having an acceptable history of domestic service for a period of not less than three years at comparable temperature, voltage, and design stress levels.

B. Equipment and Material designs with less than three years of actual service will be considered from established manufacturers, but shall be furnished only if accepted by Engineer and Owner prior to award of Contract.

C. All major Equipment furnished shall be manufactured at Supplier's own plants, unless otherwise approved by Engineer. Minor auxiliary items not manufactured by Supplier shall be supplied by manufacturers approved by Engineer.

1.05 JOB CONDITIONS:

A. See conditions as stated in SECTION 011100.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. Furnish Equipment of dead front construction.

B. Furnish Materials suitable for their application, and for the mechanical and electrical stresses to which they will be subjected.

C. Furnish all current-carrying parts of high-conductivity copper unless specified otherwise.

D. Silverplate or tinplate all primary current connections and joints. Plating shall be done after all drilling and cutting operations are completed.

E. Provide space, cutouts, drilling, and blank plates for future equipment and for equipment installed by others where specifically indicated.

F. Engraved laminated plastic nameplates shall be as follows:

  1. Fabricated from laminated matte finish white plastic with black core. Size of nameplates:
     a. 1-1/2 inches high and 6 inches long for "Master" nameplates, with 3/8-inch letters.
     b. 1 inch high and 2 to 3 inches nominal length for individual device nameplates with 3/16-inch letters.
  2. Engrave designations as required later by the Engineer.
  3. Attach nameplates by permanent adhesive or screws. Double-sided tape is not acceptable.

G. Wiring:

  1. Furnish all wiring integral to all Equipment, including wiring across shipping splits and, where specifically indicated, wiring for future equipment and for equipment installed by Others. Factory install all wiring integral to each shipping group, one end of all wiring across shipping splits, and one end of all wiring for future equipment and for equipment installed by others.
  2. Make all internal wiring connections at Equipment terminals or terminal blocks; splices in wiring will not be acceptable.
  3. Terminate all points requiring external wiring connections, all points requiring field connection to wiring leads from other shipping sections, and all spare contacts on control switches, auxiliary switches, and lockout relays at numbered points on terminal blocks located in the Equipment control compartments.
  4. Connect all wiring as indicated on approved Supplier's and Engineer's schematic and connection drawings.
  5. Group terminal blocks for external connection to conveniently receive the Owner's cables. Locate terminal blocks for connections across shipping splits adjacent to the split. Terminal blocks for external connection on draw-out breakers shall be fully accessible with the removable breaker element in either the "connected" or "test" position.
  6. Terminate all current transformer secondary leads individually on short-circuiting type terminal blocks located in the control compartment. Connect the current transformer in wye or delta, as required, on the external connection side of this terminal block. Where a current transformer secondary circuit is connected to devices internal and external to the equipment, furnish a second short-circuiting type terminal block for external wiring connections.
  7. No more than two wires shall be terminated at any one terminal block stud or screw.

8. Use stranded, tinned copper switchboard wire, insulated for 600VAC, 90°C copper temperature, Type SIS, as follows:

Type of Circuit	Minimum Wire Size
Indicating light or annunciator	12 AWG
Transducer outputs	16 AWG (shielded)
Circuit breaker close or trip	12 AWG
Current transformer secondary circuits	10 AWG
Potential transformer secondary	12 AWG
Power supply branch circuit	12 AWG
Main ac power supply and main AC control buses	10 AWG
Main dc power supply and main DC control buses	8 AWG

9. Install internal wiring in horizontal and vertical wiring troughs or neatly dressed wire bundles for easy accessibility to interior wiring.
10. Label all wires at equipment studs and terminal blocks with slip-on wire sleeves stamped to indicate wire number and destination terminal number for opposite end of conductor as indicated on approved connection drawings.
11. Connect all internal grounds to the Equipment internal ground bus.
12. Terminate all internal wiring individually with pre-insulated ring-tongue-type compression terminals on stud or screw-type terminals. Termination of bare wire is not acceptable.
13. Terminate all potential transformer secondaries on a set of terminal blocks, located to provide convenient access.

H. Terminal Blocks:
1. All terminal blocks shall be heavy duty, rated not less than 30 amperes, 600 volts.
2. Terminal blocks for external circuits (except in 480-volt motor control centers) shall be General Electric EB-25.
3. Terminal blocks for current transformer circuits shall be short-circuiting type. Furnish General Electric Type EB-27. Furnish with covers and sufficient shorting screws for each terminal.
4. Identify each terminal on each block with a permanent designation.
5. Mount terminal blocks vertically in rows with provisions for supporting external control cables entering from the top or bottom.

I. Finish:
1. Apply finish to all steel surfaces of Equipment.
2. Clean and treat surfaces with phosphatizing process or equal and apply all necessary filler before application of finish.
3. Apply a corrosion-resistant prime coat of paint and at least two finish coats of standard, ANSI 70 light gray paint.
4. Hot-dip galvanize all steel supporting structures and hardware in accordance with ASTM A123 and A153.

2.02 ELECTRONIC EQUIPMENT COMPLIANCE:

A. Supplier warrants that all equipment, devices, items, systems, software, hardware, or firmware provided shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing). This warranty supersedes anything in the Specifications or other Contract Documents which might be construed inconsistently. This warranty is applicable whether the equipment, device, item, system, software, hardware, or firmware is specified with or without reference to a manufacturer's name, make, or model number.

PART 3 - EXECUTION

A. Owner and Engineer shall be allowed to visit the plant at any point throughout the manufacturing of the Equipment to verify schedule progress without a Contract Price increase after award of the Contract.

END OF SECTION 260002

SECTION 261200 – SMALL POWER TRANSFORMERS

PART 1 - GENERAL

1.01 SUMMARY:

A. Work in this Section includes furnishing the following:
   1. The following dry-type cast-coil distribution transformers:
      a. 00-EAP-TFM-011 – 13.8kV/480V, 2,000/2,667 kVA
      b. 00-EAP-TFM-012 – 13.8kV/480V, 2,000/2,667 kVA
      c. 00-EAP-TFM-013 – 12.47kV/480V, 1,500/2,000 kVA
   2. Maintenance equipment and spare parts as specified.

B. Furnish Equipment suitable for operation on the following systems as follows:
   1. For 00-EAP-TFM-011 and 00-EAP-TFM-012
      a. Primary (HV): 13,800V, three-phase, delta-wound, which may either be ungrounded or resistance grounded depending on generator breaker status.
      b. Secondary (LV): 480V, three-phase, high-resistance grounded wye.
   2. For 00-EAP-TFM-013
      a. Primary (HV): 12,470V, three-phase, grounded wye system.
      b. Secondary (LV): 480V, three-phase, high-resistance grounded wye.

C. The Equipment specified in this Section shall also conform to the requirements of SECTION 260002.

1.02 REFERENCES:

A. Applicable Codes and Standards: Design, fabricate, assemble and test all equipment furnished to conform to the following codes and standards:
   1. American National Standards Institute (ANSI).
   2. American Society for Testing and Materials (ASTM):
      a. A6 - General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bar for Structural uses.
      b. A36 - Structural Steel.
      c. A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged-Steel Shapes, Plates, Bars, and Strip.
      d. A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
      e. A283 - Low and Intermediate Tensile-Strength Carbon-Steel Plates, Shapes and Bars.
      f. A325 - High-Strength Bolts for Structural Steel Joints.
      g. B187 - Copper Bus Bar, Rod and Shapes.
      h. B236 - Aluminum Bars for Electrical Purposes (Bus Bars).
      i. B317 - Extruded Aluminum-Alloy Bars, Rods, Pipe, and Structural Shapes for Electrical Purposes.
   3. Institute of Electrical and Electronics Engineers (IEEE):
      a. C57.12.01 - General Requirements for Dry-Type Distribution and Power Transformers, Including Those with Solid-Cast and/or Resin Encapulated Windings.
      b. C57.12.51 - Ventilated Dry-Type Power Transformers, 501 kVA and Larger, Three-Phase, with High-Voltage 601 V to 34 500 V; Low-Voltage 208Y/120 V to 4160 V - General Requirements.
      c. C57.12.70 - Standard Terminal Markings and Connections for Distribution and Power Transformers.
      d. C57.12.80 - Terminology for Power and Distribution Transformers.
      e. C57.12.91 - Test Code for Dry-Type Distribution and Power Transformers.

        f. C57.13 - Requirements for Instrument Transformers.
    4. National Electrical Manufacturer's Association (NEMA):
        a. CC1 - Electric Power Connection for Substations.
        b. ST-20 - Dry Type Transformers for General Applications.
        c. TR1 - Transformers, Regulators and Reactors.

1.03 SUBMITTALS:

A. Submit as specified in DIVISION 1.

B. Includes, but not limited to, the following:
1. Transformer nameplate drawings.
2. Arrangement and outline drawings.
3. Bushing and connection drawings.
4. Installation drawings.
5. AC and DC schematic diagrams.
6. Wiring diagrams including external connection terminals.
7. Instrument transformer performance curves and data.
8. Instruction books.

C. In addition to other submittal requirements, final drawings shall be furnished as AutoCAD 2012 or later files on compact discs.

1.04 QUALITY ASSURANCE:

1. Factory Tests: Submit certified statements that the Equipment furnished has passed the design and production tests in conformance with the standards listed. The following factory test shall be made on these transformers. All tests shall conform to IEEE C57.12.91 for dry-type power transformers. The manufacturer shall state by which method the test was made if method is not specifically stated below.
2. Insulation Resistance:
    a. Each winding to ground and to other windings.
    b. Core-to-ground, core form transformers only.
3. Winding ratio test on normal and all tap positions.
4. Winding polarity and phase relation.
5. No load loss at rated voltage.
6. Load loss at guarantee load point.
7. Exciting current at rated voltage and on the rated voltage connection.
8. Impedance.
9. Applied potential tests.
10. Induced potential tests.
11. Other manufacturers’ standard factory tests on transformer.

1.05 DELIVERY:

A. Ship Equipment as completely assembled as possible, within construction limitations at Owner's Site. Factory-install all component Equipment specified. Ship Equipment assemblies with all components completely installed.

B. Tag and package all maintenance equipment, spare parts, and special tools separately. Identify on bill of lading as "Owner's Spare Parts."

1.06 JOB CONDITIONS:

A. See conditions as specified in SECTION 011100.

1. Furnish Equipment and Materials which will be capable of meeting the specified ratings and performance under the altitude and ambient temperature conditions specified. Nameplate data shall be for the conditions specified.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. Furnish Equipment of dead front construction.
- B. Furnish Materials suitable for their application, and for the mechanical and electrical stresses to which they will be subjected.
- C. All major Equipment furnished shall be manufactured at Supplier's own plants, unless otherwise approved by Engineer. Minor auxiliary items not manufactured by Supplier shall be supplied by manufacturers approved by Engineer.
- D. Furnish all current-carrying parts of high-conductivity copper unless specified otherwise.
- E. Silver plate or tinplate all primary current connections and joints. Plating shall be done after all drilling and cutting operations are completed.
- F. Provide space, cutouts, drilling, and blank plates for future equipment and for equipment installed by others where specifically indicated.
- G. Finish:
  - 1. Apply finish to all steel surfaces of Equipment.
  - 2. Clean and treat surfaces with phosphatizing process or equal and apply all necessary filler before application of finish.
  - 3. Apply a corrosion-resistant prime coat of paint and at least two finish coats of standard, ANSI 70 sky gray paint for outdoor Equipment.
  - 4. Hot-dip galvanize all steel supporting structures and hardware in accordance with ASTM A123 and A153.

2.02 TRANSFORMERS: Transformers shall be designed and constructed to conform to applicable standards and the following requirements:

- A. Ratings under altitude and ambient temperature conditions specified:
  - 1. Capacity and Impedance:
    - a. For 00-EAP-TFM-011 and 00-EAP-TFM-012:
      - (1) 2,000/2,667 kVA AA/FA, impedance 5.75 percent.
    - b. For 00-EAP-TFM-013
      - (1) 1,500/2,000 kVA AA/FA, impedance 5.75 percent.
  - 2. Temperature Rise:
    - a. Cast Coil Design: 80-degree C rise with insulation system designed for 185-degree C limiting temperature.
  - 3. High-Voltage Winding:
    - a. For 00-EAP-TFM-011 and 00-EAP-TFM-012: 13,800 volts, 95 kV BIL, delta connected.
    - b. For 00-EAP-TFM-013: 12,470 volts, 95 kV BIL, delta connected.
  - 4. Low-Voltage Winding:
    - a. For all three (3) transformers specified: 480/277 volts, 10 kV BIL, wye connected with neutral connection to high-resistance ground furnished by Others.
  - 5. Angular Displacement: HV winding leads LV winding by 30 degrees.
  - 6. De-energized Taps: Full capacity taps on high-voltage winding:
    - a. Two 2-1/2% taps above rated voltage.
    - b. Two 2-1/2% taps below rated voltage.

7. Noise Level: Per NEMA Standards.
8. Three phase.
9. Frequency: 60 hertz.

B. Type and Design:
  1. Outdoor, ventilated dry-type enclosed in NEMA 3R steel housing with removable side panels.
  2. Windings shall be vacuum cast epoxy (Cast Coil) design to eliminate all moisture and voids.
  3. High-voltage winding wired to terminals in a close-coupled, full-height compartment containing the following:
    a. Silver-plated or tin-plated pads with two NEMA sized and spaced threaded holes, and provisions for tying single-conductor, medium-voltage, insulated, shielded, copper power cable entering from below.
    b. Enclosure shall be of sufficient size to permit proper termination of high-voltage shielded power cables with stress relief devices.
    c. Provide a means of supporting incoming medium voltage cable to prevent excessive loads on the bushings.
    d. Provide a copper ground pad in the termination cabinet for termination of medium voltage cable shield drain wires.
  4. Side-mounted, flanged connection on low-voltage side for connection of transformers to non-segregated phase bus duct furnished by Others.
  5. Core laminations to be "non-aging" cold-rolled, grain-oriented, highly permeable, silicon alloy steel. Assembled core shall be treated with heat-resistant resin for high resistance to moisture and contaminants.
  6. Vibration dampers between base and core-coil assembly.
  7. Porcelain or cast epoxy supports and spacers for coils, leads, terminals, and other live parts.
  8. Transformers shall be suitable for installation on a concrete pad. Apply undercoating to all surfaces in contact with foundation.
  9. Fan control, temperature alarm contacts, and other circuits requiring external connection to be wired to properly labeled terminal blocks in the transformer control cabinet.
  10. Include all necessary control devices and circuit protective devices and wire complete for automatic control of fans for forced ventilation. All auxiliary power, including fans and other controls, to be supplied from a 208VAC, 3-phase, 4-wire power circuit supplied by Owner. Supplier shall include a properly-sized three-phase molded case circuit breaker in control cabinet to protect all auxiliary control components.
  11. Current Transformers:
    a. For transformer 00-EAP-TFM-013 only, provide one (1) 200/5A, C100 accuracy class current transformer (CT) on each phase on the high voltage bushings with polarity away from transformer windings wired out to a shorting terminal block in the transformer control cabinet for use by Others.
    b. Provide one (1) 50/5A, C10 accuracy class current transformer (CT) on the LV neutral connection of each transformer. The CT secondary shall be wired out to a shorting terminal block in the transformer control cabinet for use by Others.
  12. Include accessories as follows:
    a. Dial-type thermometer or electronic temperature monitor with contacts for fan control and high-temperature alarm.
    b. Lifting lugs and jacking pads.
    c. Ground pad and connector for up to a 250kcmil copper cable.

    d. All other standard accessories.
13. Conduit:
    a. Furnish all conduit and wiring required to interconnect equipment and devices on the transformer.
    b. Factory-install all conduit and wiring other than connections to equipment shipped separate from the transformer enclosure assembly.
14. All conduits shall be rigid galvanized steel. If Supplier wishes to use other conduit materials, they shall be subject to Owner's approval.
15. Transformer Control Cabinet:
    a. Weatherproof dead front construction, integral to transformer enclosure and meeting same NEMA 3R rating of transformer enclosure.
    b. One (1) control cabinet shall be furnished and shall include all Owner connections. Owner's conduit shall be run below ground to the control cabinet and enter from the bottom.
    c. Cabinet height shall not exceed six (6) feet from the base of the transformer.
    d. Removable bottom plate, hinged doors with guides to hold the doors open, provisions for padlocking, and compartments for holding manuals and drawings.
    e. Integral ground bus not less than 1 inch by 1/8-inch cross-section.
    f. Thermostatically controlled 120VAC space heater to prevent condensation.
    g. Grounded 120VAC duplex convenience receptacle with ground fault interrupting (GFI) protection.
    h. A 100W incandescent light with a door-operated switch.
    i. A 20A breaker, derived from the main auxiliary power circuit, shall protect the lighting and receptacle circuits independent of the fans and other controls.
    j. Factory-mount and interconnect all equipment and devices to be installed in the cabinet.
    k. Permanently label all equipment and devices mounted in the cabinet labeled to describe their function, and identify on Supplier's drawings.
    l. All wiring and terminal blocks shall be furnished in accordance with Section 260002.

2.03 MAINTENANCE EQUIPMENT AND SPARE PARTS:

A. Furnish the following:
    1. One spare HV Bushing of each type.
    2. One spare LV Bushing of each type.
    3. Other parts normally furnished by manufacturer and listed in the Bidder's Proposal.

PART 3 - EXECUTION

Not Applicable

END OF SECTION 261200

Item # I-6

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 28, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-52	
AGENDA TITLE	Memorandum of Agreement for Electrical Power Technology Program	
REQUESTING DEPARTMENT		
PRESENTER	Interim City Manager, James Grimmett	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Renew a 3 year Agreement with Coffeyville Community College and Pratt Community College.	

Item # I-6

BACKGROUND	The City of Coffeyville, Coffeyville Community College and Pratt Community College partnered in 2009 to offer an Electrical Power Technology Program to train workers in the electric utility field. This program has been successful, and the parties wish to renew the Memorandum of Agreement. Pratt Community College (PCC) offers one of only two lineman training programs in the State of Kansas. With financial support from the Kansas Department of Commerce, Coffeyville Community College (CCC) and PCC have collaborated to extend PCC's Electrical Power Technology Program to the eastern half of Kansas starting in January 2010. CCC would like to continue offering the program in Coffeyville through a Memorandum of Agreement with CCC, PCC and the City of Coffeyville. The MOA identifies 6 key contributions of the City to make the program successful. 1. Physical Lab site 2. Access to restroom facilities 3. Access to Bucket truck, digger truck and trencher 4. Access to equipment storage facility 5. Provide electric poles for climbing activity 6. Provide PCC with a list of vehicles to be used by the program and the information needed for PCC to obtain comprehensive insurance on the vehicles. 7. Bill PCC for fuel expenses for use of City trucks and equipment each semester. 8. Provide contact person for assistance as needed

ANALYSIS	Benefits to the City include: • Economic - New students will be drawn to Coffeyville who will then spend money at local retail establishments • Exposure of our Electric Utility which may be beneficial to recruitment efforts • Maintain the jobs of o 1 Full-time instructor o 1 Part-time lab assistant • Meets a growing need for the area
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approval of the Memorandum of Agreement with Coffeyville Community College and Pratt Community College
REFERENCE DOCUMENTS ATTACHED	Memorandum of Agreement

RESOLUTION NO. R-15-52

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF AGREEMENT FOR THE ELECTRICAL POWER TECHNOLOGY PROGRAM BETWEEN THE CITY OF COFFEYVILLE, PRATT COMMUNITY COLLEGE AND COFFEYVILLE COMMUNITY COLLEGE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk are hereby authorized and to execute a Memorandum of Agreement for the Electrical Power Technology Program between the City of Coffeyville, Pratt Community College and Coffeyville Community College for the period of August 1, 2015 through June 30, 2018.

Adopted this 28th day of April, 2015.

____
Christopher V. Williams, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

MEMORANDUM OF AGREEMENT

For The Electrical Power Technology Program

between

The City of Coffeyville,

Pratt Community College,

and

Coffeyville Community College

The following outlines the agreement between the City of Coffeyville, (City), Pratt Community College (PCC), and Coffeyville Community College (CCC) for the period of three (3) years commencing on August 1, 2015 for the joint partnership, collaboration and delivery of the PCC Electrical Power Technology (EPT) program in Coffeyville. The three parties involved will provide the following services:

City of Coffeyville will:

1. Provide appropriate physical lab sites for the EPT pole climbing activities.
2. Provide access to restroom facilities for EPT students at the lab site.
3. Provide access to a bucket truck, digger truck, and trencher for EPT lab activities as needed. (NOTE: Availability of City trucks and equipment will be determined by the Electric Utility Director. The City retains the right to pull trucks and equipment from instructional use based on City needs or in light of emergency situations.)
4. Provide access to an equipment storage facility for the storage of EPT program supplies and equipment at the lab site.
5. Provide used electric poles for lab work/climbing exercises based on availability.
6. Provide PCC with a list of vehicles to be used by the program and the information needed for PCC to obtain comprehensive insurance on the vehicles.
7. Bill PCC for fuel expenses for use of City trucks and equipment each semester.
8. Provide a contact person for program assistance as needed.

Pratt Community College will:

1. Hire EPT program faculty as needed to deliver the program to the Coffeyville outreach location.
2. Enroll EPT program students in PCC EPT program courses each semester as needed to complete the program.
3. Coordinate with CCC a financial aid cooperating agreement to provide financial aid access to program students as needed.
4. Assist CCC to secure program materials and provide EPT instructional assistance as needed to ensure program quality.
5. Provide a lab schedule to the City for scheduled use of City trucks and equipment for EPT lab activities at least two weeks in advance of use for availability.
6. Provide certificate of liability insurance to release the City of any liability due to accidents or injuries sustained on City property by EPT program students or faculty.
7. Provide comprehensive insurance for City trucks and equipment for damage sustained while being used during EPT lab activities.
8. Reimburse the City of Coffeyville for unplanned expenses.
9. Provide payment to the City for fuel expenses for use of City trucks and equipment each semester.
10. Provide a contact person for assistance with the operation of the EPT program in Coffeyville.

Coffeyville Community College will:

1. Enroll EPT program students in general education courses as needed for transfer to PCC for completion of the Associate of Applied Science degree.
2. Assist PCC with the enrollment of EPT students in PCC core courses each semester.
3. Provide a classroom and office for the EPT program.
4. Provide the use of College vehicles for student travel as needed for program activities. The use of college vehicles is based on availability.
5. Provide the use of College facilities for meetings as needed. The use of facilities is based on availability.
6. Provide office furniture and access to phone, Internet, and a copier for EPT program faculty.
7. Coordinate with PCC a financial aid cooperating agreement to provide financial aid access to program students as needed.
8. Provide liability insurance to release the City of any liability due to accidents or injuries sustained on City property by EPT program students or faculty.
9. Provide a contact person to supervise the operation of the EPT program in Coffeyville.

This agreement contains all the terms and conditions agreed to between the parties, and may only be modified or changed by a written signed agreement by the parties hereto. In witness thereof, the parties have set their hand the day and year stated below.

This agreement will remain in effect for a period of three (3) until June 30, 2018. Any party may terminate the agreement at the end of the normal school year in the month of May with a minimum of 90 days written notification to the other parties.

All terms are agreed to this __________ day of __________________________ 2015.

City of Coffeyville

____
City Official

City Contact Person
Gene Ratzlaff
Electric Utility Director
(620) 252-6184
gratzlaff@coffeyville.com

Pratt Community College

____
President

PCC Contact Person
Joe Varrientos, Ph.D
Asst. Vice President of Instruction
(620) 450-2175
joev@pratt.edu

Coffeyville Community College

____
President

CCC Contact Person
Marlon Thornburg
Vice President for Innovation
(620) 252-7550 ext. 23
marlont@coffeyville.edu

Decker Construction, Inc.
GENERAL CONTRACTORS
1215 E. 8th, PO Box 254
Coffeyville, KS 67337
(620) 251-7693
FAX (620) 251-6825

PROPOSAL

April 1, 2015

City of Coffeyville, KS
Attn: James Grimmett
102 W. 7th St
Coffeyville, KS 67337

RE: Coffeyville Public Library – Added Interior Renovations

Decker Construction, Inc. proposes to provide all labor, material and equipment as outlined below.

1. Remove and replace 2 pair alum doors 6'x7', 1 pair exterior alum doors 6'x7', 1 single exterior door 3'x7'. Medium bronze finish to match existing. Reusing of existing closures are included

Total - $16,244.00 Add $2,920 Each (need three) for new auto openers.

2. Remove concrete, flooring and install (4) new floor outlet boxes in Reading Room.

Total - $5,703.00

3. Rework electrical and install new switches to operate lighting in the Children's and Reading Room.

Total - $3,987.00

4. Remove entry way floor tile and base and install new ceramic tile with base. Included is a $3/sf allowance for tile.

Total - $11,448.00

5. Remove VCT in the old storage room and install capet tile & base to match the new library.(no green/yellow tile included) Paint walls.

Total - $7,520.00

6. Remove concrete, flooring and install (2) new floor outlet boxes in Storage Room.

Total - $3,120.00

7. Demo sheetrock cracks, Install new expansion joints at cracks in soffits, mud & tape to repair and paint to match existing. Also included is temporary partitions and dust control.

Total - $9,408.00

8. Remove wall and base cabinets, outlets, & plumbing in kitchen and meeting room. Install new base cabinets, wall cabinets and plastic laminate tops, sink & faucet and GFCI outlets. Also incuded are removing the operable partitions in the meeting room.

Total - $9,758.00

9. Remove toilets and flooring in (2) staff restrooms. Install sheet vinyl and two new toilets. Included is a $28/sy allowance for vinyl allowance.

Total - $2,855.00

10. Remove asbestos sink in storage room and cap plumbing lines. Install a new plastic laminate top. Patch paint as needed.

Total - $1,920.00

11. Remove janitors mop sink & molded sheetrock. Install new moisture resistant sheet rock and a solid surface cultured marble back and side to contain water. Reinstall exiting mop sink & faucets.

Total - $2,916.00

12. Remove wall covering from front desk area. Skim walls, prime and paint walls to match existing.

Total – $3,984.00

13. Remove wall covering from meeting room area. Skim walls, prime and paint walls to match existing.

Total – $3,168.00

14. Remove wall covering from front entry area. Skim walls, prime and paint walls to match existing.

Total – $2,796.00

15. Remove old ceiling from the children’s side round wall room. Install new ceiling and tile.

Total - $3,594.00

16. Remove ceiling tiles from the Reading Room side, Children’s side, front entry and meeting room. Paint grid and install new ceiling tile.

Total - $32,272.00

Sales Tax is excluded.

Please call if you have any questions.

Sincerely,

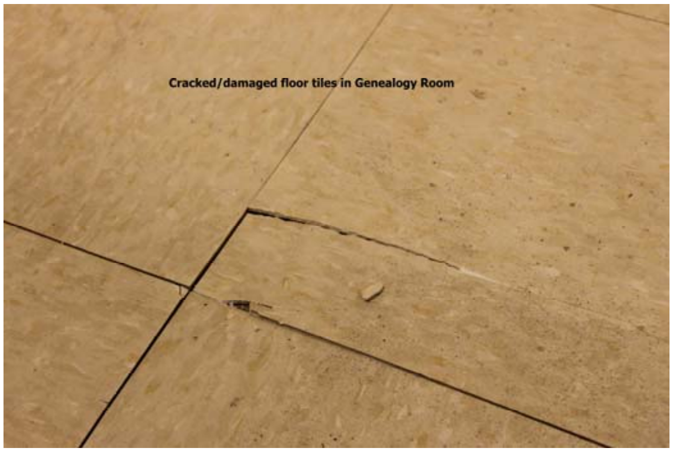
J.A. McVey

Jason A. McVey
Decker Construction, Inc.

Library Renovations--Phase 2 **Total Bid** **$ 120,693.00**

Absolutely needed		
New doors		
	1	$ 16,244.00
Update wiring for lights		
	3	$ 3,987.00
Genealogy Room (flooring and electrical)		
	5	$ 7,520.00
	6	$ 3,120.00
Removal of Kitchenettes		
	8	$ 9,758.00
Removal of mold and leaking issues in Janitor's closet		
	11	$ 2,916.00
Total		**$ 43,545.00**
Needed		
Outlets in main library		
	2	$ 5,703.00
Repair cracking soffits		
	7	$ 9,408.00
Replace flooring in lobby		
	4	$ 11,448.00
Removal of wall covering in lobby		
	14	$ 2,796.00
Community Room Walls		
	13	$ 3,168.00
New ceiling tiles		
	15	$ 3,594.00
	16	$ 32,272.00
Total		**$ 68,389.00**
Needed, but can left off list		
Staff Restrooms		
	9	$ 2,855.00
Removal of asbestos sink		
	10	$ 1,920.00
Removal of old wall covering in front desk area		
	12	$ 3,984.00
Total		**$ 8,759.00**


Water damaged ceiling tiles in Genealogy Room


Cracked/damaged floor tiles in Genealogy Room


Cracked soffits throughout building, these were painted during renovations but not repaired.


Water damage in janitor's closet

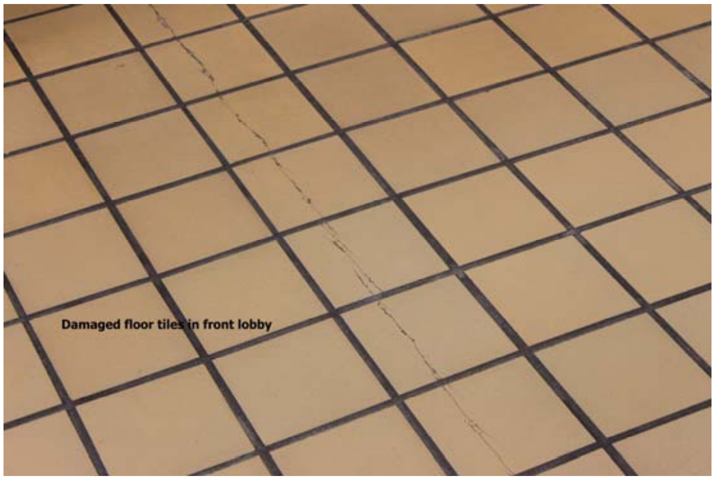

Stove and refridgerator that are not functional in staff kitchenette


More cracked soffits

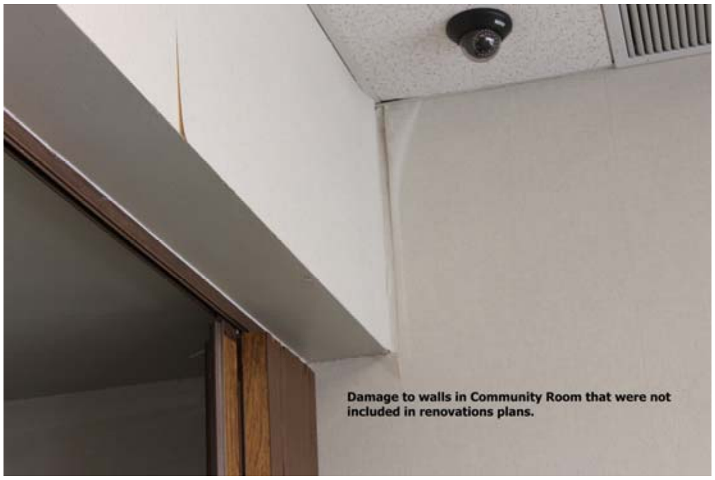

More ceiling tile damage that was not included in original renovation plans.

Staining and damage from removal of old lighting that was not included in original renovation plan.

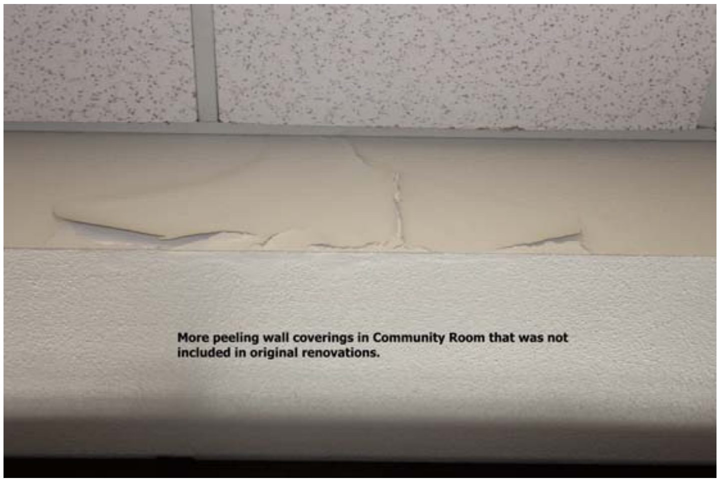
Kitchenette in Community Room with non-functional stove and refridgerator.



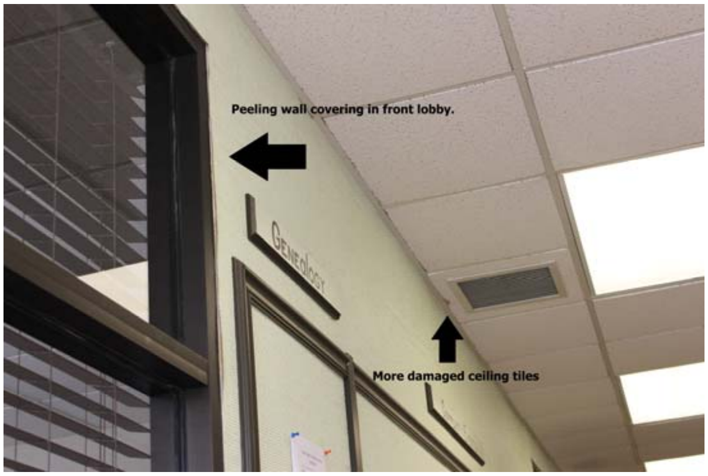
Damaged floor tiles in front lobby



Damage to walls in Community Room that were not included in renovations plans.



More peeling wall coverings in Community Room that was not included in original renovations.



Peeling wall covering in front lobby.

More damaged ceiling tiles

Coffeyville Public Library Board of Trustees

Minutes for March 3, 2015 Meeting

Call to Order: The meeting was called to order by Vice-President Magan Martin at 5:15PM. Present were Katie Hill, Library Director, Board members Magan Martin, R.E. Layton, Gary Bailey, Leslie Hills, Pete Walterscheid and Janie Hearson.

Approval of Minutes, Financial Statement and Director's Report: Gary made a motion to approve the minutes, the financial statements and director's reports as presented for February. R.E. seconded the motion and the board approved.

Old Business:

Office Furniture: Service Office Supply has issued a quote of $3,000 for the 3 needed office desks. Hochhalter Construction's original bid for the 3 desks was reduced from $13,600 to $10,000. Katie will obtain additional information and present it at the next meeting.

Community Room Furniture: Service Office Supply's quote for furniture for the Community Room (8 tables, 32 plastic chairs and 2 dollies) is $3,900. Katie is writing a grant to offset this cost and will report on its approval at the April 7th meeting. When the Library Foundation meets on April 9th, their Agenda will include this furniture with the possibility of incurring half of the cost.

New Business:

Presentation of 2014 Annual Report: Katie presented the Annual Report. Great job!

Unique Management: Our free 3-month trial offer is over. After the facts and figures were discussed, it was determined to continue with Unique Management and pay $8.95 per name for overdue materials between August, 2014 to February, 2015.

Other News:

Building Maintenance: The draft inducer motor stopped working on one of the Library's 8 heating units. The heater has been repaired and paid for by the City of Coffeyville. The City has also paid for 2 fire extinguishers.

Pete made a motion to adjourn the meeting, Leslie seconded the motion and the meeting adjourned at 6:35PM.