

**COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 11, 2016
6:30 P.M.**

A. CALL TO ORDER – Mayor Chris Williams

B. INVOCATION – TBD

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, September 27, 2016

2. 2016 Appropriation Ordinance No. AO-16-19 – \$1,084,255.00

REGULAR AGENDA ITEMS

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

G. OLD BUSINESS

H. NEW BUSINESS

1. Resolution No. R-16-125 – A Resolution to execute change order No. 1 with Bindewald & Associates for sidewalk and driveway replacement on 9th Street.

2. Resolution No. R-16-126 – A Resolution to execute the first amendment to the lease agreement with Community Health Center for property located at 602-604 Union Street.

3. Resolution No. R-16-127 – A Resolution to execute a construction agreement with Crossland Construction for design and construction of the Coffeyville Emergency Services building.

4. Resolution No. R-16-128 – A Resolution to enter into an agreement with Logan & Co. to install a heat trace system for the Electric Utility.

5. Resolution No. R-16-129 – A Resolution to execute an addendum to the Cooperation Agreement with CRMC.

6. City Manager's Report

I. COMMENTS

1. Comments from Public

The public is free to comment on items not listed on the agenda. Please address comments to the Commission as a body, and be mindful of others who may also wish to speak by limiting your comments to 3 minutes.

2. Comments from Commissioners and Staff

**COMMISSION MEETING AGENDA
TUESDAY, OCTOBER 11, 2016**

2

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales tax report
2. PD report

L. ADJOURN

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2016
6:30 P.M.**

The Board of Commissioners met in Regular Session at 6:30 p.m. at the Senior Center. The meeting was called to order by Mayor Chris Williams.

Present:

MAYOR CHRIS WILLIAMS
COMMISSIONER PAUL BAUER
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN

Absent:

COMMISSIONER JIM C. TAYLOR, JR.

City Staff in attendance were:

CITY MANAGER KENDAL FRANCIS
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT DIRECTOR CHRIS FELIX
ELECTRIC UTILITY DEPUTY DIRECTOR MIKE SHOOK
PUBLIC WORKS DEPUTY DIRECTOR JIM BRADSHAW
ENGINEERING SUPERINTENDENT THOMAS OSBORN
FIRE CHIEF BOB ROESKY
HUMAN RESOURCES OFFICER MARILYNN EVENSON
POLICE CHIEF KWIN BROMLEY

A. CALL TO ORDER – Mayor Chris Williams

B. INVOCATION – Dr. Dean McNamara, First Baptist Church

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

- | | |
|--|----------------|
| 1. City Commission Meeting Minutes – Tuesday, September 13, 2016 | |
| 2. 2016 Appropriation Ordinance No. AO-16-18 – | \$5,048,694.89 |
| 3. 2016 Appropriation Ordinance No. AO-16-18A (Taylor Crane) – | \$ 255.00 |

ACTION: COMMISSIONERS CONCURRED TO APPROVE.

REGULAR AGENDA ITEMS

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

1. Swear in Police Officer Dakota Hill
 - Mayor Williams swore in Officer Hill who was presented his badge by his uncle, Agent Fletcher Hill.
2. Swear in Fire Chief Bob Roesky
 - Mayor Williams swore in Chief Roesky who was presented his badge by his wife, Robyn.

G. COMMENTS FROM THE PUBLIC – MOVED TO END OF MEETING

- Jim Falkner, 1014 W. 3rd Street, commented on the good condition of Hillcrest Golf Course.
- Jim C. Taylor, Sr., read two letters to commissioners requesting KDHE be asked to inspect storm water entry and exit from his property on Woodland, and if the permits requested by the city are in compliance. He also asked for a list of businesses contacted about delivering fill material to his property. Taylor was directed to discuss the matter with City Attorney Paul Kritz.

H. OLD BUSINESS

1. Ordinance No. S-16-11 – Second Reading of an Ordinance to authorize the levy of a one-half percent city-wide retailers sales tax (2016 Health Care Sales Tax).

MOTION: Move to approve Ordinance No. S-16-11 for adoption.

ACTION: MOTION BY WILLIAMS SECOND: BAUER
ROLL CALL VOTE ALL AYE EXCEPT TAYLOR WHO WAS
ABSENT

2. Resolution No. R-16-117 – A Resolution to execute an agreement with Jeff Graham Construction to replace the office area roof on the Recreation Center.

MOTION: Move to approve Resolution No. R-16-113 for adoption.

ACTION: MOTION BY WILLIAMS SECOND: NONE
MOTION APPROVED

I. NEW BUSINESS

1. Resolution No. R-16-118 – A Resolution to approve a license agreement with Zayo Group, LLC, for use of city rights of way for construction of a fiber optic line.

- Engineering Superintendent Thomas Osborn stated Zayo is constructing a fiber optic trunk line from Dallas to Omaha, and they need to cross city property to get around the wastewater treatment plant. The line will also run on the east side of CR 5300 near Walmart. Zayo will pay \$50 per rod per year.

MOTION: Move to approve Resolution No. R-16-118 for adoption.

ACTION: MOTION BY MARTIN SECOND: KASTLER
MOTION APPROVED

2. Resolution No. R-16-119 – A Resolution to purchase an excavator and trailer for the Stormwater Department.

- Public Works Deputy Director Jim Bradshaw reported bids were solicited for an excavator and trailer for the stormwater department. The low bidder did not meet the specifications and staff recommended the equipment be purchased from White Star Machinery & Supply of Wichita for \$76,800. Commissioners expressed an interest in looking at leasing equipment in the future.

MOTION: Move to approve Resolution No. R-16-119 for adoption.

ACTION: MOTION BY KASTLER
MOTION APPROVED

SECOND: WILLIAMS

3. Resolution No. R-16-120 – A Resolution to issue a work order to Sterling Construction for painting and deck repairs at the Aquatic Center.
- Public Works Deputy Director Jim Bradshaw reported companies were contacted about painting and repairing the Aquatic Center. Sterling Construction was the low bidder at \$54,100, and they will begin the project in two weeks.

MOTION: Move to approve Resolution No. R-16-120 for adoption.

ACTION: MOTION BY MARTIN
MOTION APPROVED

SECOND: BAUER

4. Resolution No. R-16-121 – A Resolution to execute Change Order #04 with Doherty Steel for the Electric Utility.
- Electric Utility Deputy Director Mike Shook stated this change order for the new power plant is with Doherty Steel in the amount of \$4,699.

MOTION: Move to approve Resolution No. R-16-121 for adoption.

ACTION: MOTION BY WILLIAMS
MOTION APPROVED

SECOND: BAUER

5. Resolution No. R-16-122 – A Resolution to execute Change Order #07 with CCC Group for the Electric Utility.
- Electric Utility Deputy Director Mike Shook stated this change order for the new power plant is with CCC Group in the amount of \$44,360.92.

MOTION: Move to approve Resolution No. R-16-122 for adoption.

ACTION: MOTION BY WILLIAMS
MOTION APPROVED

SECOND: BAUER

6. Resolution No. R-16-123 – A Resolution to execute an agreement with Ruhrpumpen for repairs to the boiler feed pump at the Electric Utility.
- Electric Utility Deputy Director Mike Shook stated the boiler feed pump failed on unit #7; emergency repairs were made to enable the unit to be put back in service. The repairs were \$52,744.

MOTION: Move to approve Resolution No. R-16-123 for adoption.

ACTION: MOTION BY WILLIAMS
MOTION APPROVED

SECOND: MARTIN

7. Resolution No. R-16-124 – A Resolution to execute an employment agreement with City Manager Kendal Francis.

ACTION: MOTION BY MARTIN
MOTION APPROVED

SECOND: KASTLER

8. City Manager's Report

- City Manager Kendal Francis thanked the commission for extending his contract. He reported all chapters of the ordinances had been sent to Municode, and suggested a work session be held on Monday, October 17, 6 p.m., for a review. The November 8 meeting needs to be rescheduled due to the Senior Center being a polling place; meeting will be held on November 7. He also reported he has a meeting with the administrators of Independence, Caney and Cherryvale along with County Commissioner Larry McManus scheduled for October 3; groundbreaking for the police/fire facility is November 1, 4 p.m.; Shoe Sensations will be locating in the Westside Shopping Center; Fitch and S&P both confirmed their BBB+ ratings for the electric utility bonds.

9. Comments from Commissioners and Staff

- Mayor Williams encouraged everyone to attend Dalton Defenders Days and requested an update on the boiler explosion. Mike Shook reported the damage was still being assessed, however, it was not as extensive as previously thought; it was being turned over as an insurance claim. Williams also stated he wanted employees who retire from the city to be presented with a plaque.
- Commissioner Martin thanked staff for assistance with the Coffeyville Street Drags. It was a success, and the next one will be held April 29.

J. EXECUTIVE SESSION(s)

MOTION: Move to recess to executive session for the discussion of items that would be deemed confidential in attorney-client privilege to reconvene on or before 7:50 p.m.

ACTION: MOTION BY WILLIAMS SECOND: MARTIN
MOTION APPROVED

Time the meeting was reconvened: 7:50 p.m.

MOTION: Move to recess to executive session for the discussion of non-elected personnel to reconvene on or before 8:10 p.m.

ACTION: MOTION BY WILLIAMS SECOND: MARTIN
MOTION APPROVED

Time the meeting was reconvened: 8:10 p.m.

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2016**

5

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales and property tax report
2. Library Minutes
3. CRC Update
4. Letter from McDonalds regarding truck parking

L. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION BY WILLIAMS
MOTION APPROVED

SECOND: MARTIN

Time the meeting was adjourned: 8:10 p.m.

Date the minutes were approved: _____

Cindy Price, City Clerk

**City of Coffeyville
Department Codings**

010-5-011	General - City Commission	450-5-000	Aquatic Center
010-5-012	General - City Manager		
010-5-013	General - Legal	500-5-000	Capital Equipment
010-5-014	General - Finance		
010-5-015	General - City Clerk	510-5-000	911 Emergency Telephone System
010-5-016	General - City Treasurer		
010-5-017	General - Collections	520-5-000	Capital Improvement
010-5-018	General - Data Processing		
010-5-019	General - Personnel/Risk Management	670-5-000	Veterans Memorial Stadium
010-5-023	General - Police		
010-5-025	General - Animal Control	700-5-000	Refuse/Trash Utility
010-5-041	General - Fire		
010-5-045	General - Inspections	720-5-000	Wireless Internet Utility
010-5-071	General - Engineering		
010-5-091	General - City Hall	760-5-000	Stormwater Utility
010-5-092	General - Other City Buildings		
010-5-131	General - Non-Departmental	800-5-020	Electric - Distribution
010-5-161	General - Public Service - Admin.	800-5-022	Electric - Transmission
010-5-163	General - Public Service - Streets, Alleys	800-5-030	Electric - Generation
		800-5-040	Electric - Administration
020-5-000	Library		
		810-5-020	Electric Depr/Repl - Distribution
090-5-000	Bond & Interest	810-5-022	Electric Depr/Repl - Transmission
		810-5-030	Electric Depr/Repl - Generation
110-5-023	Local Alcohol Liquor - Police Department	810-5-040	Electric Depr/Repl - Administration
110-5-760	Local Alcohol Liquor - Special Parks/Rec		
110-5-762	Local Alcohol Liquor - Four County	820-5-000	Electric Debt Service
110-5-763	Local Alcohol Liquor - ADSAP		
110-5-764	Local Alcohol Liquor - MG County BB/BS	840-5-000	Electric Surplus
140-5-000	Youth Activity Center	900-5-026	Water - Distribution
		900-5-027	Wastewater - Distribution
210-5-000	Sales Tax	900-5-036	Water - Treatment
		900-5-037	Wastewater - Treatment
230-5-000	Drug Forfeitures	900-5-046	Water - General
		900-5-047	Wastewater - General
250-5-000	Police VIN Fund		
		910-5-611	W/WW Depr/Repl - WW Projects
340-5-000	Airport Special Projects	910-5-612	W/WW Depr/Repl - Wtr Projects
		910-5-651	W/WW Depr/Repl - WW Equipment
350-5-000	Risk Management	910-5-652	W/WW Depr/Repl - Wtr Equipment
360-5-000	Airport	910-5-662	W/WW Depr/Repl - Infiltration/Inflow Reduction
370-5-000	Hillcrest Golf Course		

City of Coffeyville
Payroll Distribution Summary
AO-16-19

<u>Type</u>	<u>Date</u>	<u>Amount</u>
Bi-Weekly	September 25, 2016	\$ 417,445.70
	Total Payroll	\$ 417,445.70

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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	
=====							
01-50108	1000BULBS.COM						
I-W00009631		LED EXIT SIGN X 4 - YAC	75.29				
9/23/2016	AP	DUE: 9/23/2016 DISC: 9/23/2016		1099: N			
		LED EXIT SIGN X 4 - YAC		800 5-020-572	SUPPLIES-OTHER	75.29	
=== VENDOR TOTALS ===			75.29				
=====							
01-50095	ACCURATE ENVIRONMENTAL, LLC						
I-6I07066		BACTERIA TEST FOR SLUDGE	975.00				
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N			
		BACTERIA TEST FOR SLUDGE		900 5-037-478	PROFESSIONAL SERVICES	975.00	
I-6I22062		BACTERIA TESTS FOR SLUDGE	975.00				
9/29/2016	AP	DUE: 10/29/2016 DISC: 10/29/2016		1099: N			
		BACTERIA TESTS FOR SLUDGE		900 5-037-478	PROFESSIONAL SERVICES	975.00	
=== VENDOR TOTALS ===			1,950.00				
=====							
01-50202	AIR SYSTEMS PUMP SOLUTIONS, LL						
I-79011-1		FINAL PAY-AIR COMPRESSORS	30,919.14				
5/27/2016	AP	DUE: 5/27/2016 DISC: 5/27/2016		1099: N			
		FINAL PAY-AIR COMPRESSORS		890 5-030-850	OTHER EQUIPMENT	30,919.14	
=== VENDOR TOTALS ===			30,919.14				
=====							
01-50300	ALLGEIER, MARTIN & ASSOCIATES,						
I-COFF7000116-1		PAY #1-14TH, 15TH ST WATERLIN	5,500.26				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		PAY #1-14TH, 15TH ST WATERLINE		910 5-612-478	PROFESSIONAL SERVICES	5,500.26	
I-COFF7200114-10		PAY #10-OVERLOOK BRIDGE REPAI	8,322.80				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		PAY #10-OVERLOOK BRIDGE REPAIR		010 5-163-478	PROFESSIONAL SERVICES	8,322.80	
I-COFF7200115-12		PAY #12-ACME EXPANSION	5,966.50				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		PAY #12-ACME EXPANSION		180 5-200-478	PROFESSIONAL SERVICES	5,966.50	
I-COFF7200215-12		PAY#12-166/OVERLOOK/BUCKEYE S	2,207.50				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		PAY#12-166/OVERLOOK/BUCKEYE SV		520 5-000-478	PROFESSIONAL SERVICES	2,207.50	
=== VENDOR TOTALS ===			21,997.06				

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-00170	ANIMAL HEALTH CLINIC, INC.					
I-0115525		EUTHANASIA	27.00			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	27.00
		=== VENDOR TOTALS ===	27.00			
=====						
01-50537	APAC-CENTRAL, INC.					
I-7000913925		18.07 TONS ASPHALT	813.15			
9/17/2016	AP	DUE: 9/17/2016 DISC: 9/17/2016		1099: N		
		18.07 TONS ASPHALT		010 5-163-510	CEMENT & ASPHALT	813.15
I-7000915971		15.5 TONS ASPHALT	808.60			
9/24/2016	AP	DUE: 9/24/2016 DISC: 9/24/2016		1099: N		
		15.5 TONS ASPHALT		010 5-163-510	CEMENT & ASPHALT	808.60
I-7000916307		15.23 TONS ASPHALT	685.35			
9/24/2016	AP	DUE: 9/24/2016 DISC: 9/24/2016		1099: N		
		15.23 TONS ASPHALT		010 5-163-510	CEMENT & ASPHALT	685.35
I-7000916561		12.55 TONS ASPHALT	652.60			
9/24/2016	AP	DUE: 9/24/2016 DISC: 9/24/2016		1099: N		
		12.55 TONS ASPHALT		010 5-163-510	CEMENT & ASPHALT	652.60
		=== VENDOR TOTALS ===	2,959.70			
=====						
01-50681	ASSOCIATED MECHANICAL, INC.					
I-10004847		BOILER #5 TUNE UP	4,666.63			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		BOILER #5 TUNE UP		800 5-030-620	EQUIPMENT MAINTENANCE	4,666.63
		=== VENDOR TOTALS ===	4,666.63			
=====						
01-59760	AT&T					
I-201609304002		ANNUAL 911 VESTA MAINTENANCE	12,000.00			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		ANNUAL 911 VESTA MAINTENANCE		510 5-000-424	CONTRACTUAL AGREEMENTS	12,000.00
I-201610044017		9/16 E911	607.90			
9/25/2016	AP	DUE: 10/25/2016 DISC: 10/25/2016		1099: N		
		9/16 E911		510 5-000-416	COMMUNICATIONS	607.90
I-201610044018		9/16 E911	138.35			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		9/16 E911		510 5-000-416	COMMUNICATIONS	138.35

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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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-201610044019		9/16 E911	138.35			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		9/16 E911		510 5-000-416	COMMUNICATIONS	138.35
=== VENDOR TOTALS ===			12,884.60			
=====						
01-59780	AT&T					
=====						
I-201610044020		PLEXAR LINE	176.19			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	176.19
=== VENDOR TOTALS ===			176.19			
=====						
01-03870	ATMOS ENERGY CORPORATION					
=====						
I-201609293994		612 SPRING ST.	140.19			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		612 SPRING ST.-40% ED		800 5-020-494	UTILITIES	56.07
		612 SPRING ST.60% PP		800 5-030-494	UTILITIES	84.12
=====						
I-201609304003		CITY FACILITY GAS CHARGES	873.50			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	44.48
		CEMETERY SHOP		010 5-161-494	UTILITIES	44.75
		CUSTOMER SERVICE CENTER		010 5-017-494	UTILITIES	48.01
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	62.30
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	44.75
		POLICE IMPOUND		010 5-023-494	UTILITIES	49.31
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	22.38
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	22.37
		PUMP STATION		900 5-036-494	UTILITIES	44.75
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	46.70
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	53.85
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	264.44
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	72.70
		1501 WEST 4TH STREET		010 5-023-494	UTILITIES	52.71
=====						
I-201610034010		312 E. 7TH-CHURCH	60.11			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		312 E. 7TH-CHURCH		800 5-020-494	UTILITIES	60.11
=====						
I-KS081601862		8/16 EAST, WEST METERS	24,605.15			
9/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		8/16 EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	24,605.15
=== VENDOR TOTALS ===			25,678.95			

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00197 B.G. & SONS						
I-201610054035		CITY LOT MOWING THRU 9/28	1,540.00			
9/28/2016	AP	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		CITY LOT MOWING THRU 9/28		010 5-163-424	CONTRACTUAL AGREEMENTS	1,380.00
		MOW 1501 W 4TH		010 5-023-478	PROFESSIONAL SERVICES	80.00
		MOW 1401 W 8TH		010 5-017-478	PROFESSIONAL SERVICES	80.00
		=== VENDOR TOTALS ===	1,540.00			
=====						
01-02050 BARTLETT COOP ASSOCIATION						
I-56653		PROPANE FOR FORKLIFT	25.29			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	25.29
		=== VENDOR TOTALS ===	25.29			
=====						
01-51232 BINDEWALD & ASSOCIATES, LLC						
I-7		PAY #7-9TH ST SIDEWALK	24,732.11			
10/03/2016	AP	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		PAY #7-9TH ST SIDEWALK		520 5-220-868	STREET IMPROVEMENTS	24,732.11
		=== VENDOR TOTALS ===	24,732.11			
=====						
01-00333 BLAIR EDWARDS CONSTRUCTION, LL						
I-201610054040		DOOR, FRAME INSTALLED-PICKWIC	200.00			
6/10/2016	AP	DUE: 6/10/2016 DISC: 6/10/2016		1099: N		
		DOOR, FRAME INSTALLED-PICKWICK		010 5-041-484	REIMBURSEMENTS	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-00336 BLAKE'S LUBE CENTER						
I-20163671		OIL CHANGE	50.53			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		OIL CHANGE		800 5-040-545	MOTOR FUELS/LUBRICANTS	50.53
		=== VENDOR TOTALS ===	50.53			
=====						
01-00337 BLUBOOTS						
I-5676		FR COAT, COVERALLS-THOMAS	561.08			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		FR COAT, COVERALLS-THOMAS		800 5-020-515	CLOTHING	561.08
		=== VENDOR TOTALS ===	561.08			

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-03165	BOB ROBBINS					
I-201609293995		MEALS-STILLWATER-WARTSILA	81.00			
9/19/2016	AP	DUE: 9/19/2016 DISC: 9/19/2016		1099: N		
		MEALS-STILLWATER-WARTSILA		800 5-030-490	TRAVEL EXPENSE REIMBURSE	81.00
		=== VENDOR TOTALS ===	81.00			
=====						
01-51303	BRAINERD CHEMICAL COMPANY, INC					
I-87046		MURIATIC, SULFURIC ACIDS	1,280.00			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		MURIATIC, SULFURIC ACIDS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	1,280.00
		=== VENDOR TOTALS ===	1,280.00			
=====						
01-00410	BRASS HAT JANITORIAL					
I-09122016		8/16 WEEKLY ED OFC CLEANING	200.00			
9/12/2016	AP	DUE: 10/12/2016 DISC: 10/12/2016		1099: N		
		8/16 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW764813		CARBON,AMM.SULFATE,7557 POLYM	1,137.42			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		CARBON,AMM.SULFATE,7557 POLYMR		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,137.42
I-BSW764814		2099 POLYMER	1,151.40			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		2099 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,151.40
I-BSW764815		2099 POLYMER	5,435.82			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		2099 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	5,435.82
I-BSW766618		POLYPHOSPHATE,AMMONIUM SULFAT	1,207.00			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		POLYPHOSPHATE,AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,207.00
I-BSW766619		2099 POLYMER	1,151.40			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		2099 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,151.40
		=== VENDOR TOTALS ===	10,083.04			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02133	BRUCE KOEHN					
I-201609293996		LUNCH-KC-PICKUP EZ HAULER	10.00			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		LUNCH-KC-PICKUP EZ HAULER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
=====						
01-51401	BUILDING CONTROLS AND SERVICES					
I-20520		HVAC DIAGNOSTICS, LABOR TO RP	801.20			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		HVAC DIAGNOSTICS, LABOR TO RPR		140 5-134-610	BUILDING MAINTENANCE	801.20
		=== VENDOR TOTALS ===	801.20			
=====						
01-51412	BURNS & MCDONNELL ENGINEERING					
I-201609293997		9/16 NEW GEN CONSTRCTN SVCS	125,000.00			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		9/16 NEW GEN CONSTRCTN SVCS		890 5-030-862	PLANT IMPROVEMENTS	125,000.00
I-201610034009		9/16 ONSITE ENVIORNMENT SUPPR	4,490.00			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		9/16 ONSITE ENVIORNMENT SUPPRT		890 5-030-862	PLANT IMPROVEMENTS	4,490.00
		=== VENDOR TOTALS ===	129,490.00			
=====						
01-00528	C & A LAWN CARE					
I-443840		WEED LOT MOWING THRU 9/19	420.00			
9/19/2016	AP	DUE: 9/19/2016 DISC: 9/19/2016		1099: N		
		WEED LOT MOWING THRU 9/19		700 5-000-424	CONTRACTUAL AGREEMENTS	420.00
I-443842		WEED LOT MOWING THRU 9/21	812.00			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		WEED LOT MOWING THRU 9/21		700 5-000-424	CONTRACTUAL AGREEMENTS	812.00
I-443845		WEED LOT MOWING THRU 9/26	574.00			
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N		
		WEED LOT MOWING THRU 9/26		700 5-000-424	CONTRACTUAL AGREEMENTS	574.00
I-443847		WEED LOT MOWING THRU 9/30	588.00			
10/03/2016	AP	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		WEED LOT MOWING THRU 9/30		700 5-000-424	CONTRACTUAL AGREEMENTS	588.00
		=== VENDOR TOTALS ===	2,394.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00532	C & J'S SPOT	FREE CAR WASH					
I-770911		CAR WASHES X 30	130.98				
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N			
		CAR WASHES X 30		800 5-020-478	PROFESSIONAL SERVICES	130.98	
I-770912		37 CAR WASHES	148.00				
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N			
		37 CAR WASHES		010 5-023-478	PROFESSIONAL SERVICES	148.00	
		=== VENDOR TOTALS ===	278.98				
=====							
01-00590	CARTER AUTOMOTIVE	WAREHOUSE					
I-302737/1		IGNITION COIL	57.61				
9/01/2016	AP	DUE: 10/01/2016 DISC: 10/01/2016		1099: N			
		IGNITION COIL		010 5-163-620	EQUIPMENT MAINTENANCE	57.61	
I-306003/1		BEAD SEALER	26.56				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		BEAD SEALER		010 5-163-620	EQUIPMENT MAINTENANCE	26.56	
I-306121/1		BULBS	0.96				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		BULBS		900 5-036-680	VEHICLE-PARTS	0.96	
I-306302/1		BATTERY TERMINALS, BULBS	12.50				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		BATTERY TERMINALS, BULBS		010 5-163-620	EQUIPMENT MAINTENANCE	12.50	
I-307063/1		3/8" 5/16" HOSES, BLADES	99.58				
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N			
		3/8" 5/16" HOSES, BLADES		010 5-163-620	EQUIPMENT MAINTENANCE	99.58	
I-307091/1		BACKUP LAMP	35.10				
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N			
		BACKUP LAMP		010 5-041-680	VEHICLE-PARTS	35.10	
I-307325/1		LIGHT PLUG PIGTAIL	1.52				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		LIGHT PLUG PIGTAIL		010 5-041-680	VEHICLE-PARTS	1.52	
I-307362/1		HOSES FOR TRI-DECK MOWER	27.24				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		HOSES FOR TRI-DECK MOWER		370 5-000-620	EQUIPMENT MAINTENANCE	27.24	
I-308132/1		HOSE, FITTINGS FOR AIR BUBBLE	31.60				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		HOSE, FITTINGS FOR AIR BUBBLE		010 5-163-620	EQUIPMENT MAINTENANCE	31.60	

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=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)				
=====						
I-308583/1		SIDE MIRROR	9.43			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		SIDE MIRROR		900 5-026-620	EQUIPMENT MAINTENANCE	9.43
		=== VENDOR TOTALS ===	302.10			
=====						
01-51642	CCC GROUP, INC.					
=====						
I-315435007		PAY #7-ELECTRICAL CONSULTATIO	111,292.42			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		PAY #7-ELECTRICAL CONSULTATION		890 5-030-862	PLANT IMPROVEMENTS	111,292.42
		=== VENDOR TOTALS ===	111,292.42			
=====						
01-01040	CITY OF COFFEYVILLE					
=====						
I-201610054036		PUMP HOUSES	18,851.72			
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	18,554.90
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	296.82
		=== VENDOR TOTALS ===	18,851.72			
=====						
01-01042	CITY OF COFFEYVILLE					
=====						
I-2016-3		3Q16 PERPETUAL CARE TRANSFER	596.25			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		3Q16 PERPETUAL CARE TRANSFER		290 0-100	PERPETUAL CARE CASH	596.25
		=== VENDOR TOTALS ===	596.25			
=====						
01-80125	CITY OF COFFEYVILLE					
=====						
I-2016-3		3Q16 LIBRARY FLEX TRANSFER	922.71			
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		3Q16 LIBRARY FLEX TRANSFER		350 0-110	HEALTH INSURANCE FLEX CA	922.71
		=== VENDOR TOTALS ===	922.71			
=====						
01-00680	CITY TREASURER					
=====						
I-201609304004		DENTAL CLAIMS PAID-DELTA	823.80			
9/22/2016	AP	DRAFT CK# 000149 9/23/2016		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	823.80
=====						
I-201610044021		HEALTH CLAIMS PAID-MERITAIN	55,994.80			
9/28/2016	AP	DRAFT CK# 000151 10/04/2016		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	55,994.80

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00680	CITY TREASURER	(** CONTINUED **)				
=====						
I-201610044022		HEALTH CLAIMS PAID-MERITAIN	33,462.89			
9/26/2016	AP	DRAFT CK# 000150 10/04/2016		1099: N		
		HEALTH CLAIMS PAID-MERITAIN		350 5-716-310	HEALTH INSURANCE	33,462.89
=====						
I-201610044023		DENTAL CLAIMS PAID-DELTA	2,014.30			
9/29/2016	AP	DRAFT CK# 000152 9/30/2016		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	2,014.30
=====						
I-201610044024		DENTAL CLAIMS PAID-DELTA	1,985.34			
9/15/2016	AP	DRAFT CK# 000153 9/16/2016		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,985.34
=== VENDOR TOTALS ===			94,281.13			
=====						
01-52050	CJ'S THREADS LLC					
=====						
I-14308		UNIFORM SHIRTS-ROESKY	23.00			
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N		
		UNIFORM SHIRTS-ROESKY		010 5-041-515	CLOTHING	23.00
=====						
I-14309		UNIFORM SHIRT-VANANNE	23.00			
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N		
		UNIFORM SHIRT-VANANNE		010 5-041-515	CLOTHING	23.00
=== VENDOR TOTALS ===			46.00			
=====						
01-00720	CLOUGH OIL COMPANY, INC.					
=====						
I-158292		PAPER TOWELS, TOILET TISSUE	74.70			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		PAPER TOWELS, TOILET TISSUE		010 5-041-520	DEPARTMENT SUPPLIES	74.70
=====						
I-158342		POWERTRAIN OIL	616.45			
10/03/2016	AP	DUE: 11/02/2016 DISC: 11/02/2016		1099: N		
		POWERTRAIN OIL		010 5-163-545	MOTOR FUELS/LUBRICANTS	616.45
=== VENDOR TOTALS ===			691.15			
=====						
01-00721	CLOUGH SERVICE					
=====						
I-1361683		FUEL THRU 9/25	1,469.78			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		FUEL THRU 9/25		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,469.78
=====						
I-1361685		FUEL THRU 9/25	128.55			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		FUEL THRU 9/25		010 5-071-545	MOTOR FUELS/LUBRICANTS	128.55

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
I-1361686		FUEL THRU 9/25	1,097.82				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,097.82	
I-1361687		FUEL THRU 9/25	85.04				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-025-545	MOTOR FUELS/LUBRICANTS	85.04	
I-1361688		FUEL THRU 9/25	290.08				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-041-545	MOTOR FUELS/LUBRICANTS	290.08	
I-1361689		FUEL THRU 9/25	35.86				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-045-545	MOTOR FUELS/LUBRICANTS	35.86	
I-1361690		FUEL THRU 9/25	529.12				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		900 5-026-545	MOTOR FUELS/LUBRICANTS	529.12	
I-1361691		FUEL THRU 9/25	322.17				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		900 5-027-545	MOTOR FUELS/LUBRICANTS	322.17	
I-1361692		FUEL THRU 9/25	52.20				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		900 5-036-545	MOTOR FUELS/LUBRICANTS	52.20	
I-1361693		FUEL THRU 9/25	59.95				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		900 5-037-545	MOTOR FUELS/LUBRICANTS	59.95	
I-1361694		FUEL THRU 9/25	72.29				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-017-545	MOTOR FUELS/LUBRICANTS	72.29	
I-1361695		FUEL THRU 9/25	618.47				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		800 5-020-545	MOTOR FUELS/LUBRICANTS	618.47	
I-1361696		FUEL THRU 9/25	144.85				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		800 5-030-545	MOTOR FUELS/LUBRICANTS	144.85	
I-1361697		FUEL THRU 9/25	86.99				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		800 5-040-545	MOTOR FUELS/LUBRICANTS	86.99	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00721	CLOUGH SERVICE	(** CONTINUED **)					
=====							
I-1361698		FUEL THRU 9/25	32.36				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		900 5-046-545	MOTOR FUELS/LUBRICANTS	32.36	
=====							
I-1361699		FUEL THRU 9/25	99.10				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		760 5-000-545	MOTOR FUELS/LUBRICANTS	99.10	
=====							
I-1361700		FUEL THRU 9/25	46.34				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		720 5-000-545	MOTOR FUELS/LUBRICANTS	46.34	
=====							
I-1361701		FUEL THRU 9/25	37.61				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		FUEL THRU 9/25		010 5-018-545	MOTOR FUELS/LUBRICANTS	37.61	
		=== VENDOR TOTALS ===	5,208.58				
=====							
01-00860	COFFEYVILLE FAMILY PRACTICE CL						
=====							
I-201609304005		POST-ACCIDENT DRUG SCREEN	20.00				
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N			
		POST-ACCIDENT DRUG SCREEN		800 5-020-478	PROFESSIONAL SERVICES	20.00	
		=== VENDOR TOTALS ===	20.00				
=====							
01-57405	COX BUSINESS SERVICES						
=====							
I-201609293993		CABLE FOR PRO SHOP	94.12				
9/24/2016	AP	DUE: 10/24/2016 DISC: 10/24/2016		1099: N			
		CABLE FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	94.12	
=====							
I-201610044025		ELECTRIC ADMIN TELEPHONE SVC	38.43				
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N			
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	38.43	
		=== VENDOR TOTALS ===	132.55				
=====							
01-51522	CUSTOM TRUCK & EQUIPMENT, LLC						
=====							
I-0147325		VALVE CARTRIDGE, REPAIR BOOM	308.76				
9/15/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N			
		VALVE CARTRIDGE, REPAIR BOOM		800 5-020-620	EQUIPMENT MAINTENANCE	308.76	
		=== VENDOR TOTALS ===	308.76				

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=====						
01-52730		DANKO EMERGENCY EQUIPMENT CO.				
I-78732		REPAIR GEAR COAT - MECOM	25.00			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		REPAIR GEAR COAT - MECOM		010 5-041-570	SAFETY EQUIPMENT	25.00
		=== VENDOR TOTALS ===	25.00			
=====						
01-01175		DIGITAL CONNECTIONS, INC.				
I-39838		ADMIN, CSC MAINT AGRMNT, COPY	248.83			
10/05/2016	AP	DUE: 11/04/2016 DISC: 11/04/2016		1099: N		
		ADMIN MAINT AGREEMENT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	155.99
		CSC MAINT AGREEMENT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	92.84
		=== VENDOR TOTALS ===	248.83			
=====						
01-53145		ECIVIS, INC.				
I-105406		GRANT MANAGEMENT LICENSES	4,200.00			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		GRANT MANAGEMENT LICENSES		010 5-131-424	CONTRACTUAL AGREEMENTS	4,200.00
		=== VENDOR TOTALS ===	4,200.00			
=====						
01-53357		EVOQUA WATER TECHNOLOGIES, LLC				
I-902803405		BIOXIDE -ODOR CONTROL CHEMICA	11,015.16			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		BIOXIDE -ODOR CONTROL CHEMICAL		900 5-027-525	CHEMICALS/FERTILIZERS/SE	11,015.16
		=== VENDOR TOTALS ===	11,015.16			
=====						
01-53435		FASTENAL COMPANY				
I-KSCOF86096		HEX SCREW, NUTS	9.94			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		HEX SCREW, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	9.94
I-KSCOF86114		1/4" HEX SCREWS X 100	28.02			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		1/4" HEX SCREWS X 100		010 5-163-520	DEPARTMENT SUPPLIES	28.02
I-KSCOF86120		"D" BATTERIES X 36	34.00			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		"D" BATTERIES X 36		010 5-163-505	BATTERIES-NON VEHICLES	34.00
I-KSCOF86134		CAUTION TAPE	6.36			
9/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		CAUTION TAPE		360 5-000-520	DEPARTMENT SUPPLIES	6.36

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=====						
01-53435	FASTENAL COMPANY	(** CONTINUED **)				
=====						
I-KSCOF86236		BOLTS,WASHERS,NUTS,THREAD TAP	19.47			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		BOLTS, WASHERS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	17.21
		THREAD TAPE		010 5-163-555	PLUMBING SUPPLIES	2.26
=====						
I-KSCOF86250		WYPALL TOWELS X 22 BOXES	133.97			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		WYPALL TOWELS X 22 BOXES		800 5-020-520	DEPARTMENT SUPPLIES	133.97
=====						
I-KSCOF86274		FLUTED TAP, EYE BOLTS, EYE NU	15.23			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		FLUTED TAP, EYE BOLTS, EYE NUT		010 5-163-520	DEPARTMENT SUPPLIES	15.23
=====						
I-KSCOF86279		1/2" HEX NUT	3.66			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		1/2" HEX NUT		010 5-163-520	DEPARTMENT SUPPLIES	3.66
=====						
I-KSCOF86285		NUTS, BOLTS, WASHERS	30.58			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		NUTS, BOLTS, WASHERS		800 5-020-520	DEPARTMENT SUPPLIES	30.58
		=== VENDOR TOTALS ===	281.23			
=====						
01-50170	FLEET SERVICES					
=====						
I-47074867		TRAVEL FUEL CARD CHARGES	172.44			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	30.40
		TRAVEL FUEL CARD CHARGES		010 5-041-545	MOTOR FUELS/LUBRICANTS	49.33
		TRAVEL FUEL CARD CHARGES		800 5-020-545	MOTOR FUELS/LUBRICANTS	92.71
		=== VENDOR TOTALS ===	172.44			
=====						
01-01410	FOUR STATE MAINTENANCE SUPPLY,					
=====						
I-533285		9" TISSUE ROLLS	48.00			
9/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		9" TISSUE ROLLS		010 5-163-520	DEPARTMENT SUPPLIES	48.00
=====						
I-533364		LG NITRILE GLOVES	5.78			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		LG NITRILE GLOVES		010 5-163-520	DEPARTMENT SUPPLIES	5.78
=====						
I-533414		TISSUE, TOWEL ROLLS	125.01			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		TISSUE, TOWEL ROLLS		010 5-163-520	DEPARTMENT SUPPLIES	125.01

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)						
I-533564		TISSUE, TOWELS, FOAM SOAP	85.58				
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N			
		TISSUE, TOWELS, FOAM SOAP		010 5-163-520	DEPARTMENT SUPPLIES	85.58	
I-533579		LINER,WIPER POP UP,BIO ACTIVE	86.19				
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N			
		LINER,WIPER POP UP,BIO ACTIVE		010 5-023-520	DEPARTMENT SUPPLIES	86.19	
I-533580		CLEANER, TOWELS, GLOVES	215.30				
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N			
		CLEANER, TOWELS, GLOVES		010 5-092-520	DEPARTMENT SUPPLIES	215.30	
I-533683		PAPER TOWELS, DISPENSERS X 3	127.23				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		PAPER TOWELS, DISPENSERS X 3		800 5-030-520	DEPARTMENT SUPPLIES	127.23	
I-533825		POP-UP WIPERS	30.08				
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N			
		POP-UP WIPERS		010 5-163-520	DEPARTMENT SUPPLIES	30.08	
I-534081		HAND,BOWL CLEANERS,DISPENSER	134.69				
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N			
		HAND,BOWL CLEANERS,DISPENSER		800 5-030-520	DEPARTMENT SUPPLIES	134.69	
		=== VENDOR TOTALS ===	857.86				
=====							
01-53743	G & G DOZER LLC						
I-8671		1615 W 6TH 40 YD ROLL OFF	375.00				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		1615 W 6TH 40 YD ROLL OFF		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00	
		=== VENDOR TOTALS ===	375.00				
=====							
01-51200	GE BETZ, INC.						
I-98435246		OXYGEN REAGENT X 4	117.17				
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N			
		OXYGEN REAGENT X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	117.17	
		=== VENDOR TOTALS ===	117.17				

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=====						
01-54032	GRAYBAR ELECTRIC COMPANY, INC.					
I-98733672		LINEMAN KNIVES X 6	172.27			
9/19/2016	AP	DUE: 9/19/2016 DISC: 9/19/2016		1099: N		
		LINEMAN KNIVES X 6		800 5-020-580	TOOLS	172.27
I-987357772		GRIME AWAY CLEANING WIPE X 18	354.39			
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		GRIME AWAY CLEANING WIPE X 18		800 5-020-520	DEPARTMENT SUPPLIES	354.39
		=== VENDOR TOTALS ===	526.66			
=====						
01-54160	HACH COMPANY					
I-10106907		TURBIDIMETER FOR LAB	3,404.47			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		TURBIDIMETER FOR LAB		900 5-036-850	OTHER EQUIPMENT	3,404.47
I-10120604		SAMPLE CELL MATCHED	132.79			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		SAMPLE CELL MATCHED		800 5-030-525	CHEMICALS/FERTILIZERS/SE	132.79
		=== VENDOR TOTALS ===	3,537.26			
=====						
01-54272	HARRELL'S LLC					
I-INV00957263		HONOR INTRINSIC FUNGICIDE	1,233.00			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		HONOR INTRINSIC FUNGICIDE		370 5-000-525	CHEMICALS/FERTILIZERS/SE	1,233.00
I-INV00957265		CHIPCO FUNGICIDE	778.00			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		CHIPCO FUNGICIDE		370 5-000-525	CHEMICALS/FERTILIZERS/SE	778.00
I-INV00957266		SECURE FUNGICIDE	299.50			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		SECURE FUNGICIDE		370 5-000-525	CHEMICALS/FERTILIZERS/SE	299.50
		=== VENDOR TOTALS ===	2,310.50			
=====						
01-54323	HAWKINS, INC.					
I-3952434 RI		HYDROFLU ACID, POTASSIUM PERM	4,885.50			
9/15/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N		
		HYDROFLU ACID, POTASSIUM PERM.		900 5-037-525	CHEMICALS/FERTILIZERS/SE	4,885.50
		=== VENDOR TOTALS ===	4,885.50			

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=====							
01-60222	HD	SUPPLY WATERWORKS, LTD.					
I-F953044		FIRE HYDRANT	2,083.20				
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N			
		FIRE HYDRANT		910 5-612-880	MAIN REPLACEMENTS	2,083.20	
I-G059664		6X12 CLAMPS X 4	390.32				
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N			
		6X12 CLAMPS X 4		900 5-026-555	PLUMBING SUPPLIES	390.32	
I-G074126		HYDRANT REPAIR KIT	209.46				
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N			
		HYDRANT REPAIR KIT		900 5-026-850	OTHER EQUIPMENT	209.46	
I-G075640		3" HYDRANT METER	1,424.00				
9/16/2016	AP	DUE: 9/16/2016 DISC: 9/16/2016		1099: N			
		3" HYDRANT METER		900 5-026-840	METERS/INSTR/TRANFRMRS	1,424.00	
I-G076883		HYDRANTS X 2	3,923.20				
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N			
		HYDRANTS X 2		910 5-612-880	MAIN REPLACEMENTS	3,923.20	
I-G121802		REPLACEMENT CLAMPS	984.65				
9/16/2016	AP	DUE: 9/16/2016 DISC: 9/16/2016		1099: N			
		REPLACEMENT CLAMPS		900 5-036-555	PLUMBING SUPPLIES	984.65	
I-G124172		LONG BODY COUPLINGS	6,630.66				
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N			
		LONG BODY COUPLINGS		910 5-612-880	MAIN REPLACEMENTS	6,630.66	
I-G139980		6X15 REPLACEMENT CLAMP	175.35				
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N			
		6X15 REPLACEMENT CLAMP		900 5-036-555	PLUMBING SUPPLIES	175.35	
		=== VENDOR TOTALS ===	15,820.84				
=====							
01-54383	HERITAGE CRYSTAL CLEAN LLC						
I-14239794		30 GAL DRUM CLEANER	197.26				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		30 GAL DRUM CLEANER		010 5-163-520	DEPARTMENT SUPPLIES	197.26	
		=== VENDOR TOTALS ===	197.26				

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=====							
01-01750 HEYMANN IRON & METAL							
I-0015904		FLAT BAR FOR REPAIRS	44.00				
9/12/2016	AP	DUE: 10/12/2016 DISC: 10/12/2016		1099: N			
		FLAT BAR FOR REPAIRS		010 5-163-620	EQUIPMENT MAINTENANCE	44.00	
I-0015917		14GA. PLATE FOR GRATES-PERKIN	80.00				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		14GA. PLATE FOR GRATES-PERKINS		760 5-000-520	DEPARTMENT SUPPLIES	80.00	
=== VENDOR TOTALS ===			124.00				
=====							
01-01770 HILLCREST GOLF COURSE PETTY CA							
I-1276		7 CASES OF BEER FROM LDF SALE	139.55				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		7 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	139.55	
I-1277		5 CASES OF BEER FROM LDF SALE	99.10				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		5 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	99.10	
I-1278		15 CASES OF BEER FROM BEST BV	336.60				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		15 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	336.60	
=== VENDOR TOTALS ===			575.25				
=====							
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.							
I-158487		CLEANING RAGS,FLOOR SWEEP X 6	155.25				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		CLEANING RAGS,FLOOR SWEEP X 6		800 5-030-520	DEPARTMENT SUPPLIES	155.25	
=== VENDOR TOTALS ===			155.25				
=====							
01-54685 IBT, INC.							
I-6869829		BRASS CPLRS,GREASE GUN CPLR	24.15				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		BRASS CPLRS,GREASE GUN CPLR		010 5-163-520	DEPARTMENT SUPPLIES	24.15	
I-6869830		GREASE GUN	36.93				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		GREASE GUN		010 5-163-580	TOOLS	36.93	
=== VENDOR TOTALS ===			61.08				

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=====						
01-55040	IPMA - HR					
I-INV-19599-Y6X8T4		FIRE TEST BOOKS, ADMIN FEES	344.88			
9/06/2016	AP	DUE: 10/06/2016 DISC: 10/06/2016		1099: N		
		FIRE TEST BOOKS, ADMIN FEES		010 5-041-520	DEPARTMENT SUPPLIES	344.88
		=== VENDOR TOTALS ===	344.88			
=====						
01-56328	IRONWORKS WELDING & FABRICATIO					
I-590		3 PCS 304 STAINLESS, MACHININ	799.00			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		3 PCS 304 STAINLESS, MACHINING		900 5-037-478	PROFESSIONAL SERVICES	799.00
		=== VENDOR TOTALS ===	799.00			
=====						
01-01930	ISHAM TRUE VALUE HARDWARE					
I-12156		RUBBERMAID PITCHERS X 3	20.97			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		RUBBERMAID PITCHERS X 3		900 5-037-520	DEPARTMENT SUPPLIES	20.97
I-12162		MASONRY NAILS	24.95			
9/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		MASONRY NAILS		010 5-163-520	DEPARTMENT SUPPLIES	24.95
I-12165		1/8" NIPPLE, AIR COIL X 3	50.47			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		1/8" NIPPLE, AIR COIL X 3		010 5-163-520	DEPARTMENT SUPPLIES	50.47
I-12167		PLASTIC BUCKET	12.03			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		PLASTIC BUCKET		800 5-020-520	DEPARTMENT SUPPLIES	12.03
I-12168		FUNNEL	1.85			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		FUNNEL		800 5-020-520	DEPARTMENT SUPPLIES	1.85
I-12171		WASP/HORNET SPRAY	4.99			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		WASP/HORNET SPRAY		010 5-041-520	DEPARTMENT SUPPLIES	4.99
I-12173		NAIL POUCH, WASHERS, NUTS	10.07			
9/29/2016	AP	DUE: 10/29/2016 DISC: 10/29/2016		1099: N		
		NAIL POUCH, WASHERS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	10.07
		=== VENDOR TOTALS ===	125.33			

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=====						
01-02958	JAROD WARD					
=====						
I-201609293998		LUNCH-KC-DROP OFF EZ HAULER	10.00			
9/21/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		LUNCH-KC-DROP OFF EZ HAULER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-02686	JENNIFER BLAGG					
=====						
I-2016-3		3RD QTR 2016 MILEAGE RMBSMNT	105.41			
10/05/2016	AP	DUE: 10/05/2016 DISC: 10/05/2016		1099: N		
		3RD QTR 2016 MILEAGE RMBSMNT		010 5-017-490	TRAVEL EXPENSE REIMBURSE	105.41
=== VENDOR TOTALS ===			105.41			
=====						
01-55245	JENSEN TRACTOR RANCH, INC.					
=====						
I-148835		PTO SHAFT, SEAL	155.50			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		PTO SHAFT, SEAL		370 5-000-620	EQUIPMENT MAINTENANCE	155.50
=== VENDOR TOTALS ===			155.50			
=====						
01-59550	JOE SMITH COMPANY, INC.					
=====						
I-984162		CANDY BARS, PEANUTS, CHIPS	247.26			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		CANDY BARS, PEANUTS, CHIPS		370 5-000-507	CONCESSIONS	247.26
=== VENDOR TOTALS ===			247.26			
=====						
01-02422	JOSH MECOM					
=====						
I-201610044014		MEALS-SNYDER, NE-SMEAL TRK	106.00			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		MEALS-SNYDER, NE-SMEAL TRK		010 5-041-490	TRAVEL EXPENSE REIMBURSE	106.00
=== VENDOR TOTALS ===			106.00			
=====						
01-55398	KAN-SEAL					
=====						
I-11701		SEALANT-BLR #5 DRUM GASKETS	476.16			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		SEALANT-BLR #5 DRUM GASKETS		800 5-030-620	EQUIPMENT MAINTENANCE	476.16
=== VENDOR TOTALS ===			476.16			

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=====							
01-55620	KANSAS DEPARTMENT OF REVENUE						
I-2016-3		3RD QTR 2016 WATER FEES	13,990.55				
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N			
		3RD QTR 2016 WATER PROTECTION		900 5-046-495	WATER PROTECTION FEE	7,220.93	
		3RD QTR 2016 CLEAN DRINK FEE		900 5-046-497	CLEAN DRINKING WATER FEE	6,769.62	
		=== VENDOR TOTALS ===	13,990.55				
=====							
01-55700	KANSAS HIGHWAY PATROL						
I-6585751 - 6585775		KHP VINS	44.00				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	44.00	
		=== VENDOR TOTALS ===	44.00				
=====							
01-02070	KANSAS LUMBER COMPANY						
I-299441		REPLACEMENT DOOR	392.00				
9/12/2016	AP	DUE: 10/12/2016 DISC: 10/12/2016		1099: N			
		REPLACEMENT DOOR		140 5-134-610	BUILDING MAINTENANCE	392.00	
I-299474		LUMBER, SHIMS	15.18				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		LUMBER, SHIMS		900 5-027-520	DEPARTMENT SUPPLIES	15.18	
I-299482		LUMBER	5.91				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		LUMBER		800 5-030-520	DEPARTMENT SUPPLIES	5.91	
I-299535		FORM MATERIAL	16.59				
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N			
		FORM MATERIAL		010 5-163-520	DEPARTMENT SUPPLIES	16.59	
I-299670		ROOF SEALANT X 10 TUBES	103.00				
9/18/2016	AP	DUE: 10/18/2016 DISC: 10/18/2016		1099: N			
		ROOF SEALANT X 10 TUBES		010 5-017-610	BUILDING MAINTENANCE	103.00	
I-299722		ROOF SEALANT X 5 TUBES	51.50				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		ROOF SEALANT X 5 TUBES		010 5-017-610	BUILDING MAINTENANCE	51.50	
I-299760		ROOF SEALANT X 24 TUBES	247.20				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		ROOF SEALANT X 24 TUBES		010 5-017-610	BUILDING MAINTENANCE	247.20	
I-299891		WEATHER STRIP FOR DOOR	197.89				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		WEATHER STRIP FOR DOOR		140 5-134-610	BUILDING MAINTENANCE	197.89	
		=== VENDOR TOTALS ===	1,029.27				

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55810	KANSAS ONE-CALL SYSTEM, INC.						
I-6090200		9/16 LOCATE FEES	234.00				
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N			
		9/16 LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	117.00	
		9/16 LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	58.50	
		9/16 LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	58.50	
		=== VENDOR TOTALS ===	234.00				
=====							
01-59960	KANSAS STATE TREASURER						
I-201610044026		9/16 FEES, SURCHARGES	649.23				
10/03/2016	AP	DUE: 11/02/2016 DISC: 11/02/2016		1099: N			
		9/16 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	48.82	
		9/16 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	475.41	
		9/16 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	125.00	
		=== VENDOR TOTALS ===	649.23				
=====							
01-02777	KENDAL FRANCIS						
I-201609304006		MILEAGE-INDY, KS-CITY MGR MTG	23.76				
9/23/2016	AP	DUE: 9/23/2016 DISC: 9/23/2016		1099: N			
		MILEAGE-INDY, KS-CITY MGR MTG		010 5-012-490	TRAVEL EXPENSE REIMBURSE	23.76	
I-201609304007		MILES, MEALS-KC, MO-ICMA CNFR	238.44				
9/24/2016	AP	DUE: 9/24/2016 DISC: 9/24/2016		1099: N			
		MILES-KC, MO-ICMA CONFERENCE		010 5-012-490	TRAVEL EXPENSE REIMBURSE	181.44	
		MEALS-KC, MO-ICMA CONFERENCE		010 5-012-490	TRAVEL EXPENSE REIMBURSE	57.00	
I-201610044027		MILES-INDY-COLLABORATION MTG	23.76				
10/03/2016	AP	DUE: 10/03/2016 DISC: 10/03/2016		1099: N			
		MILES-INDY-COLLABORATION MTG		010 5-012-490	TRAVEL EXPENSE REIMBURSE	23.76	
I-201610054041		MILES, MEALS-OP, KS-LKM CNFRN	259.64				
10/07/2016	AP	DUE: 10/07/2016 DISC: 10/07/2016		1099: N			
		MILEAGE-OP, KS-LKM CONFERENCE		010 5-012-490	TRAVEL EXPENSE REIMBURSE	170.64	
		MEALS-OP, KS-LKM CONFERENCE		010 5-012-490	TRAVEL EXPENSE REIMBURSE	89.00	
		=== VENDOR TOTALS ===	545.60				
=====							
01-56125	KU PUBLIC MANAGEMENT CENTER						
I-2786		SUPERVISORY LEADERSHIP TRNG	4,800.00				
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N			
		SUPERVISORY LEADERSHIP TRNG		010 5-014-428	CONFERENCES-SCHOOLS	400.00	
		SUPERVISORY LEADERSHIP TRNG		010 5-023-428	CONFERENCES-SCHOOLS	800.00	
		SUPERVISORY LEADERSHIP TRNG		010 5-041-428	CONFERENCES-SCHOOLS	1,200.00	
		SUPERVISORY LEADERSHIP TRNG		010 5-071-428	CONFERENCES-SCHOOLS	400.00	
		SUPERVISORY LEADERSHIP TRNG		800 5-020-428	CONFERENCES-SCHOOLS	800.00	
		SUPERVISORY LEADERSHIP TRNG		800 5-030-428	CONFERENCES-SCHOOLS	400.00	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56125	KU PUBLIC MANAGEMENT CENTER	(** CONTINUED **)				
		SUPERVISORY LEADERSHIP TRNG		900 5-026-428	CONFERENCES-SCHOOLS	200.00
		SUPERVISORY LEADERSHIP TRNG		900 5-027-428	CONFERENCES-SCHOOLS	200.00
		SUPERVISORY LEADERSHIP TRNG		900 5-036-428	CONFERENCES-SCHOOLS	200.00
		SUPERVISORY LEADERSHIP TRNG		900 5-037-428	CONFERENCES-SCHOOLS	200.00
		=== VENDOR TOTALS ===	4,800.00			
=====						
01-00416	KURT TAYLOR					
I-201609293999		LUNCH-KS-DROP OFF EZ HAULER	10.00			
9/21/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		LUNCH-KS-DROP OFF EZ HAULER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
I-201609294000		LUNCH-KC-PICK UP EZ HAULER	10.00			
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N		
		LUNCH-KC-PICK UP EZ HAULER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	20.00			
=====						
01-02170	LEADERSHIP COFFEYVILLE					
I-201609293992		CLASS FEES - T.OSBORN	350.00			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		CLASS FEES - T.OSBORN		010 5-071-428	CONFERENCES-SCHOOLS	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-56329	LEAGUE OF KANSAS MUNICIPALITIE					
I-16-2862		KOMA, KORA PUBLICATIONS	303.80			
10/04/2016	AP	DUE: 10/04/2016 DISC: 10/04/2016		1099: N		
		KOMA, KORA PUBLICATIONS		010 5-015-444	DUES/SUBSCRIPTION/PUBLIC	101.27
		KOMA, KORA PUBLICATIONS		010 5-013-444	DUES/SUBSCRIPTION/PUBLIC	101.27
		KOMA, KORA PUBLICATIONS		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	101.26
		=== VENDOR TOTALS ===	303.80			
=====						
01-56500	LOCKE SUPPLY COMPANY					
I-29567251-00		HVAC REFRIGERANT RECOVERY MAC	621.72			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		HVAC REFRIGERANT RECOVERY MACH		010 5-071-850	OTHER EQUIPMENT	621.72
		=== VENDOR TOTALS ===	621.72			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56558 MCCARTY'S OFFICE MACHINES, INC							
I-V02163-00		STABALIZING FEET FOR PANELS	50.00				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		STABALIZING FEET FOR PANELS		010 5-041-550	OFFICE SUPPLIES	50.00	
		=== VENDOR TOTALS ===	50.00				
=====							
01-02430 MED-ECON PHARMACY							
I-493874		UPS - LAB TESTING	246.64				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		UPS - LAB TESTING		900 5-036-550	OFFICE SUPPLIES	246.64	
		=== VENDOR TOTALS ===	246.64				
=====							
01-56890 MERLE KELLY FORD, INC.							
I-58210		CABIN AIR FILTERS	60.63				
9/20/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N			
		CABIN AIR FILTERS		010 5-163-680	VEHICLE-PARTS	60.63	
		=== VENDOR TOTALS ===	60.63				
=====							
01-56909 METRO COURIER, INC.							
I-0097180-IN		LAB TEST TO KDHE	29.00				
9/15/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N			
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	29.00	
		=== VENDOR TOTALS ===	29.00				
=====							
01-03430 MIDWEST OFFICE							
I-1047320		TONER HP LASER JET	183.99				
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N			
		TONER HP LASER JET		010 5-023-550	OFFICE SUPPLIES	183.99	
I-1047744		TONER HP LASER JET BLK	72.99				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		TONER HP LASER JET BLK		010 5-023-550	OFFICE SUPPLIES	72.99	
I-1047932		SHEET PROTECTORS	19.87				
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N			
		SHEET PROTECTORS		010 5-041-550	OFFICE SUPPLIES	19.87	
I-1048612		ENVELOPES, STAPLER, TAPE	70.51				
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N			
		STAPLER, TAPE, PADS		010 5-017-550	OFFICE SUPPLIES	29.91	
		COIN ENVELOPES		010 5-016-550	OFFICE SUPPLIES	40.60	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03430	MIDWEST OFFICE	(** CONTINUED **)				
=====						
I-1049495		DRY ERASE MARKERS	2.00			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		DRY ERASE MARKERS		010 5-163-550	OFFICE SUPPLIES	2.00
=====						
I-1049974		TIME CLOCK	368.60			
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		TIME CLOCK		370 5-000-850	OTHER EQUIPMENT	368.60
=== VENDOR TOTALS ===			717.96			
=====						
01-02394	MIKE O' CONNOR					
=====						
I-201610054039		MEALS, MILES-SNYDER, NE	583.36			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		MEALS-SNYDER, NE-SMEAL TRUCK		010 5-041-490	TRAVEL EXPENSE REIMBURSE	106.00
		MILES-SNYDER, NE-SMEAL TRUCK		010 5-041-490	TRAVEL EXPENSE REIMBURSE	477.36
=== VENDOR TOTALS ===			583.36			
=====						
01-02610	MULLER CONSTRUCTION, INC.					
=====						
I-16425		HAULED 31.05 TONS ROCK	352.42			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		HAULED 31.05 TONS ROCK		760 5-000-565	ROCK-SAND-DIRT	352.42
=== VENDOR TOTALS ===			352.42			
=====						
01-57482	MYGOV, LLC					
=====						
I-1780		10/16 USER LICENSES, SUPPORT	450.00			
10/01/2016	AP	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		10/16 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	125.00
		10/16 SOFTWARE SUPPORT		010 5-071-424	CONTRACTUAL AGREEMENTS	125.00
		10/16 USER LICENSE X 2		010 5-045-424	CONTRACTUAL AGREEMENTS	100.00
		10/16 USER LICENSE		010 5-041-424	CONTRACTUAL AGREEMENTS	50.00
		10/16 USER LICENSE		010 5-071-424	CONTRACTUAL AGREEMENTS	50.00
=== VENDOR TOTALS ===			450.00			
=====						
01-02657	NADO ALLEY					
=====						
I-10119		EMBROIDERED SHIRTS X 5-WARD	49.27			
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N		
		EMBROIDERED SHIRTS X 5-WARD		800 5-020-515	CLOTHING	49.27
=====						
I-10125		EMBROIDER COAT & OVERALLS	19.71			
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N		
		EMBROIDER COAT & OVERALLS		800 5-020-515	CLOTHING	19.71
=== VENDOR TOTALS ===			68.98			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57489	NALCO COMPANY					
I-64764108		3D TRASAR-PP CHEMICALS	3,573.90			
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		3D TRASAR-PP CHEMICALS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	3,573.90
		=== VENDOR TOTALS ===	3,573.90			
=====						
01-57783	NEWMAN SIGNS, INC.					
I-TI-0302255		PRISMATIC SHEETING - GREEN	123.75			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		PRISMATIC SHEETING - GREEN		010 5-163-585	TRAFFIC SIGN MATERIAL	123.75
I-TI-0302290		WHITE LETTERS	166.83			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		WHITE LETTERS		010 5-163-585	TRAFFIC SIGN MATERIAL	166.83
I-TI-0302607		POST,LETTERS,BLADES,STOP SIGN	6,574.93			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		POST,LETTERS,BLADES,STOP SIGNS		010 5-163-585	TRAFFIC SIGN MATERIAL	6,574.93
		=== VENDOR TOTALS ===	6,865.51			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
C-0144-140318		STARTER CORE CREDIT	20.00CR			
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N		
		STARTER CORE CREDIT		010 5-163-680	VEHICLE-PARTS	20.00CR
I-0144-140206		STARTER	198.01			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		STARTER		010 5-163-680	VEHICLE-PARTS	198.01
I-0144-140207		MEGACRIMP, HOSE, FITTINGS	21.31			
9/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: N		
		MEGACRIMP, HOSE, FITTINGS		800 5-020-620	EQUIPMENT MAINTENANCE	21.31
I-0144-141102		4-WAY VALVE	68.35			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		4-WAY VALVE		010 5-163-680	VEHICLE-PARTS	68.35
I-0144-141103		WIPER BLADES FOR PS FLEET	279.70			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		WIPER BLADES FOR PS FLEET		010 5-163-590	VEHICLE-EQUIP SUPPLIES	279.70
I-0144-141517		STARTER, 5 FT HOSE	208.41			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		STARTER, 5 FT HOSE		010 5-163-680	VEHICLE-PARTS	208.41

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02720	O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
=====							
I-0144-141914		COUPLER, GAUGE FOR AIR BUBBLE	8.94				
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N			
		COUPLER, GAUGE FOR AIR BUBBLE		010 5-163-620	EQUIPMENT MAINTENANCE	8.94	
		=== VENDOR TOTALS ===	764.72				
=====							
01-02700	O.K. ELECTRIC WORKS, INC.						
=====							
I-09660		STARTER	122.00				
9/13/2016	AP	DUE: 10/13/2016 DISC: 10/13/2016		1099: N			
		STARTER		010 5-163-620	EQUIPMENT MAINTENANCE	122.00	
=====							
I-09676		REPLACEMENT SEWAGE PUMP	429.91				
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N			
		REPLACEMENT SEWAGE PUMP		900 5-027-850	OTHER EQUIPMENT	429.91	
		=== VENDOR TOTALS ===	551.91				
=====							
01-57872	OKLAHOMA RUBBER & GASKET COMPA						
=====							
I-111724		HOSES, FITTINGS COOLING TWR #	150.66				
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N			
		HOSES, FITTINGS COOLING TWR #4		800 5-030-620	EQUIPMENT MAINTENANCE	150.66	
		=== VENDOR TOTALS ===	150.66				
=====							
01-02728	ORSCHL N COFFEYVILLE 36 - TAXA						
=====							
I-5585		NUTS, BOLTS, WASHERS	8.56				
9/03/2016	AP	DUE: 9/03/2016 DISC: 9/03/2016		1099: N			
		NUTS, BOLTS, WASHERS		800 5-030-520	DEPARTMENT SUPPLIES	8.56	
=====							
I-6747		NYLON ROPE	8.67				
9/08/2016	AP	DUE: 9/08/2016 DISC: 9/08/2016		1099: N			
		NYLON ROPE		800 5-020-520	DEPARTMENT SUPPLIES	8.67	
=====							
I-6928		CONNECTOR, PLATE, BOX	8.18				
9/09/2016	AP	DUE: 9/09/2016 DISC: 9/09/2016		1099: N			
		CONNECTOR, PLATE, BOX		800 5-030-520	DEPARTMENT SUPPLIES	8.18	
=====							
I-7919		PLATE, BOX, END SOCKET	12.01				
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N			
		PLATE, BOX, END SOCKET		800 5-030-520	DEPARTMENT SUPPLIES	12.01	
=====							
I-7934		WEEDEATER TUNE-UP KIT	18.60				
9/14/2016	AP	DUE: 9/14/2016 DISC: 9/14/2016		1099: N			
		WEEDEATER TUNE-UP KIT		800 5-030-620	EQUIPMENT MAINTENANCE	18.60	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02728	ORSCHLH COFFEYVILLE 36 - TAXA(** CONTINUED **)					
I-8096		TRAILER TAIL LIGHT X 2	15.31			
9/15/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N		
		TRAILER TAIL LIGHT X 2		800 5-020-620	EQUIPMENT MAINTENANCE	15.31
		=== VENDOR TOTALS ===	71.33			
=====						
01-58037	PACE ANALYTICAL SERVICES, INC.					
I-1660011335		LAB TESTS FOR WWTP	128.00			
9/07/2016	AP	DUE: 10/07/2016 DISC: 10/07/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-1660011798		LAB TESTS FOR WWTP	145.00			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-1660011837		LAB TESTS FOR WWTP	145.00			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-1660011867		LAB TESTS FOR WWTP	239.00			
9/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	239.00
I-1660012193		LAB TESTS FOR WWTP	145.00			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-1660012348		LAB TESTS FOR WWTP	158.00			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	158.00
I-1660012517		LAB TESTS FOR WWTP	128.00			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-1660012551		LAB TESTS FOR WWTP	145.00			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
		=== VENDOR TOTALS ===	1,233.00			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58002	PCS TECHNOLOGIES, INC.					
I-201125		BAL DUE-2 LTE ACCESS POINTS	7,824.14			
9/23/2016	AP	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		BAL DUE-2 LTE ACCESS POINTS		720 5-000-850	OTHER EQUIPMENT	7,824.14
		=== VENDOR TOTALS ===	7,824.14			
=====						
01-58180	PEREGRINE CORPORATION					
I-234638		9/19/16 LATE NOTICES	233.20			
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		9/19/16 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	233.20
I-234667		5000 WINDOW ENVELOPES	203.96			
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		5000 WINDOW ENVELOPES		010 5-131-550	OFFICE SUPPLIES	203.96
I-234669		5000 REGULAR ENVELOPES	200.46			
9/20/2016	AP	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		5000 REGULAR ENVELOPES		010 5-131-550	OFFICE SUPPLIES	200.46
I-235169		9/16/16 UTILITY BILL PRINTING	835.06			
9/23/2016	AP	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		9/16/16 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	835.06
		=== VENDOR TOTALS ===	1,472.68			
=====						
01-00312	PHILIP CRANOR					
I-201610054028		MEALS-STILLWATER-WARTSILA	81.00			
9/25/2016	AP	DUE: 9/25/2016 DISC: 9/25/2016		1099: N		
		MEALS-STILLWATER-WARTSILA		800 5-030-490	TRAVEL EXPENSE REIMBURSE	81.00
I-201610054029		FUEL-STILLWATER-WARTSILA	25.00			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		FUEL-STILLWATER-WARTSILA		800 5-030-545	MOTOR FUELS/LUBRICANTS	25.00
		=== VENDOR TOTALS ===	106.00			
=====						
01-58310	PITNEY BOWES, INC.					
I-1001995142		POSTAGE DEVICE RNTL THRU 1/17	105.00			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		POSTAGE DEVICE RNTL THRU 1/17		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	105.00
		=== VENDOR TOTALS ===	105.00			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58393		POOR BOY TREE SERVICE, INC.				
I-201609294001		TREE TRIMMING THRU 9/23/16	4,517.82			
9/23/2016	AP	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		TREE TRIMMING THRU 9/23/16		800 5-020-424	CONTRACTUAL AGREEMENTS	4,517.82
I-201610044011		TREE TRIMMING THRU 9/30/16	3,897.75			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		TREE TRIMMING THRU 9/30/16		800 5-020-424	CONTRACTUAL AGREEMENTS	3,897.75
I-201610044012		SPRAYING RIGHT OF WAYS	431.05			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		SPRAYING RIGHT OF WAYS		800 5-020-424	CONTRACTUAL AGREEMENTS	431.05
		=== VENDOR TOTALS ===	8,846.62			
=====						
01-58440		POWER SPECIALTIES, INC.				
I-142881		FLASH MEDIA DRIVE ASSEMBLY	282.00			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		FLASH MEDIA DRIVE ASSEMBLY		800 5-030-620	EQUIPMENT MAINTENANCE	282.00
		=== VENDOR TOTALS ===	282.00			
=====						
01-58513		PROTECTIVE EQUIPMENT TESTING L				
I-54914		SAFETY GLOVE TESTING X 32	195.00			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		SAFETY GLOVE TESTING X 32		800 5-020-672	SAFETY EQUIP TESTING	195.00
		=== VENDOR TOTALS ===	195.00			
=====						
01-58610		QUALITY MOTORS OF INDEPENDENCE				
I-136338		EGR VALVE WIRES, LABOR	308.79			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		EGR VALVE WIRES		800 5-040-680	VEHICLE-PARTS	45.90
		R/R EGR VALVE WIRES		800 5-040-690	VEHICLE-LABOR	262.89
		=== VENDOR TOTALS ===	308.79			
=====						
01-02113		RADIO RESULTS GROUP				
I-285-00028-0004		9/16 KGGF ADVERTISING	26.40			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		9/16 KGGF ADVERTISING		370 5-000-482	PUBLIC NOTICES	26.40
I-285-00030-0000		9/16 KUSN ADVERTISING	168.00			
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		9/16 KUSN ADVERTISING		370 5-000-482	PUBLIC NOTICES	168.00
		=== VENDOR TOTALS ===	194.40			

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58871	RESERVE ACCOUNT					
I-201610054042		REFILL POSTAGE ACCT 20217030	3,000.00			
10/05/2016	AP	DUE: 10/05/2016 DISC: 10/05/2016		1099: N		
		REFILL POSTAGE ACCT 20217030		010 5-131-560	POSTAGE	3,000.00
		=== VENDOR TOTALS ===	3,000.00			
=====						
01-58965	ROLLING PRAIRIE					
I-51588		BLOWER FILTER CLEANING	24.00			
9/12/2016	AP	DUE: 9/12/2016 DISC: 9/12/2016		1099: N		
		BLOWER FILTER CLEANING		900 5-037-620	EQUIPMENT MAINTENANCE	24.00
		=== VENDOR TOTALS ===	24.00			
=====						
01-03247	ROUGH COUNTRY TOWING & RECOVER					
I-4790		TOW CPD UNIT 1426 TO BVILLE	185.00			
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		TOW CPD UNIT 1426 TO BVILLE		010 5-023-478	PROFESSIONAL SERVICES	185.00
I-8553		TOW 1994 LEXUS 16-8622	70.00			
9/19/2016	AP	DUE: 9/19/2016 DISC: 9/19/2016		1099: N		
		TOW 1994 LEXUS 16-8622		010 5-023-478	PROFESSIONAL SERVICES	70.00
		=== VENDOR TOTALS ===	255.00			
=====						
01-59005	RUHRPUMPEN, INC.					
I-SL1/13791		#5 BOILER FEED PUMP REPAIR	20,610.00			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		#5 BOILER FEED PUMP REPAIR		810 5-030-620	EQUIPMENT MAINTENANCE	20,610.00
		=== VENDOR TOTALS ===	20,610.00			
=====						
01-03251	RURAL WATER DISTRICT NO. 6					
I-201610054030		10/16 WATER USAGE-AIRPORT	15.00			
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		10/16 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	15.00
I-201610054031		10/16 WATER USAGE-DEWEY PRPRT	15.00			
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		10/16 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	15.00
		=== VENDOR TOTALS ===	30.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-59125	SANDBAGGER GOLF & TURF						
I-12253		HUSTLER MOWER BLADES	466.95				
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N			
		HUSTLER MOWER BLADES		370 5-000-620	EQUIPMENT MAINTENANCE	466.95	
I-12254		HUSTLER REAR/STEERING LINKAGE	141.15				
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N			
		HUSTLER REAR/STEERING LINKAGE		370 5-000-620	EQUIPMENT MAINTENANCE	141.15	
=== VENDOR TOTALS ===			608.10				
=====							
01-03387	SEK MEDIA, LLC						
I-24-00013-0008		9/16 KGGF ADVERTISING	276.00				
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N			
		9/16 KGGF ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80	
		9/16 KGGF ADVERTISING		370 5-000-478	PROFESSIONAL SERVICES	11.04	
		9/16 KGGF ADVERTISING		450 5-000-478	PROFESSIONAL SERVICES	2.76	
		9/16 KGGF ADVERTISING		720 5-000-478	PROFESSIONAL SERVICES	13.80	
		9/16 KGGF ADVERTISING		760 5-000-478	PROFESSIONAL SERVICES	13.80	
		9/16 KGGF ADVERTISING		800 5-040-478	PROFESSIONAL SERVICES	41.40	
		9/16 KGGF ADVERTISING		900 5-046-478	PROFESSIONAL SERVICES	20.70	
		9/16 KGGF ADVERTISING		900 5-047-478	PROFESSIONAL SERVICES	20.70	
I-24-00014-0008		9/16 KUSN ADVERTISING	276.00				
9/30/2016	AP	DUE: 9/30/2016 DISC: 9/30/2016		1099: N			
		9/16 KUSN ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80	
		9/16 KUSN ADVERTISING		370 5-000-478	PROFESSIONAL SERVICES	11.04	
		9/16 KUSN ADVERTISING		450 5-000-478	PROFESSIONAL SERVICES	2.76	
		9/16 KUSN ADVERTISING		720 5-000-478	PROFESSIONAL SERVICES	13.80	
		9/16 KUSN ADVERTISING		760 5-000-478	PROFESSIONAL SERVICES	13.80	
		9/16 KUSN ADVERTISING		800 5-040-478	PROFESSIONAL SERVICES	41.40	
		9/16 KUSN ADVERTISING		900 5-046-478	PROFESSIONAL SERVICES	20.70	
		9/16 KUSN ADVERTISING		900 5-047-478	PROFESSIONAL SERVICES	20.70	
=== VENDOR TOTALS ===			552.00				
=====							
01-59315	SELLERS EQUIPMENT, INC.						
I-IC338649		BLADES, BOLTS, NUTS	549.46				
9/26/2016	AP	DUE: 9/26/2016 DISC: 9/26/2016		1099: N			
		BLADES, BOLTS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	549.46	
=== VENDOR TOTALS ===			549.46				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-59330	SENTRY EQUIPMENT CORPORATION						
I-147292		FLOW METER X 3-BOILER #4	522.29				
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N			
		FLOW METER X 3-BOILER #4		800 5-030-620	EQUIPMENT MAINTENANCE	522.29	
		=== VENDOR TOTALS ===	522.29				
=====							
01-03460	SHERWIN WILLIAMS COMPANY						
I-1824-0		60 GALLONS STREET PAINT	972.00				
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N			
		60 GALLONS STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	972.00	
I-2095-6		60GAL. STREET PAINT,BUCKET,LI	976.32				
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N			
		60GAL. STREET PAINT,BUCKET,LID		010 5-163-520	DEPARTMENT SUPPLIES	976.32	
I-2114-5		20 GALLONS STREET PAINT	324.00				
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N			
		20 GALLONS STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	324.00	
I-2212-7		20 GALLONS STREET PAINT	324.00				
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N			
		20 GALLONS STREET PAINT		010 5-163-520	DEPARTMENT SUPPLIES	324.00	
		=== VENDOR TOTALS ===	2,596.32				
=====							
01-59813	SPECIAL-OPS UNIFORMS, INC.-TUL						
I-770305		UNIFORM SHIRTS-BROMLEY	209.97				
7/18/2016	AP	DUE: 7/18/2016 DISC: 7/18/2016		1099: N			
		UNIFORM SHIRTS-BROMLEY		010 5-023-515	CLOTHING	209.97	
		=== VENDOR TOTALS ===	209.97				
=====							
01-60009	STOP STICK, LTD.						
I-0007442-IN		12' STOP STICK X 5, TRNG KIT	2,962.00				
9/15/2016	AP	DUE: 9/15/2016 DISC: 9/15/2016		1099: N			
		12' STOP STICK X 5, TRNG KIT		010 5-023-583	OTHER EQUIPMENT	2,962.00	
		=== VENDOR TOTALS ===	2,962.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
I-27168		BALL JOINTS, MODULE	91.00			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		BALL JOINTS, MODULE		010 5-163-620	EQUIPMENT MAINTENANCE	91.00
		=== VENDOR TOTALS ===	91.00			
=====						
01-60168	SYSCO OF KANSAS CITY, INC.					
I-609221389		CANDY, GATORADE, CUPS, BURGER	505.32			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		CANDY, GATORADE, CUPS, BURGERS		370 5-000-507	CONCESSIONS	505.32
		=== VENDOR TOTALS ===	505.32			
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
I-681103		WELDING ROD	109.40			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		WELDING ROD		010 5-163-520	DEPARTMENT SUPPLIES	109.40
I-681309		COMPRESSED HYDROGEN X 10	260.50			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	CHEMICALS/FERTILIZERS/SE	260.50
I-681414		DUST MASKS,SWEATBANDS X 100	140.64			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		DUST MASKS,SWEATBANDS X 100		800 5-030-520	DEPARTMENT SUPPLIES	140.64
I-681558		SAFETY GLASSES	12.66			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	12.66
		=== VENDOR TOTALS ===	523.20			
=====						
01-50100	TITLEIST					
I-903133237		GOLF BALLS X 33 DOZEN	773.47			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		GOLF BALLS X 33 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	773.47
		=== VENDOR TOTALS ===	773.47			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60174	TLC GROUNDSKEEPING LLC					
I-7408		8/16 AIRPORT MOWING,BRUSH HOG	2,750.00			
9/07/2016	AP	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		8/16 AIRPORT MOWING,BRUSH HOG		360 5-000-478	PROFESSIONAL SERVICES	2,750.00
		=== VENDOR TOTALS ===	2,750.00			
=====						
01-03807	TOBY HUNT					
I-201610054032		3RD QTR 2016 MILEAGE RMBSMNT	16.47			
10/01/2016	AP	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		3RD QTR 2016 MILEAGE RMBSMNT		010 5-016-490	TRAVEL EXPENSE REIMBURSE	16.47
		=== VENDOR TOTALS ===	16.47			
=====						
01-03808	TOM DARBRO					
I-201609304008		MEALS, FUEL-ALLEN, TX-WTCHGRD	179.71			
9/18/2016	AP	DUE: 9/18/2016 DISC: 9/18/2016		1099: N		
		MEALS-ALLEN, TX-WATCHGUARD		010 5-023-490	TRAVEL EXPENSE REIMBURSE	111.00
		FUEL-ALLEN, TX-WTCHGRD		010 5-023-545	MOTOR FUELS/LUBRICANTS	64.71
		TOLLS-ALLEN, TX-WTCHGRD		010 5-023-490	TRAVEL EXPENSE REIMBURSE	4.00
		=== VENDOR TOTALS ===	179.71			
=====						
01-03810	TOOL SUPPLY, INC.					
I-0087318-00		SCREWS,LOCKNUTS FOR VALVE STE	19.44			
9/15/2016	AP	DUE: 10/15/2016 DISC: 10/15/2016		1099: N		
		SCREWS,LOCKNUTS FOR VALVE STEM		900 5-037-520	DEPARTMENT SUPPLIES	19.44
I-0087337-00		RATCHET REPAIR KIT	20.33			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		RATCHET REPAIR KIT		010 5-163-580	TOOLS	20.33
I-0087370-00		CARBIDE BURR	27.21			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		CARBIDE BURR		800 5-030-580	TOOLS	27.21
I-0087373-00		DRILL BITS,ANCHOR,BOLTS X 100	55.21			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		DRILL BITS,ANCHOR,BOLTS X 100		800 5-030-520	DEPARTMENT SUPPLIES	55.21
I-0087390-00		MECHANICS VISE	217.91			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		MECHANICS VISE		800 5-020-520	DEPARTMENT SUPPLIES	217.91

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03810	TOOL SUPPLY, INC.		(** CONTINUED **)			
=====						
I-0087400-00		IMPACT SOCKET, HEX KEY	59.72			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		IMPACT SOCKET, HEX KEY		800 5-030-580	TOOLS	59.72
=====						
I-0087401-00		ASPHALT CUTTING BLADE X 10	129.60			
9/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		ASPHALT CUTTING BLADE X 10		900 5-026-520	DEPARTMENT SUPPLIES	129.60
=====						
I-0087413-00		IMPACT, COMBO WRENCHES	135.00			
9/29/2016	AP	DUE: 10/29/2016 DISC: 10/29/2016		1099: N		
		IMPACT, COMBO WRENCHES		900 5-026-580	TOOLS	135.00
=====						
I-0087424-00		CARBIDE BURR X 4	140.60			
9/29/2016	AP	DUE: 10/29/2016 DISC: 10/29/2016		1099: N		
		CARBIDE BURR X 4		800 5-030-580	TOOLS	140.60
=====						
I-0087430-00		HOSE CLAMPS X 10	22.45			
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		HOSE CLAMPS X 10		800 5-030-520	DEPARTMENT SUPPLIES	22.45
		=== VENDOR TOTALS ===	827.47			
=====						
01-60410	TOTAH COMMUNICATIONS, INC.					
=====						
I-201610054033		10/16 E911 - LIBERTY	26.63			
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		10/16 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	26.63
=====						
I-201610054034		10/16 E911 - TYRO	26.63			
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		10/16 E911 - TYRO		510 5-000-416	COMMUNICATIONS	26.63
		=== VENDOR TOTALS ===	53.26			
=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
=====						
I-112334-00		WIRE STRIPPER	14.66			
9/08/2016	AP	DUE: 10/08/2016 DISC: 10/08/2016		1099: N		
		WIRE STRIPPER		010 5-041-580	TOOLS	14.66
=====						
I-112404-00		MINIATURE BULBS,WIRE X 100 FT	187.16			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		MINIATURE BULBS		800 5-030-530	ELECTRICAL	172.24
		YELLOW WIRE X 100 FT.		800 5-030-520	DEPARTMENT SUPPLIES	14.92
=====						
I-112405-00		WIRE STRIPPER/CUTTER	21.36			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		WIRE STRIPPER/CUTTER		800 5-020-580	TOOLS	21.36

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)				
I-112434-00		METAL UTILITY BOXES X 4	3.49			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		METAL UTILITY BOXES X 4		800 5-030-520	DEPARTMENT SUPPLIES	3.49
I-112435-00		CONDUIT, RECEPTACLES, BOX	57.27			
9/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: N		
		CONDUIT, RECEPTACLES, BOX		800 5-030-520	DEPARTMENT SUPPLIES	57.27
I-112492-00		RECEPTACLE PLATES X 4-STOCK	5.73			
9/22/2016	AP	DUE: 10/22/2016 DISC: 10/22/2016		1099: N		
		RECEPTACLE PLATES X 4-STOCK		800 5-030-520	DEPARTMENT SUPPLIES	5.73
I-112577-00		LED LIGHT-STOCK	65.30			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		LED LIGHT-STOCK		800 5-020-530	ELECTRICAL	65.30
I-112578-00		REPLACED BALLAST-PUB SVC BLDG	28.82			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		REPLACED BALLAST-PUB SVC BLDG		800 5-020-572	SUPPLIES-OTHER	28.82
I-112579-00		LIGHT REPAIR-VALOR COURT	8.35			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		LIGHT REPAIR-VALOR COURT		800 5-020-572	SUPPLIES-OTHER	8.35
I-112580-00		LIGHT,GCFI-BROWN MANSION RPR	97.27			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		LIGHT,GCFI-BROWN MANSION RPR		800 5-020-572	SUPPLIES-OTHER	97.27
		=== VENDOR TOTALS ===	489.41			
=====						
01-54772		TYLER TECHNOLOGIES, INC.				
I-025-168118		10/16 ONLINE COMPONENT, WEB	300.08			
9/30/2016	AP	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		10/16 ONLINE COMPONENT, WEB		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08
		=== VENDOR TOTALS ===	300.08			
=====						
01-60800		U.S. BANK EQUIPMENT FINANCE, I				
I-314428756		COPIER LEASE X 2	351.24			
9/29/2016	AP	DUE: 9/29/2016 DISC: 9/29/2016		1099: N		
		COPIER LEASE - ADMIN		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	290.95
		COPIER LEASE - DETECTIVES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	60.29
		=== VENDOR TOTALS ===	351.24			

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-60865	UCI UTILITY CONSULTANTS, INC.					
=====						
I-18306		2017 DOT, ADMIN FEES	1,480.00			
9/01/2016	AP	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		2017 DOT, ADMIN FEES		010 5-163-478	PROFESSIONAL SERVICES	462.50
		2017 DOT, ADMIN FEES		800 5-020-478	PROFESSIONAL SERVICES	416.25
		2017 DOT, ADMIN FEES		760 5-000-478	PROFESSIONAL SERVICES	46.25
		2017 DOT, ADMIN FEES		900 5-027-478	PROFESSIONAL SERVICES	92.50
		2017 DOT, ADMIN FEES		900 5-026-478	PROFESSIONAL SERVICES	370.00
		2017 DOT, ADMIN FEES		900 5-037-478	PROFESSIONAL SERVICES	92.50
		=== VENDOR TOTALS ===	1,480.00			
=====						
01-60830	UNITED STATES PLASTIC CORPORAT					
=====						
I-4900171		AEROFLO VENTING TAPS X 10	34.38			
9/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		AEROFLO VENTING TAPS X 10		800 5-030-620	EQUIPMENT MAINTENANCE	34.38
		=== VENDOR TOTALS ===	34.38			
=====						
01-51530	UNIVERSITY ENTERPRISES					
=====						
I-201609293991		OPS WWTP VOL 1 - JACKSON	113.00			
9/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		OPS WWTP VOL 1 - JACKSON		900 5-037-428	CONFERENCES-SCHOOLS	113.00
		=== VENDOR TOTALS ===	113.00			
=====						
01-60726	UPS					
=====						
I-00001652XV396		FREEDOM RUBBER, PROTECTIVE	112.54			
9/24/2016	AP	DUE: 9/24/2016 DISC: 9/24/2016		1099: N		
		FREEDOM RUBBER		800 5-030-550	OFFICE SUPPLIES	37.98
		PROTECTIVE LABS		800 5-020-550	OFFICE SUPPLIES	74.56
		=== VENDOR TOTALS ===	112.54			
=====						
01-60850	USA BLUEBOOK					
=====						
I-069724		SULFURIC ACID	74.90			
9/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		SULFURIC ACID		900 5-036-525	CHEMICALS/FERTILIZERS/SE	74.90
		=== VENDOR TOTALS ===	74.90			

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-03885	USD 445					
I-01-08312016		3Q16 YAC CUSTODIAL AGRMNT	3,851.28			
10/01/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		3Q16 YAC CUSTODIAL AGRMNT		140 5-000-424	CONTRACTUAL AGREEMENTS	3,851.28
=== VENDOR TOTALS ===			3,851.28			
=====						
01-60802	UV DOCTOR LAMPS LLC					
I-9870		U.V. BULBS FOR WWTP	6,427.74			
8/26/2016	AP	DUE: 8/26/2016 DISC: 8/26/2016		1099: N		
		U.V. BULBS FOR WWTP		910 5-611-850	OTHER EQUIPMENT	6,427.74
=== VENDOR TOTALS ===			6,427.74			
=====						
01-03925	VWP LAWN CARE					
I-097974		312 W MARTIN LOT CLEAN UP	100.00			
9/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		312 W MARTIN LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
I-201610044016		WEED LOT MOWING THRU 10/2	1,680.00			
10/03/2016	AP	DUE: 11/02/2016 DISC: 11/02/2016		1099: N		
		WEED LOT MOWING THRU 10/2		700 5-000-424	CONTRACTUAL AGREEMENTS	1,680.00
=== VENDOR TOTALS ===			1,780.00			
=====						
01-61020	VWR INTERNATIONAL, INC.					
I-8046279625		SODIUM HYDROXIDE	16.88			
9/23/2016	AP	DUE: 10/23/2016 DISC: 10/23/2016		1099: N		
		SODIUM HYDROXIDE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	16.88
=== VENDOR TOTALS ===			16.88			
=====						
01-61053	WATCHGUARD VIDEO					
I-ADVREP081815		200GB HIGH-DEF DVR	2,575.00			
8/31/2016	AP	DUE: 8/31/2016 DISC: 8/31/2016		1099: N		
		200GB HIGH-DEF DVR		010 5-023-583	OTHER EQUIPMENT	2,575.00
=== VENDOR TOTALS ===			2,575.00			

PACKET: 02957 AO 16-19 10.11.16 PAYABL

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
=====						
01-61320		WICHITA STATE UNIVERSITY				
I-90871		FORCE SCIENCE PROGRAM X 2	300.00			
7/20/2016	AP	DUE: 8/19/2016 DISC: 8/19/2016		1099: N		
		FORCE SCIENCE PROGRAM-GRIGG		010 5-023-428	CONFERENCES-SCHOOLS	150.00
		FORCE SCIENCE PROGRAM-VARGAS		010 5-023-428	CONFERENCES-SCHOOLS	150.00
=== VENDOR TOTALS ===			300.00			
=== PACKET TOTALS ===			666,809.30			

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	October 11, 2016
RESOLUTION OR ORDINANCE NUMBER	R-16-125
AGENDA TITLE	A Resolution to authorize execution of Change Order No. 1 (Final Quantities) to the construction contract with Bindewald & Associates, LLC for sidewalk and driveway replacement on 9th Street from Camden Street to Hall Street (CDBG Grant No. 15-PF-042).
REQUESTING DEPARTMENT	Public Works/Engineering
PRESENTER	Chuck Shively, Director of Public Works
FISCAL INFORMATION	Cost as recommended: \$18,757.45 Increase
	Budget Line Item: 520-5-220-868
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	To authorize execution of Change Order No. 1 (Final Quantities) to the construction contract with Bindewald & Associates, LLC for sidewalk and driveway replacement on 9 th Street from Camden Street to Hall Street.
BACKGROUND	Last March the City Commission authorized award of a construction contract with Bindewald & Associates, LLC for sidewalk and driveway replacement on 9th Street from Camden Street to Hall Street. This project is being partially funded by a \$350,000.00 CDBG grant from the Kansas Department of Commerce.
SPECIAL NOTES	N/A

ANALYSIS	Like the other three projects constructed on 9th Street this summer, this project was awarded based on unit prices bid times the <u>estimated</u> quantities to be installed. This Change Order modifies the final contract price of the project to reflect unit prices bid times the <u>actual</u> quantities installed. On each of the four projects, some quantities increased, some decreased, and some remained unchanged. Specifically, on this project the largest portion of the change was due to the removal of 11 additional trees at the City's request because, although the trees were not directly in the path of the new sidewalk, the large roots of the trees growing into the sidewalk area would either cause the tree to die because of the construction or would cause future damage to the new sidewalks. Other causes of significant quantity increases for some line items were additional square feet of retaining walls constructed and the addition of some sidewalks from the new sidewalk to the street to accommodate handicapped or elderly residents accessing their mailboxes or being picked up by vehicles at the street. All of the quantity changes and corresponding cost changes are detailed in the proposed Change Order No. 1 and summary of items changed, which is included with this staff report. The original contract was awarded in the total amount of \$395,012.20. This proposed Change Order increases that amount by \$18,757.45, making the final cost of the construction project \$413,769.65.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A.
STAFF RECOMMENDATION	Approve the Resolution authorizing execution of Change Order No. 1 (Final) to the construction contract with Bindewald & Associates, LLC for sidewalk and driveway replacement on 9 th Street from Camden Street to Hall Street.
REFERENCE DOCUMENTS ATTACHED	• Resolution No. R-16-125 • Engineer's Change Order Summary No. 1 • Change Order No. 1

RESOLUTION NO. R-16-125

A RESOLUTION TO AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH BINDEWALD & ASSOCIATES, LLC FOR SIDEWALK AND DRIVEWAY REPLACEMENT ON 9TH STREET FROM CAMDEN STREET TO HALL STREET (CDBG GRANT PROJECT NO. 15-PF-042).

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 Change Order No. 1 to the Construction Contract with Bindewald & Associates, LLC for sidewalk and driveway replacement on 9th Street from Camden Street to Hall Street, increasing the final contract price by \$18,757.45, to a revised contract price of \$413,769.65.

ADOPTED THIS 11TH DAY OF OCTOBER 2016.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



COFFEYVILLE 9TH STREET
SIDEWALK IMPROVEMENTS

Engineer's Project Number

P125150011

Change Order No.

1

Project

Coffeyville 9th Street Sidewalk Improvements

Contractor:

Bindewald Maintenance

Contract Date

3/10/2016

Contract For: Sidewalk Improvemnts on 9th Street Hall to Camden

Item No.	Decription	Unit Price	Plan Quant	Actual Quant.	Diff.	Total
4	Tree Removal	\$1,150.00	13	24	11	\$12,650.00
5	Common Excavation	\$22.00	1546.4	1606.4	60	\$1,320.00
7	Concrete Pavement 6"	\$33.75	1247.7	1281.5	33.8	\$1,140.75
8	Sidewalk Construction 4"	\$29.25	4614.7	4706.7	92	\$2,691.00
9	Sidewalk Construction 6"	\$33.75	618	625.3	7.3	\$246.37
10	Aggregate Base (AB-3) 4"	\$3.15	5309.4	5562.2	252.8	\$796.32
11	Retaining Wall	\$12.00	428.4	719.9	291.5	\$3,498.00
12	Adjustment of Water Meter	\$150.00	1	14	13	\$1,950.00
13	Temporary Surfacing Material	\$35.00	1	0	-1	-\$35.00
15	Temporary Seeding	\$4,500.00	1	0	-1	-\$4,500.00
21	Transporting Salvageable Mat.	\$1,000.00	1	0	-1	-\$1,000.00

Total Changes

\$18,757.45

This Change results in the following adjustement of Contract Price and Contract time:

The Original Contract Sum Was	\$	395,012.20
The Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	395,012.20
The Contract Sum will <u>INCREASE</u> by this Change Order in the amount of	\$	18,757.45
The new Contract Sum including this Change Order will be	\$	413,769.65

The Contract Time will be UNCHANGED by Zero (0) days

The date of Substantial Completion as of the date of this Change Order therefore is 8/15/16

NOT VALID UNTIL SIGNED BY ENGINEER, CONTRACTOR AND OWNER



**COFFEYVILLE 9TH STREET
SIDEWALK IMPROVEMENTS**

TranSystems
Engineer (Firm Name)

115 South 6th, Independence
Address

By (Signature)

(Typed Name)

Date

Bindewald Maintenance
Contractor (Firm Name)

P.O. Box 933, Slidell, LA
Address

By (Signature)

(Typed Name)

Date

City of Coffeyville
Owner (Firm Name)

102 W. 7th, Coffeyville
Address

By (Signature)

(Typed Name)

Date

Below is a summary of items that were changed due to field adjustments for the sidewalk project from Camden Street to Hall Street on 9th Street. This is a reconciliation of quantities and the changes are based on how items were in the plan versus the items as constructed during the project.

Bid Item No. 4 Tree Removal- The contract provided 13 EA. Trees to be removed. After a walk through of the Project by Chuck Shively, Thomas Osborn, Jimmie Horner and Jeff Southard looking at tree removal that was not marked out on the original Plans that would end up interfering with construction of the sidewalk, it was deemed necessary to remove an additional 11 trees. The final contract quantity will be 24 EA increasing the contract \$12,650.00

Bid Item No. 5 Common Excavation- The contract provided 1546.4 CY of common excavation for this project. Due to additional sidewalks being placed from the sidewalk to the streets as directed by the City as well as tying back in to existing entrance walk ways it was necessary to excavate for these changes increasing the quantity by 60 CY. The final quantity for this item will be 1606.4 CY increasing the contract amount \$1320.00

Bid Item No. 7 Concrete Pavement 6"- The contract provided 1247.7 SY of 6" pavement for this project. During construction of the project a driveway was added therefore increasing the quantity by 33.8 SY. The final quantity for this item will be 1281.5 SY increasing the contract amount \$1140.75.

Bid Item No. 8 Sidewalk Construction 4"- The contract provided 4614.7 SY of 4" sidewalk for this project. During construction of the project it was directed by the city to put sidewalks from the back of curb to the sidewalk in various locations as well as tie in to existing entry walkways that was not originally accounted for therefore increasing the quantity by 92.0 SY. The final quantity for this item will be 4706.7 SY increasing the contract amount \$2691.00.

Bid Item No. 9 Sidewalk Construction 6"- The contract provided 618.0 SY of 6" sidewalk for this project. During construction of the project a driveway was added so it was then elected to place the thicker sidewalk in this area to withstand vehicle traffic as well increasing the quantity by 7.3 SY. The final quantity for this item will be 625.3 SY increasing the contract amount \$246.37.

Bid Item No. 10 Aggregate Base 4"- The contract provided 5309.4 SY of aggregate base for this project. During construction of the project with the addition of various sidewalks it was necessary to add additional base for these areas increasing the quantity by 252.8 SY. The final quantity for this item will be 5562.2 SY increasing the contract amount \$796.32

Bid Item No. 11 Retaining Wall- The contract provided 428.4 SF of retaining wall for this project. During construction of these walls it was necessary to adjust the wall heights or lengths appropriately in various locations in order to bring them to the proper elevations of the yards therefore increasing the quantity by 291.5 SF. The final quantity for this item will be 719.9 SF increasing the contract amount \$3498.00.

Bid Item No. 12 Adjustment of Water Meter- The contract provided 1.0 EA water meter adjustments for this project. During construction of the project and while performing grading procedures it was necessary to adjust more water meters than planned with six meters being adjusted during construction and eight more being adjusted after the initial punch list therefore increasing the quantity by 13.0 EA. The final quantity for this item will be 14.0 EA increasing the contract amount \$1950.00

Bid Item No. 13 Temporary Surfacing Material- The contract provided 1.0 CY of temporary surfacing material. This material was not needed during construction of this project therefore making the new quantity 0.0 CY and decreasing the contract amount \$35.00.

Bid Item No. 15 Temporary Seeding- The contract provided 1.0 LSUM for temporary seeding for the project. Other precautions were taken as well as permanent seeding operations following shortly behind finished products to not need this item during construction. The final quantity for this item will be 0.0 LSUM decreasing the contract amount \$4500.00.

Bid Item No. 21 Transporting Salvageable Material- The contract provided 1.0 LSUM for transporting salvageable material. There were no signs or any other materials returned to the city during construction of this project therefore this item was not needed making the new quantity 0.0 LSUM and decreasing the contract amount **\$1000.00.**

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	October 11, 2016
RESOLUTION OR ORDINANCE NUMBER	R-16-126
AGENDA TITLE	Resolution to approve the first amendment to lease for property located at 602-604 Union with the Community Health Center.
REQUESTING DEPARTMENT	Administration
PRESENTER	Kendal Francis, City Manager
FISCAL INFORMATION	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: ☐ Yes ☐ No
PURPOSE	Approve month-to-month lease for Community Health Center at 602-604 Union.
BACKGROUND	The Community Health Center of Southeast Kansas (CHC) entered into a five-year lease with the City of Coffeyville for 602-604 Union which expires October 31, 2016. CHC notified the city of their intent not to renew the lease as they plan to locate the health clinic to another building. They have requested a month-to-month lease until the move is finalized. This amended lease will begin on November 1, 2016, and continue until either party gives written notice of termination at least 30 days prior to the effective date of the termination. The lease will be \$3,656.50 per month.
SPECIAL NOTES	
ANALYSIS	

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve the first amendment to the Community Health Center lease to continue the lease on a month-to-month basis.
REFERENCE DOCUMENTS ATTACHED	First amendment to lease Resolution No. R-16-126

RESOLUTION NO. R-16-126

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH THE COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS.

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 the first amendment to the lease agreement with the Community Health Center of Southeast Kansas and the City of Coffeyville for property located at 602-604 Union Street.

Adopted this 11th day of October, 2016.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made as of the 11th day of October, 2016, by and between the City of Coffeyville, Kansas, a municipal corporation, P.O. Box 1629, Coffeyville, Kansas 67337 ("Landlord"), and Community Health Center of Southeast Kansas, Inc., 3011 N. Michigan, Pittsburg, Kansas 66762 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease for property located at 602-604 Union Street dated October 11, 2011 (the "Lease");

WHEREAS, the Lease term will expire on October 31, 2016 and Tenant has given Landlord notice that it does not intend to renew the Lease, as provided therein;

WHEREAS, notwithstanding Tenant's election not to renew the Lease, the Landlord and Tenant have agreed to continue the Lease, on a month-to-month basis.

NOW, THEREFORE, for and in consideration of the agreements contained herein, the parties agree that the Lease shall be amended, as follows:

1. Section 2 is replaced with the following provision:

2. TERM; POSSESSION:

Term. The term of this Lease (the "Term") is month-to-month, commencing on the 1st day of November, 2016 and continuing thereafter, until either party gives written notice of termination, which shall be delivered to the other party at least thirty (30) days prior to the effective date of the termination.

2. Section 3 is replaced with the following provision:

3. RENT:

The rent (the "Rent") for the Premises shall be the sum of \$3,656.50 per month. Tenant agrees to pay to Landlord the Rent in monthly installments, in advance, on or before the 10th day of each and every calendar month during the Term of this Lease, or within two business days of receiving an invoice from Landlord, without notice or demand and without any set-off or deduction except to the extent otherwise expressly provided for in this Lease. All Rent due or to come due hereunder shall be delivered to Landlord at the Office of the City Finance Director, P.O. Box 1629, Coffeyville, Kansas 67337, unless Landlord shall designate some other payee or address for the payment thereof by giving written notice to that effect to Tenant.

3. Section 15 (Holding Over) is deleted.

Except as specifically modified hereby, the terms of the Lease are hereby ratified and confirmed by Landlord and Tenant and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

LANDLORD:

City Of Coffeyville, Kansas

TENANT:

Community Health Center of
Southeast Kansas, Inc.

Christopher V. Williams, Mayor

Chief Executive Officer

Attest:

Cindy Price, City Clerk

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 11, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-127	
AGENDA TITLE	Coffeyville Emergency Services Design Build Construction Contract	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Dennis Jacobs, City Planner	
FISCAL INFORMATION	Cost as recommended:	\$5,400,000.00
	Budget Line Item:	520-5-355-805
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Implementation of the Coffeyville Emergency Services Design Build Construction Contract	
BACKGROUND	Crossland Construction Company, Inc. has been negotiating the final design and guaranteed maximum price with the City of Coffeyville for the new Coffeyville Emergency Services project at 1206 West 11th Street. After several months of reviewing the program of spaces, the various structural systems, mechanical systems, design schemes and effects on the project budget, we have arrived at a final plan that meets the needs of the Police and Fire Departments, and is within the budget established by the sales tax bond issue. This contract covers the design and construction of the project and allows the City to have input on each of the contracts for the various components of the project.	

SPECIAL NOTES	Ground breaking is scheduled for Tuesday, November 1, 2016, at the project site at 4:00 P.M.
ANALYSIS	The construction company has a history of working on large scale commercial projects and design build format projects. They recently completed the new CCC Men's Dormitory as a design build format project.
PUBLIC INFORMATION PROCESS	Presentation to the City Commission for review and approval or disapproval in public meeting.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the construction contract as a necessary step in the process of completing the bond issue construction projects approved by the citizens of Coffeyville.
REFERENCE DOCUMENTS ATTACHED	AIA Contract

RESOLUTION NO. R-16-127

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY FOR DESIGN AND CONSTRUCTION OF THE COFFEYVILLE EMERGENCY SERVICES BUILDING.

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 Crossland Construction Company for design and construction of the Coffeyville Emergency Services building at a not to exceed cost of \$5,400,000.

Adopted this 11th day of October, 2016.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

Approved as to Form:

Paul Kritz, City Attorney



Document A141™ – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Coffeyville Emergency Services
1206 W. 11th Street
Coffeyville, KS 67337

THE OWNER:

(Name, legal status and address)

City of Coffeyville
11 E. 2nd Street
Coffeyville, KS 67337

THE DESIGN-BUILDER:

(Name, legal status and address)

Crossland Construction Company, Inc.
PO Box 45
833 S. East Ave
Columbus, KS 66725

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the Eleventh day of October in the year Two Thousand Sixteen .

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

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.

Init.

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.2.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

(Paragraph deleted)

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work;

(2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. 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 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
AIA Document A311/CM	Amount of Final Contract GMP

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where 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 the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 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 the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such

partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder 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.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to 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 Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 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 B.3.2.7 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.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, 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 Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, 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 the 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.

§ B.3.2.8 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 B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements,

written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 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 Design-Builder. 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 Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 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 a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder 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.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for **AIA® Document A141™ – 2014 Exhibit B**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:08:09 on 10/07/2016.

PAGE 1

Coffeyville Emergency Services
1206 W. 11th Street
Coffeyville, KS 67337

...

City of Coffeyville
11 E. 2nd Street
Coffeyville, KS 67337

...

Crossland Construction Company, Inc.
PO Box 45
833 S. East Ave
Columbus, KS 66725

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the Eleventh day of October in the year Two Thousand Sixteen.

PAGE 2

§ B.2.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate providing coverage for claims including

...

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

...

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

~~§ B.2.1.7.1 The Design Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than (\$) per claim and (\$) in the aggregate.~~

PAGE 3

AIA Document A311/CM

Amount of Final Contract GMP



AIA[®]

Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the Eleventh day of October in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

City of Coffeyville
11 E. 2nd
Coffeyville, KS 67337

and the Design-Builder:
(Name, legal status, address and other information)

Crossland Construction Company, Inc.
PO Box 45
Columbus, KS 66725

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

Coffeyville Emergency Services
1206 W. 11th Street
Coffeyville, KS 67337

The Owner and Design-Builder 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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Design build for a new police and fire station structure all under one roof.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

init.

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

NA

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The facility will be roughly 28,000 sqft and incorporate police and fire all under one roof. The latest design has the building in an "L" shape with the fire department living quarters on the second floor above the offices and work spaces.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

NA

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

NA

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$5,400,000.00 Design & Construction costs.

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

11/15/16 for Civil & Site Utilities

12/15/16 for complete construction documents

.2 Submission of Design-Builder Proposal:

.3 Phased completion dates:

.4 Substantial Completion date:

12/31/17

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Williams Spurgeon Kuhl & Freshnock Architects, Inc.
110 Armour Road, North Kansas City, MO 64116
P.816.300.4101

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

NA

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder 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 agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Dennis Jacobs
djacobs@coffeyville.com

City of Coffeyville
11 E. 2nd
Coffeyville, KS 67337
620-252-6128

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

NA

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

NA

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Aaron Hight
ahight@crossland.com

Crossland Construction
833 S. East Ave
Columbus, KS 66725
620-429-1414

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 14.4

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

Litigation in District Court of Montgomery County, Kansas

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents

Init.

shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 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 Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Architectural Services Only

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Two and ninety-five hundredths percent (2.95 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

18 % Annual

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

Init.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build 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 Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it 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 Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written

approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

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

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants 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 Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, 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, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. 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 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; 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 an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor

design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

§ 3.1.17 Standard of Care for Design Services. Despite any contrary provision, including but not limited to sections 3.1.12 and 3.1.14, the standard of care for all design services provided by or under Design-Builder shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;

- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder 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 Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

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

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder 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.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder'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 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner 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 Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity 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 person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed 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 Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder 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 Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 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 terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 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 Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder 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 Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder 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 Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build 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 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner 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, 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 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder 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 Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder 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 Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry

out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of 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; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder 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 Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build 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 Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner 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 Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder'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 Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, 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 Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or

entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, 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 Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, 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 Design-Build 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 Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder 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 Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, 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 Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, 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 Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build 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 Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner 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 Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build 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.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build 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 Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance 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 Design-Builder 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 Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder 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 Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder 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 Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (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 Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or 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 an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, 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 Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, 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 Design-Build 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 Design-Builder to the Owner prior to issuance of 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 Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder 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 Design-Builder shall be responsible for precautions for the safety of, and 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 Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder 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 Design-Builder shall implement, 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 notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 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 Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder 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 anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the 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 Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder'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 Design-Builder 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder 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 Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has 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 Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder'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 Design-Builder, the Architect, Consultants, and Contractors, 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 Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder 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 Design-Builder, the Design-Builder 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 Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time 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 and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build 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 any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, 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 Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 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.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build 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 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a

limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, 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 Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 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.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, 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.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial uncured breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 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 13.2.3.1. 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 Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder 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.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 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 Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder 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 binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party 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.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 **Claims for Additional Time**

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder'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.

§ 14.1.6.2 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.

§ 14.1.7 **Claims for Consequential Damages**

The Design-Builder 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 Design-Builder 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 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 **Initial Decision**

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 **Procedure**

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder 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 Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify 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.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 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.

§ 14.2.7 In the event of a Claim against the Design-Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 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.

§ 14.3 Mediation

§ 14.3.1 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 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 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 proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 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 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, 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.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 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.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build 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.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder 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 thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder 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 Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner 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 Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract 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.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build 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.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

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

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

Danny Langerot

(Printed name and title)

init.

Additions and Deletions Report for

AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:02:53 on 10/07/2016.

PAGE 1

AGREEMENT made as of the Eleventh day of October in the year Two Thousand Sixteen

...

City of Coffeyville
11 E. 2nd
Coffeyville, KS 67337

...

Crossland Construction Company, Inc.
PO Box 45
Columbus, KS 66725

...

Coffeyville Emergency Services
1206 W. 11th Street
Coffeyville, KS 67337

PAGE 2

Design build for a new police and fire station structure all under one roof.

PAGE 3

NA

...

The facility will be roughly 28,000 sqft and incorporate police and fire all under one roof. The latest design has the building in an "L" shape with the fire department living quarters on the second floor above the offices and work spaces.

...

NA

...

NA

...

\$5,400,000.00 Design & Construction costs.

...

11/15/16 for Civil & Site Utilities
12/15/16 for complete construction documents

...

12/31/17

PAGE 4

Williams Spurgeon Kuhl & Freshnock Architects, Inc.
110 Armour Road, North Kansas City, MO 64116
P.816.300.4101

...

NA

...

Dennis Jacobs
djacobs@coffeyville.com

City of Coffeyville
11 E. 2nd
Coffeyville, KS 67337
620-252-6128

PAGE 5

NA

...

NA

...

Aaron Hight
ahight@crossland.com

Crossland Construction
833 S. East Ave
Columbus, KS 66725
620-429-1414

...

[X] Litigation in a court of competent jurisdiction

...

PAGE 7

Architectural Services Only

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Two and ninety-five hundredths percent (2.95 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

18 % Annual

PAGE 10

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

PAGE 11

§ 3.1.17 **Standard of Care for Design Services.** Despite any contrary provision, including but not limited to sections 3.1.12 and 3.1.14, the standard of care for all design services provided by or under Design-Builder shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

PAGE 29

.5 is otherwise guilty of substantial uncured breach of a provision of the Design-Build Documents.

PAGE 30

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder 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 binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than ~~10-5~~ years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

PAGE 35

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Danny Langerot, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:02:53 on 10/07/2016 under Order No. 4964832606_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 11, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-128	
AGENDA TITLE	Heat Trace Installation Gen2 Facility	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Michael Shook	
FISCAL INFORMATION	Cost as recommended:	\$100,000
	Budget Line Item:	890-5-030-850 Plant Improvements
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Execute an agreement with Logan & Company for the installation of a heat tracing system on various piping systems.	

BACKGROUND	Installation of this scope of work is in the Mechanical Installation contractor's scope of work. 8760 Service Group (8760 SG) is the mechanical installation contractor on this project. 8760 SG has had difficulties maintaining their schedules having gone past their substantial completion date of July 31, 2016. 8760 SG was put on additional notice on 9/19/16 regarding the installation of the heat tracing and given 2 days to make substantial progress on this system. No progress was recognized, and due to seasonal temperatures dropping in ranges that will cause our urea to crystalize, and possible damage to additional piping systems should temperatures drop below 32° F, this scope of work will be removed from 8760 SG in accordance with their contract. Logan & Company, a mechanical installation contractor on-site currently, will perform this scope of work based on time and materials. All costs associated for this work shall be back charged and deducted from the 8760 SG contract.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the mayor be authorized to enter into an agreement with Logan & Company for the installation of a heat tracing system at the Generation No. 2 Facility.
REFERENCE DOCUMENTS ATTACHED	Logan & Company Time & Materials Contract Logan and Company Rate Sheet Heat Trace Bill of Materials

RESOLUTION NO. R-16-128

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH LOGAN & CO. TO INSTALL A HEAT TRACE SYSTEM AS SPECIFIED BY BURNS & MCDONNELL 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 Logan & Co. to install a heat trace system as specified by Burns & McDonnell in the amount not to exceed \$100,000.00 for the City of Coffeyville Electric Utility.

ADOPTED THIS 11th DAY OF OCTOBER, 2016.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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THIS AGREEMENT is made and entered into this 7th day of October, 2016, by and between City of Coffeyville, KS ("OWNER"), and Logan and Company, Inc., ("SUBCONTRACTOR"). For good and valuable consideration, OWNER and SUBCONTRACTOR agree as follows:

ARTICLE I – SCOPE

SUBCONTRACTOR shall furnish all items, and perform all the WORK described in the Scope of Work, and shall do everything required by the SUBCONTRACT DOCUMENTS to the OWNER's satisfaction and acceptance, the general scope of the work being: Installation of heat trace system.

in connection with the construction of the Coffeyville Generation Facility #2 (the "Project").

The Project Site is located at 2601 N. 5th Industrial Street Coffeyville, KS 67337.

ARTICLE II – TIME OF COMPLETION

Except as otherwise provided in any of the SUBCONTRACT DOCUMENTS, WORK on this AGREEMENT shall be commenced within 3 working day(s) from the date of notice from OWNER to commence WORK, or as soon as the progress of related WORK permits. SUBCONTRACTOR agrees to proceed so that WORK will be substantially completed by October 30th, 2016.

ARTICLE III – PROJECT CONDITIONS

- A. Before commencing WORK, SUBCONTRACTOR shall establish safety guidelines with all personnel working in the construction area. SUBCONTRACTOR is fully responsible for: a) providing all first-aid and safety equipment; b) complying with all safety and health standards, rules and regulations; and c) notifying OWNER of any condition which may adversely affect employee safety. Failure to comply with this provision shall be deemed a material breach of the SUBCONTRACT. OWNER may, at its sole discretion, terminate the AGREEMENT for cause upon written notice.
- B. SUBCONTRACTOR shall defend, indemnify and hold OWNER and Burns & McDonnell Engineering Company, Inc. harmless for any and all damages, expenses, suits, liabilities and claims OWNER, Burns & McDonnell Engineering Company, Inc. and/or OWNER'S Agents may incur relating to the WORK in this AGREEMENT. SUBCONTRACTOR assumes all risk of any loss or damage to articles in SUBCONTRACTOR's possession or control. SUBCONTRACTOR shall reimburse OWNER for the article's full value if lost or irreparably damaged, and shall promptly repair any other damage at SUBCONTRACTOR's expense. Any assignment of this AGREEMENT or subletting any WORK without OWNER's written consent is void.
- C. SUBCONTRACTOR warrants that all products and items sold or services furnished under this AGREEMENT have been produced or furnished in full compliance with all applicable laws, regulations, and standards ("LAWS"). SUBCONTRACTOR agrees to execute, upon OWNER's request, OWNER's standard form of Certification of Compliance which shall become a part hereof.
- D. If SUBCONTRACTOR shall become insolvent, fail to demonstrate its financial ability to perform the WORK, subject the WORK to a lien, or otherwise default, OWNER may remedy the default at SUBCONTRACTOR's expense, without prejudice to any other right or remedy of OWNER and/or terminate this AGREEMENT for cause.
- E. SUBCONTRACTOR warrants that all products sold and delivered will comply with all applicable federal, state, and municipal laws and regulations relating to the manufacture, sale, and delivery of such products. SUBCONTRACTOR shall provide OWNER, upon request, all information necessary to reasonably assist OWNER in the safe handling and use of such products.
 1. SUBCONTRACTOR accepts complete liability between itself and OWNER for the payment of all contributions or taxes measured by any remunerations paid to persons employed by SUBCONTRACTOR for the WORK to

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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be performed. SUBCONTRACTOR shall comply with all LAWS, and shall reimburse OWNER for any such taxes or contributions OWNER is required to pay.

2. Unless otherwise specified, SUBCONTRACTOR shall pay all sales, use gross receipts, and any other taxes arising from this AGREEMENT.
- F. With regard to all materials and services, SUBCONTRACTOR: 1) shall furnish all of the same, 2) shall obtain and pay for all necessary permits, and 3) warrants all of the same are furnished in compliance with all LAWS.
- G. A delay or failure to perform by either party shall not constitute a default or give rise to any claim if the delay or failure to perform is unavoidable and due to occurrences beyond the control of such party. The delaying or non-performing party shall immediately notify the other party in writing of the cause of non-performance and anticipated extent of the delay.
- H. Either party's failure to insist on strict performance of any provision in this AGREEMENT is not deemed a waiver of any rights or remedies a party may have for any subsequent breach, default, or non-performance. Either party's right to insist on strict performance shall not be affected by a previous waiver of any provision.
- I. Any invalid or unenforceable provision shall be severed from this AGREEMENT, and the valid provisions shall be enforced.
- J. OWNER may terminate this AGREEMENT at any time, in whole or in part, with or without cause. OWNER shall notify the SUBCONTRACTOR in writing, telephone or by facsimile, and will give SUBCONTRACTOR 7 days' written notice of said termination. SUBCONTRACTOR shall not be relieved of any obligations prior to the effective date of termination. In the event of termination, OWNER will pay the SUBCONTRACTOR for WORK completed and accepted to date, less any previous payment. OWNER shall not pay any cancellation fee or penalty associated with termination of this AGREEMENT. If terminated for cause, OWNER may withhold and offset the cost to complete the WORK from the balance otherwise due and owing, plus any related damages, expenses or costs.
- K. This AGREEMENT and the SUBCONTRACT DOCUMENTS attached hereto and/or incorporated by reference contain the entire AGREEMENT between the parties, and shall supersede any and all inquiries, proposals, agreements, quotations, and representations thereof. No amendments or modifications of this AGREEMENT shall be valid, unless evidenced in writing signed by, or on behalf of, the parties hereto. In the event of any inconsistency between the text of this AGREEMENT and other documents incorporated herein by reference, the text shall govern. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Kansas.

ARTICLE IV – SUBCONTRACT SUM

- A. CONTRACTOR shall pay SUBCONTRACTOR in accordance with the "Time and Material Rates Sheet." CONTRACTOR's maximum liability to SUBCONTRACTOR for performance of the WORK:
- ☐ shall not exceed the Guaranteed Maximum Price ("GMP") of \$100,000.00, subject to adjustment only by Change Order.
- B. SUBCONTRACTOR shall invoice in strict accordance with the instructions given in the "Time and Material Rates Sheet."
- C. For additional WORK, as authorized by a written Change Order signed by OWNER, the parties shall use the attached "Time and Material Rates Sheet," unless the additional WORK is agreed to be performed for an additional lump sum. If agreed to be performed on a time and material basis, SUBCONTRACTOR shall invoice in strict accordance with the instructions given in the "Time and Material Rates Sheet."
- D. The following SUBCONTRACT DOCUMENTS are attached hereto, incorporated herein and made a part of this AGREEMENT by reference:
1. Scope of Work

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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2. Owner Supplied Equipment – Bill of Material
 3. Time and Material Rate Sheet
 4. Subcontractor Insurance Requirements;
 5. Conditional Waiver & Release Upon Progress Payment
 6. Conditional Waiver & Release Upon Final Payment
- E. No WORK shall commence prior to submittal of an insurance certificate indicating coverage to meet OWNER's insurance requirements.
- F. SUBCONTRACTOR shall include all costs associated with completing the WORK in compliance with the schedule, including all overtime and/or shift WORK, and Minor WORK stoppages.

ARTICLE V – TERMS OF PAYMENT

OWNER shall make payment as follows:

- a single LUMP SUM payment for WORK completed as follows: a) SUBCONTRACTOR shall submit and deliver to OWNER a written invoice (original and 4 copies) for WORK completed after acceptance by OWNER's authorized representative. The invoice shall reference the SUBCONTRACT number, and shall include a Waiver of Lien which reflects the final revised SUBCONTRACT value. OWNER shall pay SUBCONTRACTOR one-hundred percent (100%) of the value of the WORK covered by such invoice (to the extent that OWNER approves) within thirty (30) days; b) Payment is made on the basis of the valuation of WORK completed.

ARTICLE VI – SCOPE OF WORK CONDITIONS

SUBCONTRACTOR represents that it: a) has had an opportunity to examine, and has carefully examined the Project site, its surroundings, and the local conditions; b) has carefully examined all SUBCONTRACT DOCUMENTS which relate to the WORK; c) made all investigations essential to a full understanding of the difficulties which may be encountered; d) has examined the area for material storage, laydown and/or shakeout of materials, and for operation of construction equipment; and e) has full practical construction knowledge and experience for the WORK, and will apply such knowledge and experience in doing the WORK as intended, in accordance with this AGREEMENT, and as directed.

ARTICLE VII – ADDITIONAL CONDITIONS

none

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in triplicate by their duly authorized officers, the day and year first above written.

City of Coffeyville, KS

Signature

Title

SUBCONTRACTOR:
Logan and Company, Inc.

Signature of Officer

Title of Officer

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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SCOPE OF WORK

Scope of Work to include all Labor, Supervision, Equipment and Tools for weekdays and weekend work during the following tentative dates:

Tentative Dates	Description of Work
No later than 10/30/2016 completion	1. Inventory materials supplied by Others 2. Installation of Heat Trace cable 3. Installation of Heat Trace instruments and devices 4. Receiving and setting of Heat Trace panel 5. Anchoring of Heat Trace Transformer 6. Installation of power/control for Heat Trace circuits and associated conduit Scope of Supply: 1. Power/control cable for Heat Trace circuits and associated conduit 2. Anchors for transformer Owner Supplied Equipment: 1. See attached Bill of Material 2. Subcontractor shall receive, inventory and take care, custody and control of Owner supplied materials.

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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INSURANCE REQUIREMENTS

TYPE OF COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Employer's Liability

\$500,000/500,000/500,000

The worker's compensation insurance shall have an U.S. Longshoreman's and Harbor Worker's Act Endorsement. Subcontractor will provide temporary disability insurance if required by state statute due to project location.

Commercial General Liability

\$1,000,000 Per Occurrence

Bodily Injury and Property Damage

\$2,000,000 Aggregate

This policy shall include personal injury, contractual, collapse, explosion, & underground (x, c & u) coverage, per project aggregate endorsement, completed operations and products liability coverage (to remain in force 3 years after substantial completion of work).

Commercial Automobile Liability

\$1,000,000 Per Occurrence

Bodily Injury and Property Damage

This policy shall contain an MCS-90 endorsement (if applicable) and shall cover all vehicles whether owned, hired and non-owned.

Excess Liability

\$1,000,000 Per Occurrence

This insurance shall be excess of the commercial general liability, commercial automobile liability and employer's liability policies listed. This coverage shall follow form over the primary policies.

OWNER shall provide any additional insurance requirements as listed below. Limits on coverage's shall be as listed above.

Subcontractor's Certificate of Insurance shall include waiver of subrogation and the following named additional insureds:

1. Burns & McDonnell Engineering Company, Inc. and affiliated entities
2. City of Coffeyville, KS

Subcontractor's Certificate of Insurance shall also include the project number and project name in the description of operations. All Certificates of Insurance should be sent to the attention of OWNER's Project Manager.

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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(Page 2 of 2 of Waiver/Release; to be used with Progress and Final Payment Waivers)

CONTINUATION PAGE

Subcontract/Suppliers	Contact	Phone No.	P.O. Subcontract No.	Total Invoices To Date	Total P.O. To Date	Balance Due

Subcontractor

Signature of Officer

Title

Date

City of Coffeyville, KS	SHORT FORM SUBCONTRACT 10/7/2016	T&M Not to Exceed
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Direct Labor Rate Table

June 2015

Ph: 918-333-5160

Fax: 918-333-7607

P.O. Box 3737

Bartlesville Ok 74006

Southeast KS (SEKS)

Trade	Classification	Straight Time	Premium Time	Double Time
Pipefitters Contract Expires 05/31/2016 PF Local 441	Apprentice	\$66.10	\$88.10	\$110.10
	Journeyman	\$71.00	\$95.40	\$119.80
	Foreman	\$75.90	\$102.70	\$129.60
	General Foreman	\$80.70	\$110.10	\$139.40
Operator Contract Expires 03/31/2016 IOE Local 101	OP4 - Oilers / Covers Forklifts	\$55.50	\$76.00	\$96.40
	OP3 - Crane = up to 60T	\$57.40	\$78.80	\$100.20
	OP2 - Crane = 60T to 100T	\$57.80	\$79.40	\$101.00
	OP1 - General Foreman	\$62.40	\$86.30	\$110.20
Electrician Contract Expires 08/31/2015 IBEW Local 226	Apprentice	\$55.20	\$75.10	\$95.10
	Journeyman	\$62.20	\$85.70	\$109.20
	Foreman	\$66.90	\$92.80	\$118.60
	General Foreman	\$69.30	\$96.30	\$123.30
Ironworker Contract Expires 05/31/2016 IW Local 584	Apprentice	\$53.70	\$72.20	\$90.70
	Journeyman	\$57.80	\$78.40	\$99.00
	Foreman	\$62.10	\$84.80	\$107.50
	General Foreman	\$63.40	\$86.80	\$110.10
Laborer	Semi-Skilled	\$33.30	\$46.70	\$60.00
	Skilled	\$40.70	\$57.70	\$74.70
	Foreman	\$45.70	\$64.50	\$83.40

Per Diem or daily subsistence may apply.

Shift differential may apply for 2nd shift.

If a 2nd shift is not established prior to mobilization, overtime rates will apply to off-shift work.

Material will be billed at cost plus 15%.

Sales Tax Is Not Included



Direct Labor Shift Differential

June 2015

Ph: 918-333-5160 Fax: 918-333-7607

P.O. Box 3737

Bartlesville Ok 74006

SHIFT DIFFERENTIAL FOR ALL CRAFTS

Southeast KS (SEKS)

RATE NAME	ST SHIFT DIFF BILLING RATE	OT SHIFT DIFF BILLING RATE	DT SHIFT DIFF HOLIDAY BILLING RATE
PFAPP SD	\$69.10	\$92.60	\$116.10
PF SD	\$74.00	\$99.90	\$125.80
PFF SD	\$78.90	\$107.20	\$135.60
PFGF SD	\$83.70	\$114.60	\$145.40
OP4 SD	\$58.50	\$80.50	\$102.40
OP3 SD	\$60.40	\$83.30	\$106.20
OP2 SD	\$60.80	\$83.90	\$107.00
OPGF SD	\$65.40	\$90.80	\$116.20
ELE APPR SD	PER CBA		
ELE SD	PER CBA		
ELEF SD	PER CBA		
ELEGF SD	PER CBA		
IW APPR SD	\$57.10	\$77.30	\$97.50
IW SD	\$61.20	\$83.50	\$105.80
IWF SD	\$65.50	\$89.90	\$114.30
IWGF SD	\$66.80	\$91.90	\$116.90

**LOGAN****AND****COMPANY, INC.**

Indirect Labor Rates

June 2015

(918) 333-5160

1421 International DR

Bartlesville Ok 74006

Indirect Labor Classifications	ST Billing Rates	OT Exempt / Non-Exempt Rate (1.5 X, but not Double)	
ADMINISTRATIVE ASSISTANT I	\$74.75		EXEMPT
ADMINISTRATIVE ASSISTANT II	\$64.40		EXEMPT
AREA SUPERINTENDENT	\$89.70		EXEMPT
CONSTRUCTION REPRESENTATIVE I	\$69.00		EXEMPT
COORDINATOR	\$69.00		EXEMPT
CRAFT SUPERINTENDENT	\$74.75	\$112.13	
DATA ANALYST	\$51.75	\$77.63	
DATA ENTRY CLERK	\$34.50	\$51.75	
DOC. CONTROL CLERK	\$51.75	\$77.63	
EQUIPMENT COORDINATOR	\$65.55		EXEMPT
ESTIMATOR I	\$103.50		EXEMPT
ESTIMATOR II	\$86.25		EXEMPT
GENERAL FIELD SUPERINTENDENT	\$97.75		EXEMPT
MATERIALS COORDINATOR	\$69.00		EXEMPT
PLANNER I	\$74.75	\$112.13	
PLANNER II	\$63.25	\$94.88	
PLANNER/SCHEDULER	\$97.75	\$146.63	
PLANNING SUPERVISOR	\$89.70		EXEMPT
PURCHASING AGENT	\$74.75		EXEMPT
PROJECT CONTROLS MANAGER	\$126.50		EXEMPT
PROJECT CONTROLS REP	\$103.50		EXEMPT
PROJECT MANAGER I	\$126.50		EXEMPT
PROJECT MANAGER II	\$103.50		EXEMPT
QUALITY CONTROL INSPECTOR I	\$86.25	\$129.38	
QUALITY CONTROL INSPECTOR II	\$74.75	\$112.13	
QUALITY CONTROL MANAGER	\$103.50		EXEMPT
QUALITY CONTROL SUPERVISOR	\$103.50		EXEMPT
SAFETY FACILITATOR I	\$69.00	\$103.50	
SAFETY FACILITATOR II	\$63.25	\$94.88	
SAFETY MANAGER	\$109.25		EXEMPT
SAFETY SUPERVISOR	\$86.25		EXEMPT
SCHEDULER I	\$86.25	\$129.38	
SCHEDULER II	\$74.75	\$112.13	
SITE MANAGER	\$142.60		EXEMPT
SITE SUPERINTENDENT	\$113.85		EXEMPT
SUB CONTRACT COORDINATOR	\$69.00		EXEMPT
TIMEKEEPER I	\$57.50	\$86.25	
TIMEKEEPER II	\$46.00	\$69.00	
TOOL ROOM ATTENDANT	\$65.55	\$98.33	
TURNAROUND COORDINATOR	86.25		EXEMPT
TURNAROUND MANAGER	\$138.00		EXEMPT

**LOGAN****AND****COMPANY, INC.**

(918) 333-5160

Equipment Rates

June 2015

1421 International DR

Bartlesville Ok 74006

CONTRACTOR OWNED EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
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This is NOT an all inclusive list. Other tools will be added as required.

AIR POWERED EQUIPMENT

Air Compressor Diesel powered	\$225.00	\$788.00	\$2,758.00
Air Hacksaw w/adj. clamp, less blades	\$50.00	\$175.00	\$613.00
Air Impact Wrench, 3/4" drive	NA		
Air Impact Wrench, 1" drive	NA		
Air Impact Wrench, 1-1/2" drive	NA		
Air Mover, (8")	NA		
Air Mover, CP-20 Copus blower	\$25.00	\$88.00	\$308.00
Air Pavement Breaker, 90# less points	\$25.00	\$88.00	\$308.00
Air Rock Drill 30#/40#, less steel	NA		
Air Tugger, 2 ton, less cable	NA		

CONCRETE EQUIPMENT

Concrete Mixer	NA		
Concrete Bucket, 3/4 cu.yd.	NA		
Concrete Bucket, 1 cu.yd.			
Vibrator, electric, 1" to 1-1/2" head			

CRANES

15 Ton Hyd/RT	\$440.00	\$1,320.00	\$4,620.00
27 ½ Ton Hyd/RT	\$560.00	\$1,680.00	\$5,040.00
30 Ton Crane	\$600.00	\$1,800.00	\$5,400.00
55 Ton Crane	\$880.00	\$2,640.00	\$7,920.00

EARTH MOVING EQUIPMENT

Bobcat / Skid steer w- bucket and forks	\$225.00	\$700.00	\$2,450.00
Sm Trackhoe	\$225.00	\$700.00	\$2,450.00
Auger Attachment	\$50.00	\$175.00	\$613.00

ELECTRIC POWERED EQUIPMENT

Magnetic Drill Press, to 1-1/2" drill, (less bits)	\$20.00	\$70.00	\$245.00
Hydraulic Torque Wrench - PSI 10,000lb	NA		
Rotary Hammer, TE-22 to TE-52, less bits	NA		

ELECTRICIAN'S EQUIPMENT

Cable Lasher, J-2	NA		
Cable Tugger, 4000#, elec. w/sheaves	\$75.00	\$260.00	\$910.00
Conduit Benders:			
Porta Pony, Rigid 700, 1-1/2" - 2" dies			
Porta Pony, Rigid 700, 2" - 4" die head			
Radio w/charger, 2-way, FM (each)			
Temporary Power Unit			
Wire Marker (Decal Printer)			

FIELD ENGINEER'S EQUIPMENT

Engineer's Level & Tripod (automatic)	NA		
Engineer's Transit & Tripod	NA		

FIELD OFFICE and EQUIPMENT

Cell Phone (plus usage) 3 total (Not billable)	Included		
Computer - Dell / Desktop	Included		
Computer - Dell / Laptop	Included		
Printer, Laser or Inkjet	Included		
Office Trailer			

FIELD OFFICES AND VANS

Conex - Custom Tool	Cost +		
Conex - Storage	Cost +		
Conex - Rigging	Cost +		
Warehouse Storage Container, 8' x	Cost +		
Warehouse Storage Container, 8' x 40' Van	Cost +		

GENERAL EQUIPMENT

Breathing Air Cart	\$240.00	\$840.00	\$2,940.00
Gas Detector (Exposimeter)		\$0.00	\$0.00
Pressure Washer			
GENERATORS		\$0.00	\$0.00
Generator, 5KW, portable, gasoline driven	\$40.00	\$140.00	\$490.00

HAULING EQUIPMENT (Operated & Maintained)

Truck, hot shot w/trailer	\$320.00	\$1,120.00	\$3,920.00
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INSTRUMENTATION EQUIPMENT

Emerson 375 Programmer	\$20.00	\$70.00	\$245.00
Process Calibrator	\$20.00	\$70.00	\$245.00

TRUCKS AND AUTOMOBILES

Van, Personnel	\$65.00	\$230.00	\$805.00
Truck , 1 ton flat bed	\$80.00	\$280.00	\$980.00
Truck, pickup, 1/2 ton Crew Cab	\$85.00	\$298.00	\$1,043.00
Truck, pickup, 1/2 ton Truck	\$75.00	\$263.00	\$921.00
Truck, pickup, 3/4 Crew Cab	\$80.00	\$280.00	\$980.00
Truck, Winch	\$150.00	\$525.00	\$1,838.00
Truck, Bucket	\$250.00	\$875.00	\$3,063.00
Truck, Welding Rig w/Machine, leads (not incl. fuel)	\$110.00	\$385.00	\$1,348.00

TRAILERS

Tool Trailer, Small	\$40.00	\$140.00	\$490.00
Tool Trailer, Semi	\$255.00	\$893.00	\$3,126.00
Utility Trailer	\$35.00	\$123.00	\$431.00
Utility Trailer, Gooseneck	\$50.00	\$175.00	\$613.00
Welding Trailer Rig w/Machine, leads	\$60.00	\$210.00	\$735.00

WELDING AND PIPING EQUIPMENT

Beveling Machines w/Torch:			
2" to 4"	included		
4" to 8"	included		
8" to 12"	\$20.00	\$70.00	\$245.00
14" to 20"	\$30.00	\$105.00	\$367.50
22" to 26"	\$35.00	\$122.50	\$428.75
26" to 30"	\$40.00	\$140.00	\$490.00
30" to 36"	\$45.00	\$157.50	\$551.25
Holiday Detector w/electrodes (jeep)	\$22.00	\$80.00	\$270.00
Plasma Cutter, 85amp w/HT	\$26.00	\$90.00	\$320.00
Line-up Clamp, 10" to 16" Dearman	NA		
Line-up Clamp, 16" to 30" Dearman	NA		
Pipe Threader - Ridgid 700 or Equiv.	\$23.00	\$80.00	\$280.00
Pipe Threader - Ridgid 535 or Equiv.	\$50.00	\$175.00	\$600.00
Pipe Threader, Geared, 2-1/2" - 4", Rigid 141, Power source is rented seperately	\$20.00	\$70.00	\$245.00
Elec Tubing Bender	\$65.00	\$228.00	\$798.00
Testing Machine (coupon bender)	\$75.00	\$263.00	\$921.00
Track Burning Machine, 2 sect., w/torch	\$25.00	\$88.00	\$308.00
Welding Machines w/150' lead:			
300 Amp, diesel	\$35.00	\$135.00	\$475.00
300-400 Amp, electric	\$25.00	\$88.00	\$308.00
400-500 Amp, diesel	\$50.00	\$190.00	\$650.00

Basis For Pricing

1. The equipment listed on this schedule, owned by Contractor, will be used subject to its availability. This is not an exhaustive list. Other equipment will be provided as job requirements necessitate.
2. Rates are based on one shift of forty (40) hours per week or one hundred seventy-six (176) hours per month of a consecutive billing period.
3. A consecutive billing period shall commence with the delivery of the equipment to the work site and terminate when the equipment is no longer required for the Work. It is the sole responsibility of Contractor to remove all equipment from the site within twenty four hours (or such time as agreed to by Owner) following the completion of the Work for which it was used. Reasonable transportation time from the site back to Contractor's yard will be included in all rental charges.
4. Consecutive billing periods within one month shall not be combined to secure a more favorable rental rate.
5. Equipment rented for three or more consecutive days in a week will be billed at the weekly rate.
6. Equipment rented for three or more consecutive weeks in a month will be billed at the monthly rate.
7. Equipment rented by the week: The overtime rate is 1/40 of the weekly rate for all hours over fifty (50).
8. Equipment rented by the month: The overtime rate is 1/176 of the monthly rate for all hours over 200.
9. All equipment assigned to a Maintenance Contract site on a "permanent" basis shall be invoiced at the monthly rates
10. All equipment used on "Call-Outs" or "Time and Material" type construction work will be invoiced at rates based on time equipment is actually required to complete the Work for which it was intended. Reasonable transportation time from the site back to contractor's yard will be included in all rental charges. It is the sole responsibility of Contractor to remove all equipment from the site within twenty-four hours (or such time as agreed to by Owner) following the completion of the Work for which it was used.

11. "Equipment Maintenance and Operating Costs" The rates for company owned equipment listed in this schedule include normal operation, maintenance, minor repairs, insurance expenses, etc. (less operator). Off-road diesel fuel for both Contractor owned rented equipment will either be furnished by the Owner or by Contractor at cost plus applicable taxes and a 15% mark-up for handling. This is at the owner's discretion.
12. Should the Owner require Contractor to use equipment on Work for which it is not intended, all resulting abnormal repairs that result from such unusual or adverse conditions shall be for the Owner's account.
13. Gasoline included in all rates.

THE BOUY COMPANY1471 BENNETT SPRINGS DR
GREENSBORO, GA 30642**Bill of Material**

PO#4268

8760 Service Group

Coffeeville, KS

Heat Trace System**MATERIALS**

ITEM	QUAN	UNITS	DESCRIPTION
			Materials
1	3000	ft*	HTP- Dekoron Brand Self Regulating Heat Trace cable, 8 w/ft @ 240v w/ Fluoropolymer Jacket, Tinned CU braid, Overall Fluoropolymer jacket. FM/ UL approved CL1,Div2, Grp B,C,D Hazardous Area 2700 Series
2	35	ea	Multi Entry Input Power Kits..... p/n 1548-82100
3	70	ea	End of Circuit terminations p/n SRHC-ES
4	44	ea	FG Banding Tape p/n TBC-FGT -1/2"x180' rolls
5	4	ea	Aluminum PSA Heat Transfer tape p/n TBC-ALT2.5' x 180' rolls
7	8	ea	"CAUTION" labels - 25/pkg p/n TBC-CL
8	1	ea	Ambient Sensing RTD- 40F Freeze Protection
9	5	ea	Pipe Sensing RTD's - Lube Oil maintain 70F
10	4	ea	End of Circuit Labels - p/n TBC-EOC 10/pkg
			Transformer, Control & Distribution Panel
1	1	ea	Heat Trace Distribution/Control/Monitoring Panel- 18 ckts 120/208v - 3Phase - 30amp GFEP breakers. 225 amp 3-ph load center , 200 amp 3-pole Main Contactor w/Power Status indication, 40F maintainwith Solid State electronic control w/ ambient snsing RTD sensor. Includes 6- Stand Alone ckts for Lube Oil process maintenance (circuits energized bySolid State electronic Temperature controllers w/ RTD pipe mounted sensors). Alarms and Monitoring: Common Alarm: Breaker "Off/Tripped", "Loss of Pwr", "Sensor Fail" indication and dry contact for DCS NEMA 4X Stn Steel enclosure, "HOA" switch UL 508 fabrication. Ordinary Area
2	1	ea	30 KVA Dry Type Power Transformer 480v-3 -PH / 120/208vY-3ph. NEMA 3r, Ordinary area

THE BOUY COMPANY

1471 BENNETT SPRINGS DR
GREENSBORO, GA 30642

Bill of Material

PO#4268
8760 Service Group
Coffeeville, KS
Heat Trace System

MATERIALS

ITEM	QUAN	UNITS	DESCRIPTION
			Materials
1	3000	ft*	HTP- Dekoron Brand Self Regulating Heat Trace cable, 8 w/ft @ 240v w/ Fluoropolymer Jacket, Tinned CU braid, Overall Fluoropolymer jacket. FM/ UL approved CL1,Div2, Grp B,C,D Hazardous Area 2700 Series
2	35	ea	Multi Entry Input Power Kits..... p/n 1548-82100
3	70	ea	End of Circuit terminations p/n SRHC-ES
4	44	ea	FG Banding Tape p/n TBC-FGT -1/2"x180' rolls
5	4	ea	Aluminum PSA Heat Transfer tape p/n TBC-ALT2.5' x 180' rolls
7	8	ea	"CAUTION" labels - 25/pkg p/n TBC-CL
8	1	ea	Ambient Sensing RTD- 40F Freeze Protection
9	5	ea	Pipe Sensing RTD's - Lube Oil maintain 70F
10	4	ea	End of Circuit Labels - p/n TBC-EOC 10/pkg
			Transformer, Control & Distribution Panel
1	1	ea	Heat Trace Distribution/Control/Monitoring Panel- 18 ckts 120/208v - 3Phase - 30amp GFEP breakers. 225 amp 3-ph load center , 200 amp 3-pole Main Contactor w/Power Status indication, 40F maintainwith Solid State electronic control w/ ambient snsing RTD sensor. Includes 6- Stand Alone ckts for Lube Oil process maintenance (circuits energized bySolid State electronic Temperature controllers w/ RTD pipe mounted sensors). Alarms and Monitoring: Common Alarm: Breaker "Off/Tripped", "Loss of Pwr", "Sensor Fail" indication and dry contact for DCS NEMA 4X Stn Steel enclosure, "HOA" switch UL 508 fabrication. Ordinary Area
2	1	ea	30 KVA Dry Type Power Transformer 480v-3 -PH / 120/208vY-3ph. NEMA 3r, Ordinary area



Direct Labor Rate Table

June 2015

Ph: 918-333-5160

Fax: 918-333-7607

P.O. Box 3737

Bartlesville Ok 74006

Southeast KS (SEKS)

Trade	Classification	Straight Time	Premium Time	Double Time
Pipefitters Contract Expires 05/31/2016 PF Local 441	Apprentice	\$66.10	\$88.10	\$110.10
	Journeyman	\$71.00	\$95.40	\$119.80
	Foreman	\$75.90	\$102.70	\$129.60
	General Foreman	\$80.70	\$110.10	\$139.40
Operator Contract Expires 03/31/2016 IOE Local 101	OP4 - Oilers / Covers Forklifts	\$55.50	\$76.00	\$96.40
	OP3 - Crane = up to 60T	\$57.40	\$78.80	\$100.20
	OP2 - Crane = 60T to 100T	\$57.80	\$79.40	\$101.00
	OP1 - General Foreman	\$62.40	\$86.30	\$110.20
Electrician Contract Expires 08/31/2015 IBEW Local 226	Apprentice	\$55.20	\$75.10	\$95.10
	Journeyman	\$62.20	\$85.70	\$109.20
	Foreman	\$66.90	\$92.80	\$118.60
	General Foreman	\$69.30	\$96.30	\$123.30
Ironworker Contract Expires 05/31/2016 IW Local 584	Apprentice	\$53.70	\$72.20	\$90.70
	Journeyman	\$57.80	\$78.40	\$99.00
	Foreman	\$62.10	\$84.80	\$107.50
	General Foreman	\$63.40	\$86.80	\$110.10
Laborer	Semi-Skilled	\$33.30	\$46.70	\$60.00
	Skilled	\$40.70	\$57.70	\$74.70
	Foreman	\$45.70	\$64.50	\$83.40

Per Diem or daily subsistence may apply.

Shift differential may apply for 2nd shift.

If a 2nd shift is not established prior to mobilization, overtime rates will apply to off-shift work.

Material will be billed at cost plus 15%.

Sales Tax Is Not Included



Direct Labor Shift Differential

June 2015

P.O. Box 3737

Ph: 918-333-5160 Fax: 918-333-7607

Bartlesville Ok 74006

SHIFT DIFFERENTIAL FOR ALL CRAFTS

Southeast KS (SEKS)

RATE NAME	ST SHIFT DIFF BILLING RATE	OT SHIFT DIFF BILLING RATE	DT SHIFT DIFF HOLIDAY BILLING RATE
PFAPP SD	\$69.10	\$92.60	\$116.10
PF SD	\$74.00	\$99.90	\$125.80
PFF SD	\$78.90	\$107.20	\$135.60
PFGF SD	\$83.70	\$114.60	\$145.40
OP4 SD	\$58.50	\$80.50	\$102.40
OP3 SD	\$60.40	\$83.30	\$106.20
OP2 SD	\$60.80	\$83.90	\$107.00
OPGF SD	\$65.40	\$90.80	\$116.20
ELE APPR SD	PER CBA		
ELE SD	PER CBA		
ELEF SD	PER CBA		
ELEGF SD	PER CBA		
IW APPR SD	\$57.10	\$77.30	\$97.50
IW SD	\$61.20	\$83.50	\$105.80
IWF SD	\$65.50	\$89.90	\$114.30
IWGF SD	\$66.80	\$91.90	\$116.90

**LOGAN****AND****COMPANY, INC.**

Indirect Labor Rates

June 2015

1421 International DR

(918) 333-5160

Bartlesville Ok 74006

Indirect Labor Classifications	ST Billing Rates	OT Exempt / Non-Exempt Rate (1.5 X, but not Double)	
ADMINISTRATIVE ASSISTANT I	\$74.75		EXEMPT
ADMINISTRATIVE ASSISTANT II	\$64.40		EXEMPT
AREA SUPERINTENDENT	\$89.70		EXEMPT
CONSTRUCTION REPRESENTATIVE I	\$69.00		EXEMPT
COORDINATOR	\$69.00		EXEMPT
CRAFT SUPERINTENDENT	\$74.75	\$112.13	
DATA ANALYST	\$51.75	\$77.63	
DATA ENTRY CLERK	\$34.50	\$51.75	
DOC. CONTROL CLERK	\$51.75	\$77.63	
EQUIPMENT COORDINATOR	\$65.55		EXEMPT
ESTIMATOR I	\$103.50		EXEMPT
ESTIMATOR II	\$86.25		EXEMPT
GENERAL FIELD SUPERINTENDENT	\$97.75		EXEMPT
MATERIALS COORDINATOR	\$69.00		EXEMPT
PLANNER I	\$74.75	\$112.13	
PLANNER II	\$63.25	\$94.88	
PLANNER/SCHEDULER	\$97.75	\$146.63	
PLANNING SUPERVISOR	\$89.70		EXEMPT
PURCHASING AGENT	\$74.75		EXEMPT
PROJECT CONTROLS MANAGER	\$126.50		EXEMPT
PROJECT CONTROLS REP	\$103.50		EXEMPT
PROJECT MANAGER I	\$126.50		EXEMPT
PROJECT MANAGER II	\$103.50		EXEMPT
QUALITY CONTROL INSPECTOR I	\$86.25	\$129.38	
QUALITY CONTROL INSPECTOR II	\$74.75	\$112.13	
QUALITY CONTROL MANAGER	\$103.50		EXEMPT
QUALITY CONTROL SUPERVISOR	\$103.50		EXEMPT
SAFETY FACILITATOR I	\$69.00	\$103.50	
SAFETY FACILITATOR II	\$63.25	\$94.88	
SAFETY MANAGER	\$109.25		EXEMPT
SAFETY SUPERVISOR	\$86.25		EXEMPT
SCHEDULER I	\$86.25	\$129.38	
SCHEDULER II	\$74.75	\$112.13	
SITE MANAGER	\$142.60		EXEMPT
SITE SUPERINTENDENT	\$113.85		EXEMPT
SUB CONTRACT COORDINATOR	\$69.00		EXEMPT
TIMEKEEPER I	\$57.50	\$86.25	
TIMEKEEPER II	\$46.00	\$69.00	
TOOL ROOM ATTENDANT	\$65.55	\$98.33	
TURNAROUND COORDINATOR	86.25		EXEMPT
TURNAROUND MANAGER	\$138.00		EXEMPT

**LOGAN****AND****COMPANY, INC.**

(918) 333-5160

Equipment Rates

June 2015

1421 International DR

Bartlesville Ok 74006

CONTRACTOR OWNED EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
-------------	-------	--------	---------

This is NOT an all inclusive list. Other tools will be added as required.

AIR POWERED EQUIPMENT

Air Compressor Diesel powered	\$225.00	\$788.00	\$2,758.00
Air Hacksaw w/adj. clamp, less blades	\$50.00	\$175.00	\$613.00
Air Impact Wrench, 3/4" drive	NA		
Air Impact Wrench, 1" drive	NA		
Air Impact Wrench, 1-1/2" drive	NA		
Air Mover, (8")	NA		
Air Mover, CP-20 Copus blower	\$25.00	\$88.00	\$308.00
Air Pavement Breaker, 90# less points	\$25.00	\$88.00	\$308.00
Air Rock Drill 30#/40#, less steel	NA		
Air Tugger, 2 ton, less cable	NA		

CONCRETE EQUIPMENT

Concrete Mixer	NA		
Concrete Bucket, 3/4 cu.yd.	NA		
Concrete Bucket, 1 cu.yd.			
Vibrator, electric, 1" to 1-1/2" head			

CRANES

15 Ton Hyd/RT	\$440.00	\$1,320.00	\$4,620.00
27 1/2 Ton Hyd/RT	\$560.00	\$1,680.00	\$5,040.00
30 Ton Crane	\$600.00	\$1,800.00	\$5,400.00
55 Ton Crane	\$880.00	\$2,640.00	\$7,920.00

EARTH MOVING EQUIPMENT

Bobcat / Skid steer w- bucket and forks	\$225.00	\$700.00	\$2,450.00
Sm Trackhoe	\$225.00	\$700.00	\$2,450.00
Auger Attachment	\$50.00	\$175.00	\$613.00

ELECTRIC POWERED EQUIPMENT

Magnetic Drill Press, to 1-1/2" drill, (less bits)	\$20.00	\$70.00	\$245.00
Hydraulic Torque Wrench - PSI 10,000lb	NA		
Rotary Hammer, TE-22 to TE-52, less bits	NA		

ELECTRICIAN'S EQUIPMENT

Cable Lasher, J-2	NA		
Cable Tugger, 4000#, elec. w/sheaves	\$75.00	\$260.00	\$910.00
Conduit Benders:			
Porta Pony, Rigid 700, 1-1/2" - 2" dies			
Porta Pony, Rigid 700, 2" - 4" die head			
Radio w/charger, 2-way, FM (each)			
Temporary Power Unit			
Wire Marker (Decal Printer)			

FIELD ENGINEER'S EQUIPMENT

Engineer's Level & Tripod (automatic)	NA		
Engineer's Transit & Tripod	NA		

FIELD OFFICE and EQUIPMENT

Cell Phone (plus usage) 3 total (Not billable)	Included		
Computer - Dell / Desktop	Included		
Computer - Dell / Laptop	Included		
Printer, Laser or Inkjet	Included		
Office Trailer			

FIELD OFFICES AND VANS

Conex - Custom Tool	Cost +		
Conex - Storage	Cost +		
Conex - Rigging	Cost +		
Warehouse Storage Container, 8' x	Cost +		
Warehouse Storage Container, 8' x 40' Van	Cost +		

GENERAL EQUIPMENT

Breathing Air Cart	\$240.00	\$840.00	\$2,940.00
Gas Detector (Exposimeter)		\$0.00	\$0.00
Pressure Washer			
GENERATORS		\$0.00	\$0.00
Generator, 5KW, portable, gasoline driven	\$40.00	\$140.00	\$490.00

HAULING EQUIPMENT (Operated & Maintained)

Truck, hot shot w/trailer	\$320.00	\$1,120.00	\$3,920.00
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INSTRUMENTATION EQUIPMENT

Emerson 375 Programmer	\$20.00	\$70.00	\$245.00
Process Calibrator	\$20.00	\$70.00	\$245.00

TRUCKS AND AUTOMOBILES

Van, Personnel	\$65.00	\$230.00	\$805.00
Truck , 1 ton flat bed	\$80.00	\$280.00	\$980.00
Truck, pickup, 1/2 ton Crew Cab	\$85.00	\$298.00	\$1,043.00
Truck, pickup, 1/2 ton Truck	\$75.00	\$263.00	\$921.00
Truck, pickup, 3/4 Crew Cab	\$80.00	\$280.00	\$980.00
Truck, Winch	\$150.00	\$525.00	\$1,838.00
Truck, Bucket	\$250.00	\$875.00	\$3,063.00
Truck, Welding Rig w/Machine, leads (not incl. fuel)	\$110.00	\$385.00	\$1,348.00

TRAILERS

Tool Trailer, Small	\$40.00	\$140.00	\$490.00
Tool Trailer, Semi	\$255.00	\$893.00	\$3,126.00
Utility Trailer	\$35.00	\$123.00	\$431.00
Utility Trailer, Gooseneck	\$50.00	\$175.00	\$613.00
Welding Trailer Rig w/Machine, leads	\$60.00	\$210.00	\$735.00

WELDING AND PIPING EQUIPMENT

Beveling Machines w/Torch:			
2" to 4"	included		
4" to 8"	included		
8" to 12"	\$20.00	\$70.00	\$245.00
14" to 20"	\$30.00	\$105.00	\$367.50
22" to 26"	\$35.00	\$122.50	\$428.75
26" to 30"	\$40.00	\$140.00	\$490.00
30" to 36"	\$45.00	\$157.50	\$551.25
Holiday Detector w/electrodes (jeep)	\$22.00	\$80.00	\$270.00
Plasma Cutter, 85amp w/HT	\$26.00	\$90.00	\$320.00
Line-up Clamp, 10" to 16" Dearman	NA		
Line-up Clamp, 16" to 30" Dearman	NA		
Pipe Threader - Ridgid 700 or Equiv.	\$23.00	\$80.00	\$280.00
Pipe Threader - Ridgid 535 or Equiv.	\$50.00	\$175.00	\$600.00
Pipe Threader, Geared, 2-1/2" - 4", Rigid 141, Power source is rented seperately	\$20.00	\$70.00	\$245.00
Elec Tubing Bender	\$65.00	\$228.00	\$798.00
Testing Machine (coupon bender)	\$75.00	\$263.00	\$921.00
Track Burning Machine, 2 sect., w/torch	\$25.00	\$88.00	\$308.00
Welding Machines w/150' lead:			
300 Amp, diesel	\$35.00	\$135.00	\$475.00
300-400 Amp, electric	\$25.00	\$88.00	\$308.00
400-500 Amp, diesel	\$50.00	\$190.00	\$650.00

Basis For Pricing

1. The equipment listed on this schedule, owned by Contractor, will be used subject to its availability. This is not an exhaustive list. Other equipment will be provided as job requirements necessitate.
2. Rates are based on one shift of forty (40) hours per week or one hundred seventy-six (176) hours per month of a consecutive billing period.
3. A consecutive billing period shall commence with the delivery of the equipment to the work site and terminate when the equipment is no longer required for the Work. It is the sole responsibility of Contractor to remove all equipment from the site within twenty four hours (or such time as agreed to by Owner) following the completion of the Work for which it was used. Reasonable transportation time from the site back to Contractor's yard will be included in all rental charges.
4. Consecutive billing periods within one month shall not be combined to secure a more favorable rental rate.
5. Equipment rented for three or more consecutive days in a week will be billed at the weekly rate.
6. Equipment rented for three or more consecutive weeks in a month will be billed at the monthly rate.
7. Equipment rented by the week: The overtime rate is 1/40 of the weekly rate for all hours over fifty (50).
8. Equipment rented by the month: The overtime rate is 1/176 of the monthly rate for all hours over 200.
9. All equipment assigned to a Maintenance Contract site on a "permanent" basis shall be invoiced at the monthly rates
10. All equipment used on "Call-Outs" or "Time and Material" type construction work will be invoiced at rates based on time equipment is actually required to complete the Work for which it was intended. Reasonable transportation time from the site back to contractor's yard will be included in all rental charges. It is the sole responsibility of Contractor to remove all equipment from the site within twenty-four hours (or such time as agreed to by Owner) following the completion of the Work for which it was used.

11. "Equipment Maintenance and Operating Costs" The rates for company owned equipment listed in this schedule include normal operation, maintenance, minor repairs, insurance expenses, etc. (less operator). Off-road diesel fuel for both Contractor owned rented equipment will either be furnished by the Owner or by Contractor at cost plus applicable taxes and a 15% mark-up for handling. This is at the owner's discretion.
12. Should the Owner require Contractor to use equipment on Work for which it is not intended, all resulting abnormal repairs that result from such unusual or adverse conditions shall be for the Owner's account.
13. Gasoline included in all rates.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	October 11, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-129	
AGENDA TITLE	Cooperation Agreement Addendum	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Paul Kritz	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE		
BACKGROUND	The Attorney General's office has stated that the cooperation agreement does not contain explicit reference to which of the participating entities will be in charge of the cooperative undertaking under 12-2904(e)(1) The Attorney General's office has stated they will accept a short addendum to the cooperation agreement, signed by all the parties, which in essence states that the City will be the party responsible for administering the joint or cooperative undertaking in the coop. The Attorney General's office has also stated that if such an addendum is signed, it will need to be delivered to their office no later than the afternoon of Wednesday, October 18. If they have not received it by that date, they anticipate sending a letter to the parties notifying them that the cooperation agreement has not been approved.	

SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve the Addendum
REFERENCE DOCUMENTS ATTACHED	Addendum R-16-128

RESOLUTION NO. R-16-129

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ADDENDUM TO THE COOPERATION AGREEMENT AMONG THE CITY OF COFFEYVILLE, KANSAS, THE COFFEYVILLE REGIONAL MEDICAL CENTER BOARD OF TRUSTEES AND COFFEYVILLE REGIONAL MEDICAL CENTER, INC., RESPECTING THE LEVY, COLLECTION AND USE OF THE 2016 HEALTH CARE SALES TAX.

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 an addendum to the cooperation agreement among the City of Coffeyville, Kansas, the Coffeyville Regional Medical Center Board of Trustees and Coffeyville Regional medical Center, Inc., respecting the levy, collection and use of the 2016 Health Care Sales Tax.

Adopted this 11th day of October, 2016.

Christopher V. Williams, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ADDENDUM TO COOPERATION AGREEMENT

RECITALS

WHEREAS, the City of Coffeyville has duly passed Ordinance No. S-16-09 authorizing the execution of an interlocal cooperation agreement, dated July 1, 2016 (said agreement, with this addendum, collectively referred to as the “Agreement”); and

WHEREAS, the Coffeyville Regional Medical Center Board of Trustees has duly adopted Resolution No. 062916-Trustees authorizing the execution of this Agreement; and

WHEREAS, Coffeyville Regional Medical Center, Inc. has duly adopted corporate Resolution No. 062916-CRMC authorizing the execution of this Agreement; and

WHEREAS, the Parties have heretofore entered in this Agreement for the purposes set forth herein; and

WHEREAS, the Parties find it necessary and advisable to execute this addendum for the purposes of technical compliance with the Kansas Interlocal Cooperation Act.

THEREFORE, the Parties agree to this addendum as follows:

ARTICLE IX

ADDENDUM

9.1 The City shall be responsible for administering the joint and cooperative undertaking between the parties hereto set forth in the Agreement.

ARTICLE X

RATIFICATION

10.1 The Agreement is hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have each caused this addendum to be executed on its behalf by an authorized official, to be effective as of the date first above written.

CITY OF COFFEYVILLE, KANSAS

(SEAL)

By: _____
Name: Christopher V. Williams
Title: Mayor

APPROVED

By: _____
Name: Paul Kritz, Esq.

Attest:

By: _____
Name: Cindy Price
Title: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS:
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the ____ day of _____, 2016 by Christopher V. Williams Mayor, and Cindy Price, City Clerk, of the City of Coffeyville, Kansas, a municipal corporation incorporated as a city of the first class of the State of Kansas.

(SEAL)

My Appointment Expires:

Notary Public

**COFFEYVILLE REGIONAL MEDICAL
CENTER BOARD OF TRUSTEES**

(SEAL)

By: _____
Name: Stan Eli
Title: Chairman

APPROVED

By: _____
Name: Doug Bell, Esq.

Attest:

By: _____
Name: _____
Title: Secretary-Treasurer

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS:
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the ____ day of _____, 2016, by Stan Eli, Chairman of the Coffeyville Regional Medical Center Board of Trustees, and _____, Secretary-Treasurer of the Coffeyville Regional Medical Center Board of Trustees.

(SEAL)

My Appointment Expires:

Notary Public

**COFFEYVILLE REGIONAL MEDICAL
CENTER, INC.**

(SEAL)

By: _____
Name: Neal Barkley
Title: Chairman, Coffeyville Regional Medical
Center, Inc. Board of Directors

APPROVED

By: _____
Name: Doug Bell, Esq.

Attest:

By: _____
Name: _____
Title: Secretary-Treasurer

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS:
COUNTY OF MONTGOMERY)

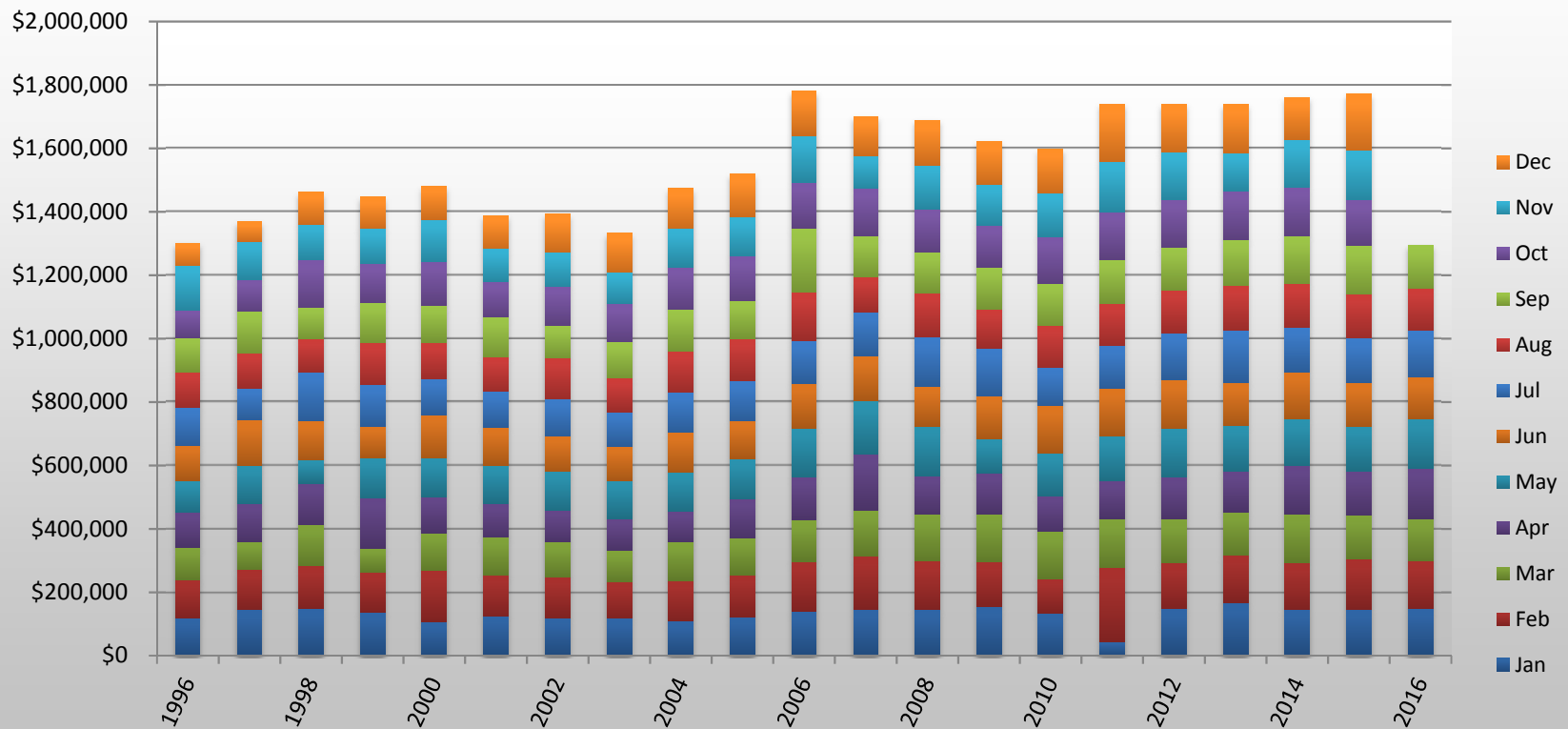
This instrument was acknowledged before me on the ____ day of _____, 2016, by Neal Barkley, Chairman of the Coffeyville Regional Medical Center, Inc. Board of Directors, and _____, Secretary-Treasurer of Coffeyville Regional Medical Center, Inc.

(SEAL)

My Appointment Expires:

Notary Public

City 1 Cent Sales Tax Revenue



**2016 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2013 ACTUAL .01 TAX</u>	<u>2014 ACTUAL .01 TAX</u>	<u>2014/2013 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2015 ACTUAL .01 TAX</u>	<u>2015/2014 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2016 ACTUAL .01 TAX</u>	<u>2016/2015 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$167,595.09	\$146,299.40	-12.71%	\$147,492.93	0.82%	\$149,507.89	1.37%
			\$167,595.09	\$146,299.40	-12.71%	\$147,492.93	0.82%	\$149,507.89	1.37%
DECEMBER	JANUARY	FEBRUARY	\$148,919.84	\$146,126.93	-1.88%	156,319.72	6.98%	149,256.01	-4.52%
			\$316,514.93	\$292,426.33	-7.61%	\$303,812.64	3.89%	\$298,763.90	-1.66%
JANUARY	FEBRUARY	MARCH	\$137,187.38	\$155,123.07	13.07%	139,261.36	-10.23%	133,333.61	-4.26%
			\$453,702.31	\$447,549.40	-1.36%	\$443,074.00	-1.00%	\$432,097.51	-2.48%
FEBRUARY	MARCH	APRIL	\$127,529.65	\$151,251.80	18.60%	\$140,432.83	-7.15%	158,197.01	12.65%
			\$581,231.96	\$598,801.21	3.02%	\$583,506.83	-2.55%	\$590,294.52	1.16%
MARCH	APRIL	MAY	\$145,200.87	\$147,661.30	1.69%	\$140,819.49	-4.63%	157,666.90	11.96%
			\$726,432.83	\$746,462.50	2.76%	\$724,326.32	-2.97%	\$747,961.42	3.26%
APRIL	MAY	JUNE	\$135,648.76	\$148,675.89	9.60%	\$136,127.91	-8.44%	130,051.96	-4.46%
			\$862,081.59	\$895,138.39	3.83%	\$860,454.23	-3.87%	\$878,013.38	2.04%
MAY	JUNE	JULY	\$164,860.74	\$141,306.30	-14.29%	\$140,804.95	-0.35%	147,793.73	4.96%
			\$1,026,942.33	\$1,036,444.69	0.93%	\$1,001,259.18	-3.39%	\$1,025,807.10	2.45%
JUNE	JULY	AUGUST	\$139,930.94	\$138,002.68	-1.38%	\$139,448.58	1.05%	133,432.45	-4.31%
			\$1,166,873.27	\$1,174,447.38	0.65%	\$1,140,707.76	-2.87%	\$1,159,239.56	1.62%
JULY	AUGUST	SEPTEMBER	\$146,503.50	\$150,733.15	2.89%	\$153,352.27	1.74%	133,793.02	-12.75%
			\$1,313,376.77	\$1,325,180.53	0.90%	\$1,294,060.03	-2.35%	\$1,293,032.58	-0.08%
AUGUST	SEPTEMBER	OCTOBER	\$153,570.57	\$151,905.19	-1.08%	\$143,675.91	-5.42%		
			\$1,466,947.35	\$1,477,085.72	0.69%	\$1,437,735.94	-2.66%		
SEPTEMBER	OCTOBER	NOVEMBER	\$119,545.03	\$149,480.82	25.04%	\$156,641.82	4.79%		
			\$1,586,492.38	\$1,626,566.54	2.53%	\$1,594,377.76	-1.98%		
OCTOBER	NOVEMBER	DECEMBER	\$151,947.80	\$134,790.17	-11.29%	\$177,172.12	31.44%		
			\$1,738,440.18	\$1,761,356.71	1.32%	\$1,771,549.88	0.58%		

**2016 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2013 ACTUAL .01 TAX</u>	<u>2014 ACTUAL .01 TAX</u>	<u>2014/2013 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2015 ACTUAL .01 TAX</u>	<u>2015/2014 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2016 ACTUAL .01 TAX</u>	<u>2016/2015 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$147,766.00	\$126,719.31	-14.24%	\$130,323.58	2.84%	\$125,501.87	-3.70%
			\$147,766.00	\$126,719.31	-14.24%	\$130,323.58	2.84%	\$125,501.87	-3.70%
DECEMBER	JANUARY	FEBRUARY	\$131,120.25	\$127,902.52	-2.45%	\$120,942.96	-5.44%	\$124,682.84	3.09%
			\$278,886.25	\$254,621.83	-8.70%	\$251,266.54	-1.32%	\$250,184.71	-0.43%
JANUARY	FEBRUARY	MARCH	\$120,592.18	\$127,851.86	6.02%	\$114,614.60	-10.35%	\$109,554.68	-4.41%
			\$399,478.43	\$382,473.68	-4.26%	\$365,881.14	-4.34%	\$359,739.39	-1.68%
FEBRUARY	MARCH	APRIL	\$113,834.38	\$132,973.66	16.81%	\$124,528.17	-6.35%	\$124,147.25	-0.31%
			\$513,312.81	\$515,447.34	0.42%	\$490,409.31	-4.86%	\$483,886.63	-1.33%
MARCH	APRIL	MAY	\$130,704.45	\$125,613.95	-3.89%	\$118,971.78	-5.29%	\$134,924.31	13.41%
			\$644,017.26	\$641,061.29	-0.46%	\$609,381.09	-4.94%	\$618,810.94	1.55%
APRIL	MAY	JUNE	\$122,956.99	\$128,525.97	4.53%	\$117,228.80	-8.79%	\$109,299.34	-6.76%
			\$766,974.25	\$769,587.26	0.34%	\$726,609.88	-5.58%	\$728,110.28	0.21%
MAY	JUNE	JULY	\$148,843.85	\$125,013.93	-16.01%	\$123,130.14	-1.51%	\$125,463.02	1.89%
			\$915,818.10	\$894,601.19	-2.32%	\$849,740.02	-5.01%	\$853,573.30	0.45%
JUNE	JULY	AUGUST	\$115,658.54	\$109,485.72	-5.34%	\$115,573.69	5.56%	\$113,138.05	-2.11%
			\$1,031,476.63	\$1,004,086.91	-2.66%	\$965,313.72	-3.86%	\$966,711.34	0.14%
JULY	AUGUST	SEPTEMBER	\$126,089.60	\$129,483.28	2.69%	\$130,532.71	0.81%	\$118,255.65	-9.41%
			\$1,157,566.23	\$1,133,570.19	-2.07%	\$1,095,846.43	-3.33%	\$1,084,966.99	-0.99%
AUGUST	SEPTEMBER	OCTOBER	\$133,317.76	\$132,775.50	-0.41%	\$125,756.13	-5.29%		
			\$1,290,884.00	\$1,266,345.69	-1.90%	\$1,221,602.56	-3.53%		
SEPTEMBER	OCTOBER	NOVEMBER	\$100,266.93	\$119,929.13	19.61%	\$130,810.72	9.07%		
			\$1,391,150.93	\$1,386,274.82	-0.35%	\$1,352,413.28	-2.44%		
OCTOBER	NOVEMBER	DECEMBER	\$130,547.73	\$113,979.58	-12.69%	\$154,540.43	35.59%		
			\$1,521,698.66	\$1,500,254.40	-1.41%	\$1,506,953.71	0.45%		

**2016 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2013 ACTUAL .01 TAX</u>	<u>2014 ACTUAL .01 TAX</u>	<u>2014/2013 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2015 ACTUAL .01 TAX</u>	<u>2015/2014 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2016 ACTUAL .01 TAX</u>	<u>2016/2015 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$19,829.09	\$19,580.09	-1.26%	\$17,169.35	-12.31%	\$24,006.03	39.82%
			\$19,829.09	\$19,580.09	-1.26%	\$17,169.35	-12.31%	\$24,006.03	39.82%
DECEMBER	JANUARY	FEBRUARY	\$17,799.59	\$18,224.41	2.39%	\$35,376.75	94.12%	\$24,573.17	-30.54%
			\$37,628.68	\$37,804.51	0.47%	\$52,546.10	38.99%	\$48,579.19	-7.55%
JANUARY	FEBRUARY	MARCH	\$16,595.20	\$27,271.21	64.33%	\$24,646.76	-9.62%	\$23,778.93	-3.52%
			\$54,223.88	\$65,075.72	20.01%	\$77,192.86	18.62%	\$72,358.13	-6.26%
FEBRUARY	MARCH	APRIL	\$13,695.26	\$18,278.14	33.46%	\$15,904.66	-12.99%	\$34,049.76	114.09%
			\$67,919.15	\$83,353.86	22.73%	\$93,097.52	11.69%	\$106,407.89	14.30%
MARCH	APRIL	MAY	\$14,496.42	\$22,047.35	52.09%	\$21,847.71	-0.91%	\$22,742.59	4.10%
			\$82,415.57	\$105,401.21	27.89%	\$114,945.23	9.05%	\$129,150.48	12.36%
APRIL	MAY	JUNE	\$12,691.78	\$20,149.92	58.76%	\$18,899.12	-6.21%	\$20,752.62	9.81%
			\$95,107.34	\$125,551.13	32.01%	\$133,844.35	6.61%	\$149,903.10	12.00%
MAY	JUNE	JULY	\$16,016.89	\$16,292.37	1.72%	\$17,674.81	8.49%	\$22,330.71	26.34%
			\$111,124.23	\$141,843.50	27.64%	\$151,519.16	6.82%	\$172,233.81	13.67%
JUNE	JULY	AUGUST	\$24,272.41	\$28,516.96	17.49%	\$23,874.89	-16.28%	\$20,294.41	-15.00%
			\$135,396.64	\$170,360.46	25.82%	\$175,394.05	2.95%	\$192,528.21	9.77%
JULY	AUGUST	SEPTEMBER	\$20,413.90	\$21,249.88	4.10%	\$22,819.56	7.39%	\$15,537.37	-31.91%
			\$155,810.54	\$191,610.34	22.98%	\$198,213.61	3.45%	\$208,065.58	4.97%
AUGUST	SEPTEMBER	OCTOBER	\$20,252.81	\$19,129.69	-5.55%	\$17,919.78	-6.32%		
			\$176,063.35	\$210,740.03	19.70%	\$216,133.38	2.56%		
SEPTEMBER	OCTOBER	NOVEMBER	\$19,278.10	\$29,551.69	53.29%	\$25,831.10	-12.59%		
			\$195,341.45	\$240,291.72	23.01%	\$241,964.48	0.70%		
OCTOBER	NOVEMBER	DECEMBER	\$21,400.07	\$20,810.59	-2.75%	\$22,631.69	8.75%		
			\$216,741.52	\$261,102.31	20.47%	\$264,596.17	1.34%		

2016 SALES TAX ALLOCATION

Month	Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Street (Hwy) Improvement (1/2 Cent) 520-4-220-195	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	TOTAL COLLECTIONS
January	\$ 448,523.68	\$ 74,753.97	\$ 74,753.95	\$ 74,753.95	\$ 74,753.95	\$ 74,753.94	\$ 74,753.94	\$ 448,523.68
February	447,768.03	74,628.01	74,628.01	74,628.01	74,628.01	74,628.01	74,628.01	447,768.03
March	400,000.83	66,666.81	66,666.81	66,666.81	66,666.81	66,666.81	66,666.81	400,000.83
April	474,591.02	79,098.50	79,098.50	79,098.50	79,098.50	79,098.50	79,098.50	474,591.02
May	473,000.70	78,833.45	78,833.45	78,833.45	78,833.45	78,833.45	78,833.45	473,000.70
June	390,155.87	65,025.98	65,025.98	65,025.98	65,025.98	65,025.98	65,025.98	390,155.87
July	443,381.18	73,896.86	73,896.86	73,896.86	73,896.86	73,896.86	73,896.86	443,381.18
August	400,297.36	66,716.23	66,716.23	66,716.23	66,716.23	66,716.23	66,716.23	400,297.36
September	401,379.06	66,896.51	66,896.51	66,896.51	66,896.51	66,896.51	66,896.51	401,379.06
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-
	\$ 3,879,097.73	\$ 646,516.31	\$ 646,516.29	\$ 646,516.29	\$ 646,516.29	\$ 646,516.28	\$ 646,516.28	\$ 3,879,097.73

Allocation of Capital Improvements Sales Tax Portion

Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Capital Improv. - Municipal Building Renovation Project 520-4-350-195	Sales Tax Bond Reserve Fund 540-4-000-195	Sales Tax Bond Debt Service 530-4-000-195	Total Capital Improvements (1/2 Cent) (See Above)
January	\$ 14,950.79	\$ 7,475.39	\$ 52,327.76	\$ -	\$ -	\$ 74,753.95
February	14,925.60	7,462.80	52,239.60	-	-	74,628.01
March	13,333.36	6,666.68	46,666.76	-	-	66,666.81
April	15,819.70	7,909.85	55,368.95	-	-	79,098.50
May	15,766.69	7,883.35	55,183.42	-	-	78,833.45
June	13,005.20	6,502.60	45,518.18	-	-	65,025.98
July	14,779.37	7,389.69	51,727.80	-	-	73,896.86
August	13,343.25	6,671.62	-	-	46,701.36	66,716.23
September	13,379.30	6,689.65	-	-	46,827.56	66,896.51
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
	\$ 129,303.26	\$ 64,651.63	\$ 359,032.49	\$ -	\$ 93,528.92	\$ 646,516.29



COFFEYVILLE POLICE DEPARTMENT

2016 Statistics



	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Totals
Total Incidents(PD,FD, EMS, MGSO)	1,642	1,443	1,652	1,740	1,749	1,795	1,713	1,713	1,709				
Total Coffeyville PD Incidents	1,288	1,106	1,158	1,290	1,318	1,405	1,244	1,240	1,235				
Total Telephone Calls To Dispatch	4,169	3,842	4,395	4,194	3,935	3,917	4,049	4,123					
Traffic Stops	129	93	146	201	170	161	121	85	117				
Total Traffic Citations Issued	108	60	89	140	126	133	70	75	79				
KIBRS Offenses	395	255	277	241	290	262	273	276	301				
Accident - Injury	1	4	4	2	3	1	5	2	6				
Accident - Non Injury	12	11	15	14	9	14	10	9	14				
Cases Assigned to Dets	10	7	9	8	1	10	9	8	7				
Cases Cleared by Dets	10	3	9	6	4	12	6	5	5				
Homicides	0	0	0	0	0	0	0	0	0				
Attempted Homicides	0	0	0	0	0	0	0	0	0				
Robberies	2	2	0	1	1	0	0	0	0				
Rapes	0	0	0	1	0	0	0	2	1				
Other Sex Offenses	3	1	0	3	2	1	3	3	0				
Burglaries	16	7	9	3	9	9	7	13	17				
Vehicle Burglaries	7	2	0	0	3	3	7	2	5				
Batteries	8	7	19	16	24	15	9	23	18				
Domestic Violence/Disturbance	8	8	11	12	20	8	8	13	11				
Arsons	0	2	1	0	0	0	1	0	0				
Assaults	3	2	3	0	2	0	3	3	1				
Thefts	57	24	32	31	52	47	69	60	65				
Stolen Auto	3	1	1	4	1	3	2	4	2				
Narcotics Violations	11	3	9	5	9	9	8	12	16				
DUI	1	3	4	5	3	2	0	2	4				
Animal Calls	77	75	83	107	117	105	153	154	114				
Parking In Yard Complaints	0	0	4	2	6	4	27	6	3				
Parking In Yard Citations	0	0	0	0	0	1	0	3	0				