COMMISSION MEETING AGENDA
TUESDAY, MAY 23RD, 2023 6:30 P.M.

A. **CALL TO ORDER –** Mayor Ann Marie Vannoster

B. **ROLL CALL**

C. **INVOCATION** – Pastor Randy DePriest, First Assembly of God

D. **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

E. **REVIEW OF AGENDA**

F. **CONSENT AGENDA**

1. City Commission Meeting Minutes – Tuesday, May 9th, 2023		
2. 2023 Appropriation Ordinance No. AO-23-10		$5,856,251.85
3. 2023 Appropriation Ordinance No. AO-23-10A	(Isham's)	$30.99

G. **COMMENTS**

1. Comments from Public
   Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

<u>REGULAR AGENDA ITEMS</u>

H. **PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**

1. Presentation by Peggy Steele on the 9th Street Project.

I. **OLD BUSINESS**

J. **NEW BUSINESS**

1. Resolution R-23-26 a Resolution to purchase three vehicles and required emergency equipment for the Coffeyville Police Department.
2. Resolution R-23-27 a Resolution to purchase an Electric Switchgear Package for the North Industrial Park Substation Upgrade.
3. Resolution R-23-28 a Resolution to approve electric engineering services with Olsson, Inc. for Phase II of the analysis of improvements to Substation B-North and South.
4. City Manager's Report
5. Comments from Commissioners and Staff

K. **EXECUTIVE SESSION(s)**

L. **GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**

M. **ADJOURN**

COMMISSION MEETING MINUTES
TUESDAY, MAY 9TH, 2023 6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. in the Commission Room. The meeting was called to order by Mayor Vannoster.

Present:
COMMISSIONER JUSTIN DOANE
COMMISSIONER DEBORAH MAPLES
COMMISSIONER JASON SWINDELL
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

City Staff in attendance (for procedure or agenda items):
CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK
SUPERINTENDENT OF ELECTRIC GENERATION TONY LAWSON

A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL

C. INVOCATION –Jason Swindell

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA
1. Special City Commission Meeting Minutes – Monday, April 24th, 2023
2. City Commission Meeting Minutes – Tuesday, April 25th, 2023
3. 2023 Appropriation Ordinance No. AO-23-09 $867,959.86

MOTION: Move to approve items 1 -3 of the consent agenda as presented.

ACTION: MOTION: VANNOSTER SECOND: YORK
ROLL CALL: ALL AYE

G. COMMENTS
1. Comments from Public
Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
   - Loran Osborne, 613 W. 6th came to the podium and said that he believes one of the big disconnects that has occurred is the fire and vigor that people have been putting their points forward with. It is a lot harder to listen to a loud barking dog than it is to a quietly speaking person. Mr. Osborn said a lot of them have made that mistake because they thought their points were righteous but their behavior was not. He

stated that he served in the Navy for 5 years before transitioning to the Army. Honor, courage, commitment, loyalty, duty, respect, selfless service and integrity are not just words they are core values that are invested and inculcated into the very fabric of being for people who live their service. Mr. Osborn stated we are buried in the midst of a situation in which lies have definitely been spoken but not by the people accused and he believes they will be able to show the Commission evidence of several instances which are direct mendacity from officials in this room. They have black and white evidence this time and a news camera to show it on. He said it will be their choice whether the old business on the Agenda stays empty or fills up with things that should have been dealt with for the last month and a half. Mr. Osborn said the Kansas Open Meetings Act specifically forbids interaction communications in collectively involve a majority of the public body or agency without the public present a common topic is discussed concerning business or affairs of the public body without the entire body present or there is an intent by any or all of the participants to reach agreement on a topic that requires binding action or open meeting by a public body or agency. Mr. Osborn stated they have evidence of 3 City Commission videos that information had to be shared outside the view of the public in order for the questions and responses that were given during several of those sessions.

- Sonya Cantrell, 108 Cedar Drive, came to the podium and stated that she wanted to comment on the April 26th Press Release from the City Manager. She said these are Mr. Hall's exact words "The State Fire Marshal explained that the Coffeyville Fire Department has improperly submitted reimbursement requests to the Office of the State Fire Marshal on multiple occasions." Mrs. Cantrell then read from an email obtained through an Open Records Request dated April 4th to the City of Coffeyville from the State Fire Marshall Doug Jorgensen. Please note that she has confirmed with the State Fire Marshal that the date of October 21, 2021 date in this email was a typo and should read October 2022. "I've attached copies of the paperwork we have from the October 2021 Hazmat response and the personnel sheets that have gone back to 2015. All of the Personnel cost receipts sheets prior to October 2022 only shows straight time reimbursement for all participants. The October 2022 reimbursement was the first one requesting a double time rate not only for the call in personnel but also for the actual Hazmat incident responders. Reimbursement of those was an error on our part." Mrs. Cantrell stated that the State Fire Marshal is accepting the responsibility for the mistake and in no way tried to blame the local firefighters as spelled out in the Fire Marshal's email. The only reimbursement claiming double time was the single one in October not multiple times as Mr. Hall tried to convince the Commission. Another statement in Mr. Hall's press release - the Fire Marshal added that the Coffeyville Fire Department personnel altered the Office of the State Fire Marshal reimbursement forms or spreadsheets by changing locked calculations. Again, from the April 4th e-mail from the State Fire Marshal said "Our Hazmat teams have a fillable workbook to submit their costs for reimbursement. I was under the impression that the workbook was locked down and the figures could not be altered from what was entered I now realize I was wrong." This is on April 4th that he said he was wrong and whoever filled out the workbook with the cost for reimbursement manually altered the totals on the personnel cost page, they did add a note stating that they put double time so they were saying this is double time, they weren't sure what they were supposed to do. That is not in accordance, this is him speaking, that is not in accordance with the current contract that is in place and our staff should have caught that mistake and had it corrected. Since that was our error we will let the total reimbursement stand. Again Mr. Hall's statement in the press release does not coincide with Fire Marshal's email, the workbook was not locked. The State Fire Marshal is not blaming the Coffeyville firefighters. Mrs. Cantrell asked, what's going on here, why is a City Manager providing false information to the Commissioners and the community? She stated she has it here in black and white from the State Fire Marshal. Please also note that after a Hazmat event the firefighters are paid for this duty on their next paycheck even sometimes before they are reimbursed from the State. When reimbursement from the State comes in it goes directly to the City so why would it make sense for them to purposely falsify their request for reimbursement as it never goes directly to the firefighters. They've already been paid what they have due. Does the City not reconcile through reimbursements with what has been paid out for extra Hazmat calls, in this case the City has received money they should not have so who's in the wrong here? Also, the actual last Hazmat response was not October of 22 as stated by Mr. Hall numerous times. It's recorded, he said it multiple times. The last response from the Hazmat team was March of 2023 which is what instigated this entire mess. Why have these facts not been presented in an honest manner? They may never know the answer but what they do know is that the City Commissioners and the citizens of Coffeyville need to become vigilant in what the City Manager is reporting to them. It's a sad day when numerous folks have expressed their concerns regarding issues with Mr. Hall and the Commissioners continue to ignore the problems. Mr. Hall is no longer working in a productive manner with various entities across town. She's personally spoken with Representatives from such local entities as USD 445, Boys and Girls Club, CRMC, Library Board and Montgomery County Action Council. She's done her homework and expressed her concerns to several of the Commissioners. This lack of the City Manager's desire to collaborate with these entities is hurting the entire community of Coffeyville. Mrs. Cantrell stated that the Commission is allowing this man to hurt the entire community. Something needs to be done now and that something is relieving Mr. Hall of his duties as City Manager. She cannot speak for everyone but she knows there are many who no longer feel Mark Hall is a valuable leader for Coffeyville or can contribute in a positive way especially after the way he degraded the Fire Department. They did not deserve that. She is also appalled at the manner in which the Commission responded by absolutely buying into his rhetoric. They didn't bother to find out the truth. She stated that she has the truth here in black and white. The comment about there being an investigation by Mr. Doane would not have even been necessary if the true information had been shared from the State Fire Marshal by Mark Hall. Commissioners, do what you are elected to do and represent the citizens of Coffeyville instead of following along blindly believing everything Mr. Hall has to say. She has proven it tonight that he has not been truthful, she has it in writing. She would be glad to share it with the Commission. Too many issues have been brought to life to ignore any longer, the Commission owes it to the citizens of Coffeyville to act on this manner immediately.

- Pete Caresio, 2274 N Hwy 169, came to the podium and said he has been a firefighter with the City of Coffeyville for 31 years. He stated they were through, they made their last statement and then left the room. All they had to do was let it go but they couldn't do that because they had to make one last jab at the Fire Department. Mr. Caresio asked, what did you think was going to happen after you made those accusations? Not only that but what was said was not true in the manner it was projected and beyond that they have been standing behind personnel issues as a reason for not speaking for the last few weeks but yet they openly discussed a personnel issue. An issue that should have been discussed with the Fire Department before making any statements to the public. He questioned, is the Commission okay with this? They must be because they agreed and asked questions as though everything he said was gospel. Through conversation this could have been resolved but they chose to make public accusations against members of the Fire Department, for what purpose, because they were writing their grievance? They never gave them the opportunity to defend ourselves, they still haven't. This is why there is still anger in the community, not because of them because of Mark Hall and the Commission who refused to talk. They have made several statements in the past that are just not true. It was said that the mistake in billing by the Fire Department has happened more than once, that's not true. It was said that there were codes in the billing for Hazmat pay forever, that's not true. It was said someone instructed them to change the Excel sheet, that's not true. These are just a few, he’s sure others have taken notes on more. The firefighters are paid before the City receives the reimbursement from the State. They were paid correctly for the Hazmat incident, the City was overpaid, not the Fire Department. After the Hazmat incident in October, Mr. Hall told Chief Ward that they would not be paid the single pay twice, aka double time then proceeded to find excuses as to why he wouldn't pay it. Mr. Caresio said that Chief Ward told him before he entered payroll after the last Hazmat incident that overtime pay for the firefighters on duty could not be entered. It was not put into payroll that is when the grievance was started and people have stated he was fired because he went against Chief Ward. That cannot be the reason for Chief Ward being fired so many people have wrongly stated. The next topic is communication. Those who make conversations impossible make escalation inevitable. How many times does this word have to be talked about? There have been zero communications from the City Manager before this incident or after. How do they function as a City without it? He guesses we're showing that now and is really disgusted by the lack of communication from the Commission. After sending three Commissioners messages Mr. Doane Mr. York and Mrs. Vannoster on different occasions and only getting one response in the last few weeks from the mayor saying she would like to talk and then nothing. They hate the fact that rumors are being spread yet they facilitate those rumors by not talking. To be clear, he has reached out to Commissioner Swindell early on and he did listen. He has not reached out to Commissioner Maples and apologized for that because he didn't know if she would have listened or not but would like to believe she would have. Mr. Caresio said he will end this because he only has three minutes to talk. He is not afforded the right to defend himself and the firefighters from an hour-long accusation from the City Manager. Their First Amendment right shall not be infringed upon yet someone or individuals decided that they did not like the statements made in one of the commission meetings and took it upon themselves to contact the person's boss and complain. That eventually got to their top boss who by the way is a very influential person. They watched the meeting on YouTube and reached out to this person saying they had no problem with them speaking as a citizen of Coffeyville, they also added that speech was excellent. It is a First Amendment right to speak at a Commission Meeting and any attempt to retaliate for that should probably be looked at by the Attorney General, especially if those complaints came from a Commissioner but he doesn't know that it did. Just to be clear at the very least the Fire Department deserves an apology for Mr. Hall and then they need to sit down and discuss all the problems they are having. They are willing to work with Mr. Hall but they can’t because he won't communicate with them.

- Wesliann McCartney, 701 Lincoln St, came to the podium and said the last time she spoke she came up there knowing what she wanted to say and how she needed to say it. When she spoke, she spoke without fear of retaliation because she very much believed in the First Amendment and that would be able to protect her. Today she is not so sure. She heard what she thought were just rumors of retaliation towards some citizens of Coffeyville who spoke out but she recently found out these are very much true. Ms. McCartney would like to remind people of why we have the First Amendment. It protects of the fundamental rights, the freedom to believe and express different ideas in a variety of ways. Without freedom speech we as individuals cannot openly speak to government officials without fear of retaliation. First Amendment gives us the right to petition to the government and express our concerns over how we are governed. She stands here tonight feeling as though her First Amendment rights are not being respected or being upheld. She feels like her concerns are not being heard, she feels ignored, like her feelings are not valid and she feels like she not important. She feels like the Commission doesn't care. Ms. McCartney has lived in Coffeyville her whole life and is scared to go outside her house and drive because she’s afraid that a Police Officer is going to pull her over for what she has said. She is scared that she is going to lose her job because she stood up there and fought for what was right. She shared a scripture from Proverbs 15 - A gentle answer turns away wrath but a harsh word stirs up anger the tongue of the wise adorns knowledge but the mouth of the fool gushes fully. The lips of the widespread knowledge but the hearts of the fools are not upright. Mockers resent correction so they avoid wise. A hot tempered person starts off conflict but the one who is patient comes a quarrel. Ms. McCartney said she is terrified knowing that she stands up there and speaks for what is right in fear of her family and her safety. She has lived in Coffeyville her whole life and has loved living in this City but is now terrified. This will lead firefighters to quit their jobs, if that happens we have no firefighters, fires will go out of control and people will die. She doesn’t want to live in Coffeyville anymore and is scared because they are not doing anything to help. They’re not listening to any of them, her, her sister or the firefighters. She asked them to please think of the future of Coffeyville and what they are feeling. They're watching this whole thing play out and some of them are scared and don't understand but their feelings are just as valid as everyone else's.
- Jim Falkner, 1014 W. 3rd, came to the podium and said he would like to add just a bit of technical expertise to the issue. He stated he has seen and manipulated personally the spreadsheet in question. He’s seen a copy of it and there are no computational cells on the spreadsheet in question that compute the amount of pay to be sent back to the City. There are no cells that are locked. There's a cell for name, hours, rate and then the final cell is hours times rate. He would have expected to see a formula in that final cell that multiplies the two previous. There isn't, that third cell calculation is done with a handheld calculator. There is a formula that adds that entire column and gives a total of all of that money and that figure is in a locked formula that transfers to another file in another spreadsheet that summarizes all the

payment, but for the specific entries of hours and rates and the totals on that one sheet, there are no locked cells. He just wanted to clarify that for the Commission.

- Drew Cantrell, 1607 W. 6th, came to the podium and said since they all know what everybody out there has known for a month and a half, he asked what are they going to do about the lying? He knows they're not going to say anything but it's come time to deal with the liar and it's not the firefighters it's the City Manager. He stated they need to apologize to the Fire Department for the way they've been treated. It's terrible and he doesn't understand why they're allowing this. He stated one of them is a preacher, what is it the ninth commandment - thou shalt not lie or in a newer version it's don't bear false witness against your neighbor. Mr. Cantrell said he guesses if you're a tourist them nobody's your neighbor so obviously it can't apply to him. He said make him accountable, make him apologize for the egregious acts he has done. It's time for him to go, we can't continue with this, he asked them to please just do their jobs
- Kent Allison, 612 W. 5th, came to the podium and said our history fuels our future, it doesn't get any more real than what you heard from that young lady. She and her age group are the future of Coffeyville. He said when he spoke the first time he said we went through this back in the 80's and it didn't benefit anyone then and he doesn't think it's benefiting anyone now. There are people on all sides of this spectrum. There are good people who are siding here, there are good people siding with the Commission but we're not together. We talked about the First Amendment, there are a lot of people in the community who would just like to go along to get along. Mr. Allison questioned if anything has ever been settled permanently by just going along to get along. He doesn't think so and thank God in 1776 our founding fathers didn't decide to just go along to get along with Britain. Or December 8th, 1941 or 9/12/2001. They have a right to disagree, they have a right to seek redress of their grievances and that's what they've been doing. Tempers have gotten out of control, the rhetoric's gotten hot and it's done none of us any good. They've wanted to see some action, they need to see some action and they need to see some positive action. He stated they don't really have an ax to grind personally, this is about the community. For Heaven's sake we all need to act like adults, they voted for the Commission and elected them as our governing body and they're all they have to turn to and they have pleaded with them to please do something.
- James Cantrell, 108 Cedar Drive, came to the podium and said when this all started they wanted to get a full grasp of it. Not just what we hear over the fence from neighbors and people that we know. His wife reached out to Mark Hall, nothing he wouldn't return her email so she waited a couple days fired off another one. Mr. Cantrell said he couldn't see fit to return a phone call, email or anything. Mr. Cantrell looked at Mr. Hall and said "yeah just keep sitting there doodling, its fine." They spoke with the different commissioners and with Mrs. Maples. He stated she was very direct and said give me specifics. Mr. Cantrell said they gave her specifics tonight and she has been given specifics of how Mr. Hall lied. There's no other way to put it, they have evidence of what the Fire Marshal for the state of Kansas said and they have his lies. They've been given the proof and asked when are they going to do something about it. When are they going to act? Mr. Cantrell then addressed Commissioner York and said "you can just quit smirking." Commissioner York replied "I've never smirked once." Mr. Cantrell replied that it comes across that way. They want the Commission to go into Executive Session, whether it happens tonight or whatever Mr. Hall needs to go. They've been given the proof. Mr.

Cantrell said that Ann Marie told him he doesn't know the backside. He said we know the backside, we know the front side and he's the backside. It's time to remove him.

- Antonia Lawson, 409 Highland, came to the podium and said for months the stance of the commission is that personnel issues are not to be spoken of publicly. That changed on April 25th as publicly, Mr. Hall stated not just on recorded YouTube video but also in writing the following false accusations. Page two, first paragraph of Hall's written statement: "The State Fire Marshal further explained that the Coffeyville Fire Department has improperly submitted reimbursement requests (plural) to the Office of the State Fire Marshal on multiple occasions." Ms. Lawson stated that she has in her possession the same email that was sent to Stephanie Richardson from Mr. Doug Jorgensen with the Kansas State Fire Marshal on Tuesday April, 4th 2023 at 11:42 a.m. stating the following: "I have attached copies of the paperwork we have from the October 2022 Hazmat response and the personnel cost sheets we have going back to 2015. All the Personnel cost sheets prior to October 2022 only show straight time reimbursement requested for all participants. The October 2022 reimbursement was the first one requesting a double time rate not only for the call in personnel but also for the actual Hazmat incident responders. Reimbursement of those costs was an error on our part. Our Hazmat teams use a fillable workbook to submit their costs for reimbursement. I was under the impression that the workbook was locked down and the figures could not be altered from what was entered. I now realize I was wrong and whoever filled out the workbook with the cost for reimbursement manually altered the totals on the personnel cost page. They did add a note that rates were figured at double time but that's not in accordance with the current contract that is in place. Our staff should have caught that mistake and had it corrected. Since it was our error we will let that reimbursement stand. We will be making some changes to our reimbursement workbook in the next couple of days and will request some additional detail separating regular rate, overtime rate and callback rate. We will also be locking the form down so no changes can be made manually." Ms. Lawson stated 21 days prior to the April 25th Commission Meeting Mr. Hall was well aware that the Fire Department did not attempt to mislead or steal funds from the State Fire Marshal's Office. She questioned why it is that Mr. Hall made such a valiant effort to discredit our Fire Department by making allegations that there have been multiple instances of this which clearly was a one-time instance. Mr. Hall also stated that Fire Department personnel changed locked cell calculations to allow for input of double time pay. The email read above clearly states that the cells were unlocked and if a cell is locked there is no way it can be changed which is why per the email the Fire Marshal says that he will be locking the cells so this issue doesn't happen again. Mr. Hall has intentionally misled the Commission and the residents of Coffeyville. This continues to show direct retaliation to the Fire Department and sends a very clear message of distrust to the community. She asked is this the form of behavior or actions that follow the oath that each of the Commissioners have taken? Is this faithfully discharging the duties of Coffeyville and the Commission? Her research, along with help from members of the community, has allowed her to lay a very clear foundation of what she personally believes. As they all can see and read this was an unintentional clerical error, to say otherwise only questions the integrity of the Coffeyville Fire Department. Ms. Lawson stated they now have been provided document of proof of inconsistencies of Mr. Hall's statements. She asked what they will do with this information. She stated this has continued the division of our community and in a call for peace has only taken a smoldering fire and added gasoline to it. Tonight she, along with others, once again ask the Commission to do what is right, go into Executive Session and relieve Mr. Hall of his duties. Ms. Lawson said let us heal ourselves with the leadership that she knows each of them possess. Their silence and lack of action have caused the community to question if they are listening. It is time to unite Coffeyville with them rather than against them. They need to see quick and decisive movement from the five of them so that true peace can begin.

Vice Mayor Doane said he is tired of sitting there and being quiet. Some things he wants some clarification on is the first time that this happened was October of 22. The initial argument that came up was that double time was paid from the beginning so he is confused about that. Second, the Fire Marshal responded and said this wasn't in accordance with the contract. The initial argument was that it was in the contract, so he'd like some clarification on that as well. Vice Mayor Doane does not disagree that we need better communication, absolutely 100 percent agree with that, but he doesn't feel like he's getting all the facts either.

- Loren Osborn responded to Vice Mayor Doane stating that as it has been disclosed by the State Fire Marshal, on recording in several instances and in the press statement by Mr. Mark Hall the long-standing practice which is referred to both in the statement by Chief Jorgensen and by Mr. Hall, over 16 years has been to pay two straight times. Therefore when the Chief refers to only straight time appearing from 2015 to present he is referring to an accurate statement in that two straight times have been requested for all of the Hazmat calls. The answer to the second question is that the first occurrence, according to Chief Jorgensen in the email sent directly to the city, occurred in October of 2022. Mr. Osborn stated that the reason we're having this conversation is because the City Manager refused at that point in time and in conversation with Chief Ward, stated specifically that he would not be paying double time for that Hazmat event in November and refused to pay properly until a settlement was reached which is improper because the City is being reimbursed, not the Fire Department. The Fire Department is paid straight.
- Lieutenant Cozzo of Coffeyville Fire Department, 1305 West 2nd, came to the podium and stated he could answer Commissioner Doane's questions because he is the Lieutenant that does the billing. He said on the original billing, when they bill it is straight time for on-duty personnel and double time for callback as they come back in. The way it is paid is the on duty guys are already getting their 24 hours for being on duty, if they go on a call for two hours, they bill the state the two hours of straight time for the on duty guys. Lieutenant Cozzo said when they get paid, they get their 24 hours and then they get the two hours of straight time on top of the 24. That one and one adds to two so the verbiage of double time sometimes gets misconstrued. On the October incident, he was out of state and another firefighter submitted the paperwork, it was a clerical error and also the person that he usually submits the paperwork to, the Director of the Hazmat teams, had also left at the time he went to KDEM so there were two people that had never seen this paperwork before, they submitted it and it got passed through. Over 16 years, and Mr. Hall even said in his statement the other day, they average 2.33 calls a year so whatever that is times 16, one incident was wrongly misplaced and it was a clerical error both on themselves and the State Fire Marshal's Office. It's already been corrected. Vice Mayor Doane asked if that's where the possible

triple time came from. Lieutenant Cozzo stated there's no way to get triple time. Vice Mayor Doane questioned if that one time it was submitted as doubled instead of two singles and they had a double and their regular single that would incorporate. He said he is trying to figure out where the comment of possible triple time came from, he knows it's a misunderstanding but could that possibly have been where that came from if that was the only time. Lieutenant Cozzo answered that he doesn't believe so because he believes in the payroll the people that were on that call in October, were paid the correct way as far as our payroll. Now the reimbursement from the state came back as double time so there was no way that the firefighters received triple or they received what they got as past practice for the last 16 years. Lieutenant Cozzo stated that he is more than happy to answer any questions if the Commission wants to reach out or is more than willing to show them the spreadsheet that he does. He is personally working with Stephanie Richardson now through the process so they have barriers in place to make sure that this doesn't happen again.

- Becky Caresio came to the podium and stated if they wanted the proof where this started, why it went to grievance and why it's been happening if they got their pay. She said it started because of emails that the Fire Department received from Mr. Hall saying that he wasn't going to pay the straight time which would equal the double time. He was going to stop the practices that have been going on for 16 years is what the email implied. Those emails are in the Fire Department, that's why Pete reached out to all of the Commissioners because he had those emails to share but nobody would get back with him. So the proof that they need, that they've been searching for that even if it just validates what they've said, they've got it but somebody's got to return their phone calls and have a sit down with them because she feels like that's what they were asking about - where did this go wrong. They're getting the pay they got so where was the grievance, that's why the grievance was filed because it was going to be changed according to an email. Mrs. Caresio stated that there are more emails following that she's not going to pretend to understand all of. She wanted to let them know that there are copies of those emails and the Fire Department has them and all they have to do is call them and they will sit down with any of the Commissioners, that's what they've been trying to do.
- Sonya Cantrell spoke from the audience and said are we providing them with the copy of the email from the State Fire Marshal in comparison to the statement that Mark Hall put out to the public. It's there in black and white, the things that she brought up that what he said is untruthful and if any of them want to sit down with her and go over that, she would be glad to do that.

<u>REGULAR AGENDA ITEMS</u>

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

I. OLD BUSINESS

J. NEW BUSINESS

1. Resolution R-23-25 a Resolution to execute a Purchase Order to Cooling Tower Depot for Emergency Repair of Cooling Tower #4 Hot Deck Support Joist and Distribution Plume. Superintendent of Electric Generation Tony Lawson stated this is for cooling tower number four emergency repair, it's to execute a purchase order to the Cooling Tower Depot for the emergency repair of our cooling tower number four hot deck joist and distribution plume. Cooling tower number four is the one that operates with their steam turbine unit number seven which is currently in operations right now. Upon inspection by staff, they found the

main cross support joist and hot deck were splitting and settling in spots causing the hot deck to sag and become unstable along with the water distribution plume which was causing it to settle and twist. Current conditions of the joists could lead to catastrophic collapse from the way to the water during operations of this unit we were able to receive pricing from two certified cooling tower contractors complete this work selecting the lowest cost proposal.

MOTION: Move to approve Resolutions R-23-25 as presented.

ACTION: MOTION: VANNOSTER SECOND: DOANE
ROLL CALL: ALL AYE

2. City Manager's Report
City Manager Mark Hall stated staff is preparing for the summer season. The pool will open on Memorial Day so they're in the process of filling that and getting staff familiar with the operation. They do have some returning but there a lot of new staff. They have received the outdoor fitness equipment that was donated by the Beach Family Foundation for Sycamore Park. After their approval tonight of the playground equipment, it should be in within two weeks. They'll start setting that up first, children won't be allowed to use it when it's under construction but instead of wait until the park is done, it will be open opened up as they go along. So the playground area, swing area, fitness area will be open to the public as we go through the summer. Then this fall they'll be creating the walking path that six times around will equal one mile. Then they'll also do the nature trail that connects First Street to Fourth street. Mr. Hall will be arranging for the Parks Board, Commission and media to do a groundbreaking sometime in the very near future.

3. Comments from Commissioners and Staff
Mayor Vannoster stated that in accordance with the main topic of this evening, the City does maintain its position based upon the information they received directly from the Fire Marshal himself through the email on April, 4th of 2023 that the submission workbook was in fact manually altered to allow for the input of double time pay reimbursement which is not in accordance with the current contract we have in place. The altering was done, as it was noted, the calculations used were for double time rates but we do not believe it was done with malicious intent. The Office of the State Fire Marshal has made changes to the reimbursement workbook in order to separate the various rates - straight time, double time, callback, etc. and they have made sure that that form is locked down so nothing can be manually altered moving forward by anybody. At the same time the City has implemented a process for the documents to be reviewed before submission to the Office of the State Fire Marshal for reimbursement and that was stated by Lieutenant Cozzo this evening that he is working with our Finance Director and we have checks and balances in place. Right now the City considers this matters closed. They need to get back to their jobs - all of the City departments, the Commission and all of the community have much work to do. They have a lot of projects that they are planning and a lot of things that they have started and need to get back and resume those. Mayor Vannoster stated it's her hope that as a community they can begin the healing process with better communication so that together they can grow Coffeyville and make it stronger. She thanked everyone in advance for their assistance in making that possible for Coffeyville and its citizens. She then asked her fellow Commissioners if they had anything to add on that topic, to do so now. Vice Mayor Doane said this just got way out of hand really quick and he thinks it goes back to communication. He supports the statement Mayor Vannoster just made and they don't think it was

intentional. He addressed Mrs. Cantrell and said the initial email that they received from the Fire Marshal had a much different tone. As he told prior Chief James Grimmett, he completely understand why they changed their tone. Vice Mayor Doane said that he understands it wasn't intentional, he didn't think it was ever intentional but that may have been where some of the communication came from between the first email and the second e-mail. Mrs. Cantrell stated that the email on April 4th clarified that and then Mr. Hall sat there and made untrue statements about the situation after it had been clarified. Vice Mayor Doane said that he doesn't think it was intentional and they need to move forward. Communication needs to be better and relationships need to be mended. They've got to be able to move forward. Mrs. Cantrell spoke from the audience and said they need to look at the berating he did to the Fire Department intentionally. There was then several comments from the public at once. Mayor Vannoster tapped her gavel to bring order back. Vice Mayor Doane said that he appreciated everyone being there, we got to move forward. The system of checks and balances it's not to micromanage, Stephanie is not a micromanager and he hopes Tony perceives it as a method of support if he's ever got any questions, it's there. He hopes we can move forward. Commissioner York said that he supports the Mayors statement. Antonia Lawson spoke from the audience and asked how they plan on moving forward and resolving and changing things where they're supposed to be able to just start fresh after all of this. Loren Osborn spoke from the audience and said the fact is they can crumple a piece of foil up and smooth it back out again but they can't take the wrinkles out without a new piece of foil. Unfortunately the old piece still sitting there enjoying the freedom from the lies that he put forward that they have evidence of. That's wrong, that's a public statement made in the commission of an office of trust in front of the people. made not only to the press, but also on open camera and they're refusing to deal with it is an ostrich with their head in the sand. You can't move forward with an ostrich with its head in the sand. Vice Mayor Doane said he is going to request that some meetings take place, they've got to start at some point. He wants the Fire Department and the City to sit down and to start communicating. Commissioner York asked in regards to the email on the golf course if Mr. Hall got a copy of that. Mr. Hall said yes he got that late and read it. He said he will be in touch with Scott and they've been short-handed but it is also due to the drought and the City cutting back on watering. They will address the cart situation in the next few meetings. They've had discussion with a car company for a lease purchase and would 31 or 32 carts, we have carts that are dating back to 2006 and usually it's a rotation of every five years and they're starting to get more problems so they've already started that discussion. Mr. Hall believes Scott is close to getting full staff for the summer.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Coffeyville Police Department Crime Stats – April 2023
2. Sales Tax Report – April 2023
3. Hillcrest Golf Course Report – April 2023

M. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: YORK SECOND: MAPLES
ROLL CALL: ALL AYE

Time the meeting was adjourned: 7:30 pm

Date the minutes were approved:

____

____

Melissa Carter, City Clerk

City of Coffeyville
Department Codings

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

PACKET: 04467 AO 23-10 5.23.23 PAYABLE
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00432 4 POINT SERVICES LLC						
I-709110-709118		WEED LOT MOWING THRU 5/4	1,840.00			
5/04/2023	AP	DUE: 5/04/2023 DISC: 5/04/2023		1099: Y		
		WEED LOT MOWING THRU 5/4		700 5-000-424	CONTRACTUAL AGREEMENTS	1,840.00
I-709119		912 W 9TH MOWING	20.00			
5/04/2023	AP	DUE: 5/04/2023 DISC: 5/04/2023		1099: Y		
		912 W 9TH MOWING		180 5-205-478	PROFESSIONAL SERVICES	20.00
		=== VENDOR TOTALS ===	1,860.00			
01-50189 AIR COMPRESSOR SERVICES						
I-INV087444		KAESER DISCHARGE VALVE	1,006.11			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		KAESER DISCHARGE VALVE		800 5-030-620	EQUIPMENT MAINTENANCE	1,006.11
I-INV87456		MUFFLER X 4	1,088.96			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		MUFFLER X 4		800 5-030-620	EQUIPMENT MAINTENANCE	1,088.96
		=== VENDOR TOTALS ===	2,095.07			
01-02910 AIRGAS USA, LLC						
I-9996953191		CYLINDER RENTAL	42.40			
4/30/2023	AP	DUE: 5/30/2023 DISC: 5/30/2023		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	42.40
		=== VENDOR TOTALS ===	42.40			
01-00082 ALLISON PRYOR						
I-202305171077		MILEAGE-SHAWNEE-KERIT MTG	208.29			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		MILEAGE-SHAWNEE-KERIT MTG		010 5-019-490	TRAVEL EXPENSE REIMBURSE	208.29
		=== VENDOR TOTALS ===	208.29			
01-00117 AMAZON CAPITAL SERVICES, INC.						
I-13PV-XTRF-7DTY		FLASHLIGHT CHARGING CORD	12.99			
5/12/2023	AP	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		FLASHLIGHT CHARGING CORD		800 5-040-520	DEPARTMENT SUPPLIES	12.99
I-19FJK-GNFR-9FPR		TONER CARTRIDGE	51.95			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		TONER CARTRIDGE		450 5-000-550	OFFICE SUPPLIES	51.95

PACKET: 04467 AO 23-10 5.23.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

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01-00117 AMAZON CAPITAL SERVICES, INC. (** CONTINUED **)					
I-19H7-NYTX-19V4	LABEL PRINTER X 2	159.98			
5/15/2023 AP	DUE: 5/15/2023 DISC: 5/15/2023		1099: N		
	LABEL PRINTER X 2		010 5-023-550	OFFICE SUPPLIES	159.98
I-1K6R-KQW9-1HYG	SAFETY KIT, CARD HOLDER	31.42			
5/10/2023 AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
	BLOOD/FLUID SPILL CLEAN UP KIT		450 5-000-570	SAFETY EQUIPMENT	22.53
	BUSINESS CARD HOLDER		010 5-015-550	OFFICE SUPPLIES	8.89
I-1PFR-3KPM-9HTX	WIRELESS IMAGE DRUM	141.56			
5/09/2023 AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
	WIRELESS IMAGE DRUM		370 5-000-550	OFFICE SUPPLIES	141.56
I-1Q1K-GJXP-1HQM	CHIPS, BAGS, HOLDERS	169.57			
5/03/2023 AP	DUE: 5/03/2023 DISC: 5/03/2023		1099: N		
	CHIPS, BAGS-STAFF APPRECIATION		010 5-131-521	SPECIAL EVENTS	129.79
	BROCHURE HOLDER X 2		180 5-205-550	OFFICE SUPPLIES	39.78
I-1QKP-WF1H-13QL	DIAGNOSTIC SCANNER	2,798.00			
5/10/2023 AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
	DIAGNOSTIC SCANNER 1/5		010 5-163-850	OTHER EQUIPMENT	559.60
	DIAGNOSTIC SCANNER 1/5		900 5-027-850	OTHER EQUIPMENT	559.60
	DIAGNOSTIC SCANNER 1/5		800 5-020-850	OTHER EQUIPMENT	559.60
	DIAGNOSTIC SCANNER 1/5		900 5-026-850	OTHER EQUIPMENT	559.60
	DIAGNOSTIC SCANNER 1/5		760 5-000-850	OTHER EQUIPMENT	559.60
	=== VENDOR TOTALS ===	3,365.47			
01-50395 AMERICAN FIDELITY ASSURANCE CO					
I-202305111065	T. ADAMSON-APRIL #4095749	49.40			
4/21/2023 AP	DUE: 4/21/2023 DISC: 4/21/2023		1099: N		
	T. ADAMSON-APRIL #4095749		350 5-716-310	HEALTH INSURANCE	49.40
	=== VENDOR TOTALS ===	49.40			
01-00167 ANIMAL CLINIC OF SE KANSAS					
I-2323	EUTHANASIA X 2	50.00			
4/10/2023 AP	DUE: 4/10/2023 DISC: 4/10/2023		1099: Y		
	EUTHANASIA X 2		010 5-025-478	PROFESSIONAL SERVICES	50.00
I-2960	EUTHANASIA	25.00			
5/01/2023 AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: Y		
	EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00

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01-00167 ANIMAL CLINIC OF SE KANSAS (** CONTINUED **)						
I-2961		EUTHANASIA	25.00			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: Y		
		EUTHANASIA		010 5-025-478	PROFESSIONAL SERVICES	25.00
		=== VENDOR TOTALS ===	100.00			
01-53542 ANIXTER, INC.						
I-5668408-00		DOUBLE COIL WASHERS X 700	593.56			
4/27/2023	AP	DUE: 4/27/2023 DISC: 4/27/2023		1099: N		
		DOUBLE COIL WASHERS X 700		800 5-020-520	DEPARTMENT SUPPLIES	593.56
I-5668408-01		DOUBLE COIL WASHERS X 500	227.22			
5/03/2023	AP	DUE: 5/03/2023 DISC: 5/03/2023		1099: N		
		DOUBLE COIL WASHERS X 500		800 5-020-520	DEPARTMENT SUPPLIES	227.22
		=== VENDOR TOTALS ===	820.78			
01-50625 ARTHUR J. GALLAGHER RMS, INC.						
I-4678449		ELECTRIC UTILITY LIABILITY CV	30,830.00			
5/01/2023	AP	DUE: 5/31/2023 DISC: 5/31/2023		1099: N		
		ELECTRIC UTILITY LIABILITY CVG		800 5-040-452	INSURANCE	30,830.00
		=== VENDOR TOTALS ===	30,830.00			
01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-63B94923		TREE TRIMMING THRU 4/29/23	5,706.80			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: N		
		TREE TRIMMING THRU 4/29/23		800 5-020-424	CONTRACTUAL AGREEMENTS	5,706.80
I-63S03223		TREE TRIMMING THRU 5/6/23	5,369.50			
5/06/2023	AP	DUE: 5/06/2023 DISC: 5/06/2023		1099: N		
		TREE TRIMMING THRU 5/6/23		800 5-020-424	CONTRACTUAL AGREEMENTS	5,369.50
		=== VENDOR TOTALS ===	11,076.30			
01-59780 AT&T						
I-0523316A250686		5/23 MTER STN, PLEXAR LINE	320.34			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	214.89
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	105.45
		=== VENDOR TOTALS ===	320.34			

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01-50606 AXON ENTERPRISE, INC.						
I-INUS153859		TASERS, HLSTRS, STRG, CHRGRS	73,092.50			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: N		
		TASERS, HLSTRS, STRG, CHRGRS		420 5-525-865	SAFETY EQUIPMENT	73,092.50
		=== VENDOR TOTALS ===	73,092.50			
01-02050 BARTLETT COOP ASSOCIATION						
I-174720		PROPANE FOR FORKLIFT	25.68			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	25.68
		=== VENDOR TOTALS ===	25.68			
01-00336 BLAKE'S LUBE CENTER						
I-20232450		FULL SERVICE OIL CHANGE	64.61			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		FULL SERVICE OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	64.61
		=== VENDOR TOTALS ===	64.61			
01-56100 BORDER STATES ELECTRIC SUPPLY,						
I-926241881		CONCH WIRE X 5400 FT	9,072.18			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		CONCH WIRE X 5400 FT		800 5-020-815	CONDUCTORS	9,072.18
		=== VENDOR TOTALS ===	9,072.18			
01-51303 BRAINERD CHEMICAL COMPANY, INC						
I-CD99011086		MURIATIC ACID, SODIUM HYDROXI	9,262.80			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		MURIATIC ACID, SODIUM HYDROXID		800 5-030-525	CHEMICALS/FERTILIZERS/SE	9,262.80
		=== VENDOR TOTALS ===	9,262.80			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW458998		CHLORINE	3,753.60			
4/19/2023	AP	DUE: 5/19/2023 DISC: 5/19/2023		1099: N		
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,753.60
I-BSW464812		CHLORINE	3,680.00			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,680.00
		=== VENDOR TOTALS ===	7,433.60			

PACKET: 04467 AO 23-10 5.23.23 PAYABLE
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01-01250 BROWN SHOE FIT COMPANY OF COFF						
I-756863		WORK SHOES-K. MIDGETT	160.00			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		WORK SHOES-K. MIDGETT		010 5-041-515	CLOTHING	160.00
		=== VENDOR TOTALS ===	160.00			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
C-1736980/1		RETURN MOWER BLADE	19.03CR			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		RETURN MOWER BLADE		010 5-163-620	EQUIPMENT MAINTENANCE	19.03CR
C-736025/1		CALIPER CORE CREDIT	75.00CR			
5/04/2023	AP	DUE: 5/04/2023 DISC: 5/04/2023		1099: N		
		CALIPER CORE CREDIT		010 5-163-680	VEHICLE-PARTS	75.00CR
C-736192/1		RETURN BLADE	19.03CR			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: N		
		RETURN BLADE		010 5-163-620	EQUIPMENT MAINTENANCE	19.03CR
C-736516/1		RETURN REGULATOR X 2	93.30CR			
5/08/2023	AP	DUE: 5/08/2023 DISC: 5/08/2023		1099: N		
		RETURN REGULATOR X 2		370 5-000-620	EQUIPMENT MAINTENANCE	93.30CR
C-736833/1		RETURN CALIPERS, BRAKE HOSE	250.77CR			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		RETURN CALIPERS, BRAKE HOSE		010 5-163-680	VEHICLE-PARTS	250.77CR
C-737664/1		BATTERY CORE CREDIT	33.75CR			
5/11/2023	AP	DUE: 5/11/2023 DISC: 5/11/2023		1099: N		
		BATTERY CORE CREDIT		010 5-163-590	VEHICLE-EQUIP SUPPLIES	33.75CR
C-737842/1		BATTERY CORE RETURN	22.50CR			
5/12/2023	AP	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		BATTERY CORE RETURN		010 5-163-590	VEHICLE-EQUIP SUPPLIES	22.50CR
I-734901/1		FUEL FILTER X 2	73.18			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		FUEL FILTER		900 5-026-680	VEHICLE-PARTS	36.59
		FUEL FILTER		900 5-027-680	VEHICLE-PARTS	36.59
I-735070/1		OIL FILTER	12.22			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		OIL FILTER		370 5-000-620	EQUIPMENT MAINTENANCE	12.22
I-735231/1		BALL JOINTS, CALIPERS, BRAKES	782.22			
5/01/2023	AP	DUE: 5/31/2023 DISC: 5/31/2023		1099: N		
		BALL JOINTS, CALIPERS, BRAKES		010 5-163-680	VEHICLE-PARTS	782.22

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-735488/1		DIESEL EXHAUST FLUID X 2	34.36			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		DIESEL EXHAUST FLUID X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	34.36
I-736030/1		LATEX GLOVES, BLOW GUN	33.60			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		LATEX GLOVES, BLOW GUN		010 5-163-520	DEPARTMENT SUPPLIES	33.60
I-736067/1		WHEEL BEARING/HUB ASSEMBLY	284.38			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		WHEEL BEARING/HUB ASSEMBLY		010 5-163-680	VEHICLE-PARTS	284.38
I-736158/1		BLADE X 6	114.18			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	57.09
		BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	57.09
I-736181/1		20W50 OIL X 2, FILTER	17.38			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		20W50 OIL X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	14.96
		FILTER		800 5-020-680	VEHICLE-PARTS	2.42
I-736279/1		HYDRAULIC HOSE, FITTINGS	261.93			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		HYDRAULIC HOSE, FITTINGS		010 5-041-680	VEHICLE-PARTS	261.93
I-736283/1		MOWER BLADE X 7	133.21			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		MOWER BLADE X 7		010 5-163-620	EQUIPMENT MAINTENANCE	133.21
I-736297/1		OIL FILTER	9.31			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		OIL FILTER		800 5-020-620	EQUIPMENT MAINTENANCE	9.31
I-736432/1		OIL FILTER	11.25			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		OIL FILTER		010 5-163-680	VEHICLE-PARTS	11.25
I-736478/1		REGULATOR X 2	93.30			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		REGULATOR X 2		370 5-000-620	EQUIPMENT MAINTENANCE	93.30
I-736509/1		SOLENOID X 2	138.36			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		SOLENOID X 2		370 5-000-620	EQUIPMENT MAINTENANCE	138.36

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-736555/1		CALIPER X 2, BRAKE HOSE	271.90			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		CALIPER X 2, BRAKE HOSE		010 5-163-680	VEHICLE-PARTS	271.90
I-736749/1		BRAKE HOSE	21.13			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		BRAKE HOSE		010 5-163-680	VEHICLE-PARTS	21.13
I-736882/1		SOLENOID VALVE	193.22			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		SOLENOID VALVE		010 5-163-620	EQUIPMENT MAINTENANCE	193.22
I-737090/1		REGULATOR, ANTIFREEZE	59.32			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		REGULATOR		370 5-000-620	EQUIPMENT MAINTENANCE	46.65
		ANTIFREEZE		370 5-000-545	MOTOR FUELS/LUBRICANTS	12.67
I-737092/1		BLADE FUSE	1.24			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		BLADE FUSE		370 5-000-620	EQUIPMENT MAINTENANCE	1.24
I-737228/1		BATTERY	176.70			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	176.70
I-737542/1		HYDRAULIC HOSE, FITTINGS	74.16			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		HYDRAULIC HOSE, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	74.16
I-737666/1		BATTERY	149.55			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	149.55
I-737669/1		RELAY JUMPER KIT	86.24			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		RELAY JUMPER KIT		010 5-163-520	DEPARTMENT SUPPLIES	86.24
I-737812/1		OIL FILTER	10.34			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		OIL FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	10.34
I-738154/1		HYDRAULIC HOSE, FITTINGS	39.88			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		HYDRAULIC HOSE, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	39.88
I-738399/1		SPARK PLUG X 4	7.24			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		SPARK PLUG X 4		010 5-163-620	EQUIPMENT MAINTENANCE	7.24
		=== VENDOR TOTALS ===	2,576.42			

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01-01040 CITY OF COFFEYVILLE						
I-202305121066		PUMP HOUSES, NEW GEN, TOWER	20,265.38			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	19,559.39
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	428.03
		SOUTHERN HILLS TOWER		720 5-000-494	UTILITIES	92.53
		NEW GENERATION		800 5-030-494	UTILITIES	185.43
I-202305161076		ELECTRIC UTILITIES	7,220.84			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	787.69
		BASEMENT		800 5-030-494	UTILITIES	5,070.44
		TOWER #3		800 5-030-494	UTILITIES	159.63
		TOWER #4		800 5-030-494	UTILITIES	1,203.08
		=== VENDOR TOTALS ===	27,486.22			
01-01146 CITY OF DEARING						
I-202305121067		4/23 FRANCHISE FEE	144.54			
4/30/2023	AP	DUE: 5/30/2023 DISC: 5/30/2023		1099: N		
		4/23 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	144.54
		=== VENDOR TOTALS ===	144.54			
01-00680 CITY TREASURER						
I-202305121068		DENTAL CLAIMS PAID THRU 4/6	2,037.60			
4/06/2023	AP	DRAFT 4/07/2023		1099: N		
		DENTAL CLAIMS PAID THRU 4/6		350 5-716-310	HEALTH INSURANCE	2,037.60
I-202305121069		DENTAL CLAIMS PAID THRU 4/13	2,997.30			
4/13/2023	AP	DRAFT 4/14/2023		1099: N		
		DENTAL CLAIMS PAID THRU 4/13		350 5-716-310	HEALTH INSURANCE	2,997.30
I-202305121070		DENTAL CLAIMS PAID THRU 4/20	527.00			
4/20/2023	AP	DRAFT 4/21/2023		1099: N		
		DENTAL CLAIMS PAID THRU 4/20		350 5-716-310	HEALTH INSURANCE	527.00
I-202305121071		DENTAL CLAIMS PAID THRU 4/27	4,098.56			
4/27/2023	AP	DRAFT 4/28/2023		1099: N		
		DENTAL CLAIMS PAID THRU 4/27		350 5-716-310	HEALTH INSURANCE	4,098.56
I-202305121072		HEALTH CLAIMS PAID THRU 3/27	36,321.19			
3/28/2023	AP	DRAFT 4/04/2023		1099: N		
		HEALTH CLAIMS PAID THRU 3/27		350 5-716-310	HEALTH INSURANCE	36,321.19

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   --------ID--------                                  GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------      DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-00680   CITY TREASURER              ( ** CONTINUED ** )
_____________________________________________________________________________________________________________________________________
   I-202305121073       HEALTH CLAIMS PAID THRU 4/10      59,848.93
    4/11/2023    AP     DRAFT                 4/18/2023               1099: N
                        HEALTH CLAIMS PAID THRU 4/10                  350 5-716-310      HEALTH INSURANCE            59,848.93
_____________________________________________________________________________________________________________________________________
   I-202305121074       HEALTH CLAIMS PAID THRU 4/17       8,011.41
    4/18/2023    AP     DRAFT                 4/25/2023               1099: N
                        HEALTH CLAIMS PAID THRU 4/17                  350 5-716-310      HEALTH INSURANCE             8,011.41

                        === VENDOR TOTALS ===            113,841.99
=====================================================================================================================================
01-00920   COFFEYVILLE INSURANCE ASSOCIAT
_____________________________________________________________________________________________________________________________________
   I-014586-03          POWER PLANT QRTRLY INSURANCE     126,504.00
    5/12/2023    AP     DUE:  6/11/2023 DISC:  6/11/2023              1099: N
                        POWER PLANT QRTRLY INSURANCE                  800 5-040-452      INSURANCE                  126,504.00

                        === VENDOR TOTALS ===            126,504.00
=====================================================================================================================================
01-01003   COFFEYVILLE RESOURCES NITROGEN
_____________________________________________________________________________________________________________________________________
   I-381400             UREA SOLUTION - NEW GEN            4,421.90
    5/10/2023    AP     DUE:  5/10/2023 DISC:  5/10/2023              1099: N
                        UREA SOLUTION - NEW GEN                       800 5-030-525      CHEMICALS/FERTILIZERS/SE     4,421.90
_____________________________________________________________________________________________________________________________________
   I-381408             UREA SOLUTION - NEW GEN            4,442.90
    5/10/2023    AP     DUE:  5/10/2023 DISC:  5/10/2023              1099: N
                        UREA SOLUTION - NEW GEN                       800 5-030-525      CHEMICALS/FERTILIZERS/SE     4,442.90

                        === VENDOR TOTALS ===              8,864.80
=====================================================================================================================================
01-52127   COGENT COMMUNICATIONS, INC.
_____________________________________________________________________________________________________________________________________
   I-202305121075       5/23 INTERNET SERVICE              2,914.00
    5/01/2023    AP     DUE:  5/01/2023 DISC:  5/01/2023              1099: N
                        5/23 INTERNET SERVICE                         720 5-000-448      EQUIPMENT-RENTAL/SERVICE     2,914.00

                        === VENDOR TOTALS ===              2,914.00
=====================================================================================================================================
01-52347   CORE & MAIN LP
_____________________________________________________________________________________________________________________________________
   I-S781133            TAPPING SLEEVE                     1,175.62
    5/04/2023    AP     DUE:  5/04/2023 DISC:  5/04/2023              1099: N
                        TAPPING SLEEVE                                900 5-026-555      PLUMBING SUPPLIES            1,175.62
_____________________________________________________________________________________________________________________________________
   I-S781189            6" VALVE                           1,470.50
    5/05/2023    AP     DUE:  5/05/2023 DISC:  5/05/2023              1099: N
                        6" VALVE                                      900 5-026-555      PLUMBING SUPPLIES            1,470.50
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01-52347 CORE & MAIN LP		(** CONTINUED **)				
I-S781607		6" FLANGE KIT	40.81			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: N		
		6" FLANGE KIT		900 5-026-555	PLUMBING SUPPLIES	40.81
I-S791639		REPAIR CLAMP X 4	1,044.00			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: N		
		REPAIR CLAMP X 4		900 5-026-555	PLUMBING SUPPLIES	1,044.00
		=== VENDOR TOTALS ===	3,730.93			
01-52514 CROSS DISCIPLINE ENGINEERING L						
I-1209		PAY #9 NIP SUBSTATION UPGRADE	3,045.50			
5/08/2023	AP	DUE: 5/08/2023 DISC: 5/08/2023		1099: N		
		PAY #9 NIP SUBSTATION UPGRADE		810 5-020-478	PROFESSIONAL SERVICES	3,045.50
		=== VENDOR TOTALS ===	3,045.50			
01-01212 CUT IT OUT TREE TRIMMING & LAW						
I-616325		5/5/23 ELM STREET MOWING X 10	200.00			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: Y		
		5/5/23 ELM STREET MOWING X 10		180 5-205-478	PROFESSIONAL SERVICES	200.00
		=== VENDOR TOTALS ===	200.00			
01-52884 DELTA DENTAL OF KANSAS, INC.						
I-1003729202304		4/23 DENTAL PREMIUMS	679.80			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		4/23 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	679.80
		=== VENDOR TOTALS ===	679.80			
01-52887 DELTA FIRE & SAFETY TX						
I-INVTX22-2240		PHENIX, BEN LOW RIDER HELMETS	1,320.31			
3/21/2023	AP	DUE: 3/21/2023 DISC: 3/21/2023		1099: N		
		LT PHENIX HELMET-MECOM		010 5-041-515	CLOTHING	526.93
		LT PHENIX HELMET-MECOM		010 5-041-865	SAFETY EQUIPMENT	396.69
		BEN LOW RIDER HELMET-BARNARD		010 5-041-865	SAFETY EQUIPMENT	396.69
I-INVTX22-2406		SCBA BRACKET	85.48			
3/23/2023	AP	DUE: 3/23/2023 DISC: 3/23/2023		1099: N		
		SCBA BRACKET		010 5-041-850	OTHER EQUIPMENT	85.48

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01-52887 DELTA FIRE & SAFETY TX		(** CONTINUED **)				
I-INVTX22-3056		GLASS EXTRICATION TOOL	231.71			
4/25/2023	AP	DUE: 4/25/2023 DISC: 4/25/2023		1099: N		
		GLASS EXTRICATION TOOL		010 5-041-850	OTHER EQUIPMENT	231.71
I-INVTX22-3090		BUNKER GEAR X 8 SETS	29,443.68			
5/02/2023	AP	DUE: 5/02/2023 DISC: 5/02/2023		1099: N		
		BUNKER GEAR X 8 SETS		500 5-041-865	SAFETY EQUIPMENT	29,443.68
		=== VENDOR TOTALS ===	31,081.18			
01-52924 DESIGNS UNLIMITED						
I-8727		OXFORD SHIRT X 2	79.56			
5/15/2023	AP	DUE: 5/15/2023 DISC: 5/15/2023		1099: N		
		OXFORD SHIRT X 2		010 5-163-515	CLOTHING	79.56
I-8744		T-SHIRTS, HOODIES FOR STAFF	237.30			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		T-SHIRTS, HOODIES FOR STAFF		900 5-027-515	CLOTHING	237.30
I-8771		MAGNET X 8-ROSTER BOARD, LCKR	91.66			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		MAGNET X 8-ROSTER BOARD, LCKRS		010 5-041-520	DEPARTMENT SUPPLIES	91.66
I-8783		EMBROIDER CITY LOGO X 3 SHIRT	37.50			
5/15/2023	AP	DUE: 5/15/2023 DISC: 5/15/2023		1099: N		
		EMBROIDER CITY LOGO X 3 SHIRTS		900 5-037-515	CLOTHING	37.50
		=== VENDOR TOTALS ===	446.02			
01-01175 DIGITAL CONNECTIONS, INC.						
I-60516		DISPATCH MAINT AGRMNT, COPIES	68.11			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	68.11
I-60566		ED, PP MAINT AGREEMENT, COPIE	107.87			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	44.36
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	63.51
I-60608		PD MAINT AGREEMENT, COPIES	43.78			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		PD MAINT AGREEMENT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	43.78
		=== VENDOR TOTALS ===	219.76			

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01-01267 DUSTY'S UNLOCK SERVICE						
I-148		REKEY LOCK CYLINDERS	136.00			
5/06/2023	AP	DUE: 5/06/2023 DISC: 5/06/2023		1099: Y		
		REKEY LOCK CYLINDERS		010 5-091-610	BUILDING MAINTENANCE	136.00
		=== VENDOR TOTALS ===	136.00			
01-53253 EMERGENCY FIRE EQUIPMENT						
I-44580		EARPADS, CHARGERS, ANTENNAS	315.00			
5/16/2023	AP	DUE: 5/16/2023 DISC: 5/16/2023		1099: N		
		EARPADS, CHARGERS, ANTENNAS		010 5-041-670	RADIO MAINTENANCE	315.00
		=== VENDOR TOTALS ===	315.00			
01-53435 FASTENAL COMPANY						
I-KSCOF111746		HEX CAP SCREWS X 20	19.30			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		HEX CAP SCREWS X 20		800 5-020-520	DEPARTMENT SUPPLIES	19.30
I-KSCOF111819		CABLE TIES	52.40			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		CABLE TIES		010 5-163-520	DEPARTMENT SUPPLIES	52.40
I-KSCOF111841		SPRING PIN X 6	3.72			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		SPRING PIN X 3		370 5-000-620	EQUIPMENT MAINTENANCE	1.86
		SPRING PIN X 3		370 5-000-620	EQUIPMENT MAINTENANCE	1.86
I-KSCOF111888		SQUINCHER X 50	35.04			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		SQUINCHER X 50		800 5-020-520	DEPARTMENT SUPPLIES	35.04
		=== VENDOR TOTALS ===	110.46			
01-01329 FIREX, INC						
I-12463991		WTP INSPECTION X 8	48.00			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		WTP INSPECTION X 8		900 5-036-570	SAFETY EQUIPMENT	48.00
I-12463992		AQUATIC CENTER INSPECTION	40.00			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		AQUATIC CENTER INSPECTION		450 5-000-570	SAFETY EQUIPMENT	40.00
I-12463993		PS BARN INSPECTION, RECHARGE	367.40			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		PS BARN INSPECTION, RECHARGE		010 5-163-570	SAFETY EQUIPMENT	367.40

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01-01329 FIREX, INC		(** CONTINUED **)				
I-12463994		WD INSPECTION X 15, RECHARGE	464.95			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		WD INSPECTION X 15, RECHARGE		900 5-026-570	SAFETY EQUIPMENT	464.95
I-12464009		CEMETERY INSPECTION, RECHARGE	251.55			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		CEMETERY INSPECTION, RECHARGE		010 5-163-570	SAFETY EQUIPMENT	251.55
I-12464012		RS BUILDING INSPECTION	40.00			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		RS BUILDING INSPECTION		010 5-163-570	SAFETY EQUIPMENT	40.00
I-12464013		YAC INSPECTION	40.00			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		YAC INSPECTION		140 5-134-570	SAFETY EQUIPMENT	40.00
I-12464014		AIRPORT INSPCTN, 20# EXTNGSHR	333.75			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		AIRPORT INSPCTN, 20# EXTNGSHR		360 5-000-570	SAFETY EQUIPMENT	333.75
I-12464020		CITY HALL INSPECTION X 24	144.00			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		CITY HALL INSPECTION X 24		010 5-091-570	SAFETY EQUIPMENT	144.00
		=== VENDOR TOTALS ===	1,729.65			
01-50174 FLEET FUELS						
I-120981		DIESEL X 284.30 GALLONS	906.92			
4/06/2023	AP	DUE: 4/06/2023 DISC: 4/06/2023		1099: N		
		DIESEL X 284.30 GALLONS		900 5-037-545	MOTOR FUELS/LUBRICANTS	906.92
I-86026		APRIL 2023 FUEL	4,462.99			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-023-545	MOTOR FUELS/LUBRICANTS	4,462.99
I-86062		APRIL 2023 FUEL	414.03			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		900 5-037-545	MOTOR FUELS/LUBRICANTS	414.03
I-86064		APRIL 2023 FUEL	404.09			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		760 5-000-545	MOTOR FUELS/LUBRICANTS	404.09
I-86066		APRIL 2023 FUEL	257.52			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		900 5-036-545	MOTOR FUELS/LUBRICANTS	257.52

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01-50174 FLEET FUELS		(** CONTINUED **)				
I-86067		APRIL 2023 FUEL	4,866.40			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	4,866.40
I-86068		APRIL 2023 FUEL	434.53			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		800 5-030-545	MOTOR FUELS/LUBRICANTS	434.53
I-86069		APRIL 2023 FUEL	307.78			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-017-545	MOTOR FUELS/LUBRICANTS	307.78
I-86071		APRIL 2023 FUEL	864.80			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-041-545	MOTOR FUELS/LUBRICANTS	864.80
I-86073		APRIL 2023 FUEL	1,202.65			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		900 5-026-545	MOTOR FUELS/LUBRICANTS	1,202.65
I-86074		APRIL 2023 FUEL	3,351.72			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	3,351.72
I-86129		APRIL 2023 FUEL	125.26			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		800 5-040-545	MOTOR FUELS/LUBRICANTS	125.26
I-86169		APRIL 2023 FUEL	60.80			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		720 5-000-545	MOTOR FUELS/LUBRICANTS	60.80
I-86198		APRIL 2023 FUEL	278.24			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		360 5-000-545	MOTOR FUELS/LUBRICANTS	278.24
I-86199		APRIL 2023 FUEL	1,125.88			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		900 5-027-545	MOTOR FUELS/LUBRICANTS	1,125.88
I-86362		APRIL 2023 FUEL	204.04			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-025-545	MOTOR FUELS/LUBRICANTS	204.04
I-86661		APRIL 2023 FUEL	18.67			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-071-545	MOTOR FUELS/LUBRICANTS	18.67

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01-50174 FLEET FUELS		(** CONTINUED **)				
I-86662		APRIL 2023 FUEL	63.40			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-045-545	MOTOR FUELS/LUBRICANTS	63.40
I-86703		APRIL 2023 FUEL	63.81			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		APRIL 2023 FUEL		010 5-018-545	MOTOR FUELS/LUBRICANTS	63.81
		=== VENDOR TOTALS ===	19,413.53			
01-01410 FOUR STATE MAINTENANCE SUPPLY,						
I-655561		URINAL SCREENS	57.40			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		URINAL SCREENS		010 5-091-520	DEPARTMENT SUPPLIES	57.40
I-655773		TISSUE, TOWELS, WIPES	175.45			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		TISSUE, TOWELS, WIPES		800 5-030-520	DEPARTMENT SUPPLIES	175.45
I-655880		AIR FRESHENER	37.80			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		AIR FRESHENER		010 5-163-520	DEPARTMENT SUPPLIES	37.80
I-655903		POP UP WIPES	43.56			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		POP UP WIPES		010 5-163-520	DEPARTMENT SUPPLIES	43.56
I-655955		TRUCK WASH BRUSH X 2	38.28			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		TRUCK WASH BRUSH X 2		010 5-041-520	DEPARTMENT SUPPLIES	38.28
I-655977		TOWELS, NITRILE GLOVES	98.86			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		TOWELS, NITRILE GLOVES		900 5-037-520	DEPARTMENT SUPPLIES	98.86
I-656201		TOWELS	33.89			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	33.89
I-656212		SQUEEGEE X 5, HANDLE	114.03			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		SQUEEGEE X 5, HANDLE		010 5-041-520	DEPARTMENT SUPPLIES	114.03
		=== VENDOR TOTALS ===	599.27			

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01-53743 G & G DOZER LLC						
I-16044		40 YD ROLL OFF-202 E JACKSON	450.00			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: Y		
		40 YD ROLL OFF-202 E JACKSON		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00
		=== VENDOR TOTALS ===	450.00			
01-53800 GALLS, LLC						
I-024452125		DUTY BELT, TRANSPORT HOOD	156.24			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		DUTY BELT		010 5-023-515	CLOTHING	98.36
		TRANSPORT HOOD X 5		010 5-023-520	DEPARTMENT SUPPLIES	57.88
		=== VENDOR TOTALS ===	156.24			
01-54017 GRAND RIVER DAM AUTHORITY						
I-65,446		4/23 POWER PURCHASE	3,869,090.35			
5/02/2023	AP	DRAFT 5/23/2023		1099: N		
		4/23 POWER PURCHASE-MESSER		800 5-070-538	ENERGY-PURCHASE FIRM	3,117,079.92
		4/23 PCA COST RECOVERY-MESSER		800 5-070-538	ENERGY-PURCHASE FIRM	32,195.53
		4/23 PCA COST RECOVERY INTRST		800 5-070-538	ENERGY-PURCHASE FIRM	8,370.84
		4/23 PCA COST RECOVERY-CRNF		800 5-070-538	ENERGY-PURCHASE FIRM	38,676.09
		4/23 PCA COST RECOVERY INTRST		800 5-070-538	ENERGY-PURCHASE FIRM	10,055.78
		4/23 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	634,244.93
		4/23 COST RECOVERY-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	22,706.16
		4/23 COST RECOVERY INTRST		800 5-030-538	ENERGY-PURCHASE FIRM	5,903.60
		4/23 MARGINAL GROWTH		840 4-180-213	GRDA MARGINAL GROWTH CRE	157.50CR
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	3,869,090.35			
01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
I-9331885518		TRAY CABLE X 500 FT	457.33			
4/27/2023	AP	DUE: 4/27/2023 DISC: 4/27/2023		1099: N		
		TRAY CABLE X 500 FT		800 5-020-815	CONDUCTORS	457.33
I-9332052005		UG CAUTION TAPE X 12 ROLLS	417.46			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		UG CAUTION TAPE X 12 ROLLS		800 5-020-520	DEPARTMENT SUPPLIES	417.46
		=== VENDOR TOTALS ===	874.79			

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01-54103 GREEN COUNTRY EMERGENCY PHYS G						
I-5013850		INMATE ER SERVICES 23-3229	90.35			
3/15/2023	AP	DUE: 3/15/2023 DISC: 3/15/2023		1099: Y		
		INMATE ER SERVICES 23-3229		010 5-023-478	PROFESSIONAL SERVICES	90.35
		=== VENDOR TOTALS ===	90.35			
01-01680 HALL, LEVY, DEVORE, BELL,						
I-202305171078		4/23 CITY PROSECUTOR	1,867.50			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: Y		
		4/23 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	1,867.50
		=== VENDOR TOTALS ===	1,867.50			
01-54387 HAMPEL OIL DISTRIBUTORS, INC.						
I-91670184		AVIATION FUEL X 7969 GALLONS	35,041.29			
5/11/2023	AP	DUE: 5/11/2023 DISC: 5/11/2023		1099: N		
		AVIATION FUEL X 7969 GALLONS		360 5-000-546	AVGAS	33,495.30
		AVIATION FUEL X 7969 GAL-FET		360 5-000-486	TAXES,LICENSES,PERMITS	1,545.99
		=== VENDOR TOTALS ===	35,041.29			
01-54323 HAWKINS, INC.						
I-6463019		POTASSIUM, POLYMER	8,687.70			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: N		
		POTASSIUM, POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	8,687.70
I-6468326		AMMONIUM SULFATE, POLYMER	10,034.07			
5/11/2023	AP	DUE: 5/11/2023 DISC: 5/11/2023		1099: N		
		AMMONIUM SULFATE, POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	10,034.07
		=== VENDOR TOTALS ===	18,721.77			
01-54383 HERITAGE CRYSTAL CLEAN LLC						
I-17992127		PARTS CLEANER X 30 GALLONS	331.00			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		PARTS CLEANER X 30 GALLONS		800 5-030-520	DEPARTMENT SUPPLIES	331.00
		=== VENDOR TOTALS ===	331.00			

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01-01750 HEYMANN IRON & METAL						
I-17105		3" PIPE	19.25			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		3" PIPE		010 5-163-520	DEPARTMENT SUPPLIES	19.25
		=== VENDOR TOTALS ===	19.25			
01-52015 HI-POTENTIAL POWER SERVICES LL						
I-451		PREV MAINT THRU 4/20/23	3,089.10			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		PREV MAINT THRU 4/20/23		800 5-020-424	CONTRACTUAL AGREEMENTS	3,089.10
I-452		PREV MAINT THRU 4/18/23	240.00			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		PREV MAINT THRU 4/18/23		800 5-020-424	CONTRACTUAL AGREEMENTS	240.00
I-453		SIP RELAY UPGRADE	2,895.95			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		SIP RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	2,895.95
I-454		NIP SWITCH OPERATORS	3,654.84			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		NIP SWITCH OPERATORS		800 5-020-424	CONTRACTUAL AGREEMENTS	3,654.84
I-455		PREV MAINT THRU 5/4/23	1,771.76			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		PREV MAINT THRU 5/4/23		800 5-020-424	CONTRACTUAL AGREEMENTS	1,771.76
I-456		PREV MAINT THRU 5/12/23	7,149.91			
5/13/2023	AP	DUE: 5/13/2023 DISC: 5/13/2023		1099: N		
		PREV MAINT THRU 5/12/23		800 5-020-424	CONTRACTUAL AGREEMENTS	7,149.91
		=== VENDOR TOTALS ===	18,801.56			
01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1633		15 CASES OF BEER FROM LDF SAL	430.38			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		15 CASES OF BEER FROM LDF SALE		370 5-000-506	BEER-GOLF COURSE	430.38
I-1634		3 CASES OF BEER FROM LDF SALE	81.97			
5/17/2023	AP	DUE: 6/16/2023 DISC: 6/16/2023		1099: N		
		3 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	81.97
		=== VENDOR TOTALS ===	512.35			

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01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
I-298245		TONER CARTRIDGE X 3	350.97			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		TONER CARTRIDGE X 3		010 5-023-550	OFFICE SUPPLIES	350.97
		=== VENDOR TOTALS ===	350.97			
01-01867 HUNTER GLENN						
I-202305171079		5/3/23 WEED LOT MOWING	1,280.00			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: Y		
		5/3/23 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	1,280.00
I-202305181091		5/17/23 WEED LOT MOWING	820.00			
5/17/2023	AP	DUE: 5/17/2023 DISC: 5/17/2023		1099: Y		
		5/17/23 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	820.00
		=== VENDOR TOTALS ===	2,100.00			
01-54685 IBT, INC.						
I-8206612		SHAFT BEARING X 2	155.66			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		SHAFT BEARING X 2		010 5-163-620	EQUIPMENT MAINTENANCE	155.66
		=== VENDOR TOTALS ===	155.66			
01-55116 ISP SUPPLIES						
I-INV-98218		ANTENNA CABLE X 4 FOR VMS	110.69			
4/17/2023	AP	DUE: 4/17/2023 DISC: 4/17/2023		1099: N		
		ANTENNA CABLE X 4 FOR VMS		720 5-000-850	OTHER EQUIPMENT	110.69
		=== VENDOR TOTALS ===	110.69			
01-55177 JACKSON LEWIS P.C.						
I-8253972		4/23 LEGAL SERVICES	396.00			
5/08/2023	AP	DUE: 5/08/2023 DISC: 5/08/2023		1099: Y		
		4/23 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	396.00
		=== VENDOR TOTALS ===	396.00			

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01-55245 JENSEN TRACTOR RANCH, INC.						
I-172033		HYDRAULIC PUMP	559.75			
4/24/2023	AP	DUE: 4/24/2023 DISC: 4/24/2023		1099: N		
		HYDRAULIC PUMP		370 5-000-620	EQUIPMENT MAINTENANCE	559.75
		=== VENDOR TOTALS ===	559.75			
01-01642 JON'S TIRE & WHEEL LLC						
I-16035		INSTALL TIRE X 2	48.00			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: Y		
		INSTALL TIRE X 2		010 5-023-575	TIRES & TUBES	48.00
I-16048		INSTALL/BALANCE TIRE X 2	48.00			
5/11/2023	AP	DUE: 5/11/2023 DISC: 5/11/2023		1099: Y		
		INSTALL/BALANCE TIRE X 2		010 5-023-575	TIRES & TUBES	48.00
		=== VENDOR TOTALS ===	96.00			
01-55272 JOPLIN SUPPLY COMPANY						
I-S4697220.003		LOADBREAK JUNCTION X 2	447.48			
5/03/2023	AP	DUE: 6/02/2023 DISC: 6/02/2023		1099: N		
		LOADBREAK JUNCTION X 2		800 5-020-850	OTHER EQUIPMENT	447.48
I-S4697220.004		LOADBREAK JUNCTION X 4	894.97			
5/03/2023	AP	DUE: 6/02/2023 DISC: 6/02/2023		1099: N		
		LOADBREAK JUNCTION X 4		800 5-020-850	OTHER EQUIPMENT	894.97
		=== VENDOR TOTALS ===	1,342.45			
01-55720 KANSAS JUDICIAL COUNCIL						
I-43741		2022 COURT MANUAL SUPPLEMENT	45.00			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		2022 COURT MANUAL SUPPLEMENT		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	45.00
I-43901		CRIMINAL 4TH 2022 SUPPLEMENT	95.00			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		CRIMINAL 4TH 2022 SUPPLEMENT		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	95.00
		=== VENDOR TOTALS ===	140.00			

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01-55749 KANSAS MUNICIPAL ENERGY AGENCY						
I-2023.DUES.COFF		2023 ANNUAL DUES	4,146.00			
5/02/2023	AP	DUE: 5/02/2023 DISC: 5/02/2023		1099: N		
		2023 ANNUAL DUES		800 5-040-444	DUES/SUBSCRIPTION/PUBLIC	4,146.00
		=== VENDOR TOTALS ===	4,146.00			
01-55790 KANSAS MUNICIPAL UTILITIES, IN						
I-200007120		DAY AT THE CAPITOL REGISTRTN	35.00			
1/20/2023	AP	DUE: 2/19/2023 DISC: 2/19/2023		1099: N		
		DAY AT THE CAPITOL REGISTRTN		800 5-040-428	CONFERENCES-SCHOOLS	35.00
		=== VENDOR TOTALS ===	35.00			
01-55810 KANSAS ONE-CALL SYSTEM, INC.						
I-3040199		4/23 LINE LOCATES	187.20			
4/30/2023	AP	DUE: 5/30/2023 DISC: 5/30/2023		1099: N		
		4/23 LINE LOCATES		800 5-020-478	PROFESSIONAL SERVICES	93.60
		4/23 LINE LOCATES		900 5-026-478	PROFESSIONAL SERVICES	46.80
		4/23 LINE LOCATES		900 5-027-478	PROFESSIONAL SERVICES	46.80
		=== VENDOR TOTALS ===	187.20			
01-55318 KC 24 HOUR TRUCK REPAIR						
I-1774		HYDRAULIC PUMP, FLUID, LABOR	2,564.01			
5/02/2023	AP	DUE: 5/02/2023 DISC: 5/02/2023		1099: Y		
		HYDRAULIC PUMP, CYLINDER		900 5-037-680	VEHICLE-PARTS	857.01
		HYDRAULIC FLUID X 40		900 5-037-545	MOTOR FUELS/LUBRICANTS	672.00
		R/R HYDRAULIC PUMP, CYLINDER		900 5-037-690	VEHICLE-LABOR	1,035.00
		=== VENDOR TOTALS ===	2,564.01			
01-55740 KMGA GAS SUPPLY OPERATING FUND						
I-KMGA-CO-2023-04		4/23 ACTUAL GAS CHARGES	137,895.04			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		4/23 ACTUAL GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	137,895.04
		=== VENDOR TOTALS ===	137,895.04			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-58940 LABORATORY CORPORATION OF AMER						
I-76462400		POST-ACCIDENT DRUG SCREEN	81.11			
4/29/2023	AP	DUE: 5/29/2023 DISC: 5/29/2023		1099: N		
		POST-ACCIDENT DRUG SCREEN		800 5-020-478	PROFESSIONAL SERVICES	81.11
		=== VENDOR TOTALS ===	81.11			
01-58942 LABORCHEX, INC.						
I-202305276		BACKGROUND CHECK	87.03			
5/16/2023	AP	DUE: 5/16/2023 DISC: 5/16/2023		1099: N		
		BACKGROUND CHECK		900 5-026-478	PROFESSIONAL SERVICES	87.03
		=== VENDOR TOTALS ===	87.03			
01-56558 MCCARTY'S OFFICE MACHINES, INC						
I-3218-1		COPY PAPER X 2 CASES	120.43			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		COPY PAPER X 2 CASES		800 5-030-550	OFFICE SUPPLIES	120.43
I-INV21818		COPY PAPER - PP	97.44			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		COPY PAPER - PP		800 5-030-520	DEPARTMENT SUPPLIES	97.44
		=== VENDOR TOTALS ===	217.87			
01-56878 MERITAIN HEALTH						
I-202305171080		T. ADAMSON-FEB-3893496646	117.24			
3/02/2023	AP	DUE: 3/02/2023 DISC: 3/02/2023		1099: N		
		T. ADAMSON-FEB-3893496646		350 5-716-310	HEALTH INSURANCE	117.24
I-202305171081		T. ADAMSON-MARCH-3893496646	117.24			
3/21/2023	AP	DUE: 3/21/2023 DISC: 3/21/2023		1099: N		
		T. ADAMSON-MARCH-3893496646		350 5-716-310	HEALTH INSURANCE	117.24
I-202305171082		T. ADAMSON-APRIL-3893496646	119.24			
4/21/2023	AP	DUE: 4/21/2023 DISC: 4/21/2023		1099: N		
		T. ADAMSON-APRIL-3893496646		350 5-716-310	HEALTH INSURANCE	119.24
		=== VENDOR TOTALS ===	353.72			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-57046 MID/WEST COMPANY, LLC						
I-13855		LED BULBS - SWITCHGEAR	121.35			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: Y		
		LED BULBS - SWITCHGEAR		800 5-030-850	OTHER EQUIPMENT	121.35
		=== VENDOR TOTALS ===	121.35			
01-57100 MIDWEST MINERALS, LLC						
I-647809		20.28 TON OF SCA-2	281.90			
4/14/2023	AP	DUE: 5/14/2023 DISC: 5/14/2023		1099: N		
		20.28 TON OF SCA-2		760 5-000-565	ROCK-SAND-DIRT	281.90
I-650563		14.93 TON OF SCA-2	207.53			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		14.93 TON OF SCA-2		900 5-027-565	ROCK-SAND-DIRT	207.53
I-651706		41.28 TON OF AB-3	475.93			
5/03/2023	AP	DUE: 6/02/2023 DISC: 6/02/2023		1099: N		
		41.28 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	475.93
I-652098		27.78 TON OF AB-3	320.28			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		27.78 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	320.28
I-652375		17.46 TON OF AB-3	201.31			
5/05/2023	AP	DUE: 6/04/2023 DISC: 6/04/2023		1099: N		
		17.46 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	201.31
I-653105		13.19 TON OF SCA-2	183.35			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		13.19 TON OF SCA-2		760 5-000-565	ROCK-SAND-DIRT	183.35
I-653106		37.00 TON OF AB-3	426.59			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		37.00 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	426.59
I-653336		29.53 TON OF SCA-2	410.47			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		29.53 TON OF SCA-2		760 5-000-565	ROCK-SAND-DIRT	410.47
I-653337		17.43 TON OF AB-3	200.96			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		17.43 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	200.96
I-653461		35.05 TON OF AB-3	404.11			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		35.05 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	404.11

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-57100 MIDWEST MINERALS, LLC (** CONTINUED **)						
I-654061		21.02 TON OF AB-3	242.35			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		21.02 TON OF AB-3		760 5-000-565	ROCK-SAND-DIRT	242.35
		=== VENDOR TOTALS ===	3,354.78			
01-57280 MONTGOMERY COUNTY DEPARTMENT O						
I-202305171083		4/23 PRISONER BOARDING	1,155.00			
5/01/2023	AP	DUE: 5/31/2023 DISC: 5/31/2023		1099: N		
		4/23 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	1,155.00
		=== VENDOR TOTALS ===	1,155.00			
01-02570 MONTGOMERY COUNTY HEALTH DEPAR						
I-7384		HEP A, B VACCINE-L. OSBORNE	155.26			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		HEP A, B VACCINE-L. OSBORNE		900 5-027-478	PROFESSIONAL SERVICES	155.26
		=== VENDOR TOTALS ===	155.26			
01-57315 MONTGOMERY COUNTY PUBLIC WORKS						
I-23-003		BIENNIAL BRIDGE INSPECTION X	332.00			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		BIENNIAL BRIDGE INSPECTION X 4		010 5-071-478	PROFESSIONAL SERVICES	332.00
		=== VENDOR TOTALS ===	332.00			
01-02606 MTB LAWN & GARDEN SERVICE						
I-202305181092		ELMWOOD MOWING THRU 5/17	1,095.00			
5/17/2023	AP	DUE: 5/17/2023 DISC: 5/17/2023		1099: Y		
		ELMWOOD MOWING THRU 5/17		010 5-163-424	CONTRACTUAL AGREEMENTS	1,095.00
		=== VENDOR TOTALS ===	1,095.00			
01-02689 NO LIMIT POWERSPORTS - JON'S						
I-8314		MOWER BLADE X 6, HOUSING MOUN	212.21			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		MOWER BLADE X 6, HOUSING MOUNT		010 5-163-620	EQUIPMENT MAINTENANCE	212.21
I-8506		BELTS, VIBRATION ISOLATORS	100.08			
5/16/2023	AP	DUE: 5/16/2023 DISC: 5/16/2023		1099: N		
		BELTS, VIBRATION ISOLATORS		010 5-163-620	EQUIPMENT MAINTENANCE	100.08
		=== VENDOR TOTALS ===	312.29			

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01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-121700		RETURN BREAK PRESSURE SENSOR	186.67CR			
4/03/2023	AP	DUE: 4/03/2023 DISC: 4/03/2023		1099: N		
		RETURN BREAK PRESSURE SENSOR		900 5-037-680	VEHICLE-PARTS	186.67CR
C-0144-121717		RETURN CRUISE SWITCH	47.31CR			
4/03/2023	AP	DUE: 4/03/2023 DISC: 4/03/2023		1099: N		
		RETURN CRUISE SWITCH		010 5-163-680	VEHICLE-PARTS	47.31CR
C-0144-124871		RETURN STARTER	201.83CR			
4/21/2023	AP	DUE: 4/21/2023 DISC: 4/21/2023		1099: N		
		RETURN STARTER		010 5-163-680	VEHICLE-PARTS	201.83CR
C-0144-126600		BATTERY CORE CREDIT X 2	44.00CR			
5/02/2023	AP	DUE: 5/02/2023 DISC: 5/02/2023		1099: N		
		BATTERY CORE CREDIT X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	44.00CR
I-0144-121339		CRUISE SWITCH	47.31			
3/31/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		CRUISE SWITCH		010 5-163-680	VEHICLE-PARTS	47.31
I-0144-124683		STARTER	191.83			
4/20/2023	AP	DUE: 5/20/2023 DISC: 5/20/2023		1099: N		
		STARTER		010 5-163-680	VEHICLE-PARTS	191.83
I-0144-125824		VALVE COVER GASKET X 2	125.32			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		VALVE COVER GASKET X 2		900 5-026-680	VEHICLE-PARTS	125.32
I-0144-126328		FUEL INJECTION SENSOR	104.29			
5/01/2023	AP	DUE: 5/31/2023 DISC: 5/31/2023		1099: N		
		FUEL INJECTION SENSOR		900 5-026-680	VEHICLE-PARTS	104.29
I-0144-126533		NERF STEP	297.56			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		NERF STEP		800 5-030-590	VEHICLE-EQUIP SUPPLIES	297.56
I-0144-126546-1		BATTERY X 2	331.26			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		BATTERY X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	331.26
I-0144-126568		CAMSHAFT SENSOR	23.58			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		CAMSHAFT SENSOR		900 5-026-680	VEHICLE-PARTS	23.58
I-0144-126803		LUG NUT, WHEEL STUD	7.00			
5/03/2023	AP	DUE: 6/02/2023 DISC: 6/02/2023		1099: N		
		LUG NUT, WHEEL STUD		010 5-163-680	VEHICLE-PARTS	7.00

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-02720 O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-126950		FAN BELT	14.33			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		FAN BELT		800 5-030-520	DEPARTMENT SUPPLIES	14.33
I-0144-127490		MOTOR OIL	9.84			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		MOTOR OIL		800 5-020-545	MOTOR FUELS/LUBRICANTS	9.84
I-0144-127644		FUEL HOSE	28.70			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		FUEL HOSE		010 5-163-520	DEPARTMENT SUPPLIES	28.70
I-0144-127647		CELL PHONE CHARGER	13.59			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		CELL PHONE CHARGER		760 5-000-520	DEPARTMENT SUPPLIES	13.59
I-0144-127826		WIPER FLUID	4.26			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		WIPER FLUID		010 5-023-590	VEHICLE-EQUIP SUPPLIES	4.26
I-0144-128032		CABIN FILTER X 2	29.74			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		CABIN FILTER X 2		010 5-023-680	VEHICLE-PARTS	29.74
I-0144-128082		WIPER BLADE X 10	29.90			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		WIPER BLADE X 10		010 5-163-590	VEHICLE-EQUIP SUPPLIES	29.90
I-0144-128207		TRIPOD JACK STAND	184.99			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		TRIPOD JACK STAND		010 5-163-850	OTHER EQUIPMENT	184.99
I-0144-128593		GASKET MAKER	19.99			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		GASKET MAKER		010 5-163-520	DEPARTMENT SUPPLIES	19.99
I-0144-128775		VENT ACTUATOR, WIRE STRIPPER	92.83			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		VENT ACTUATOR		010 5-163-680	VEHICLE-PARTS	80.84
		WIRE STRIPPER		010 5-163-580	TOOLS	11.99
		=== VENDOR TOTALS ===	1,076.51			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-02700 O.K. ELECTRIC WORKS, INC.						
I-15980		REBUILD MAIN PUMP	7,284.65			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		REBUILD MAIN PUMP		450 5-000-850	OTHER EQUIPMENT	7,284.65
I-15983		FAN MOTOR REPAIR	78.62			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		FAN MOTOR REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	78.62
I-15984		24V STARTER REBUILD	139.60			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		REBUILD STARTER		010 5-163-690	VEHICLE-LABOR	139.60
		=== VENDOR TOTALS ===	7,502.87			
01-02727 ORSCHELN COFFEYVILLE 36						
I-010411		20 GALLON SPRAYER	419.99			
4/18/2023	AP	DUE: 4/18/2023 DISC: 4/18/2023		1099: N		
		20 GALLON SPRAYER		900 5-037-850	OTHER EQUIPMENT	419.99
I-012232		S HOOK FOR BASKET-DISC GOLF	3.49			
4/26/2023	AP	DUE: 4/26/2023 DISC: 4/26/2023		1099: N		
		S HOOK FOR BASKET-DISC GOLF		110 5-760-520	DEPARTMENT SUPPLIES	3.49
I-012542		MUCK BOOTS, RAIN COAT-A. BOBB	196.98			
4/28/2023	AP	DUE: 4/28/2023 DISC: 4/28/2023		1099: N		
		MUCK BOOTS, RAIN COAT-A. BOBBE		010 5-163-515	CLOTHING	196.98
I-014051		MUCK BOOTS, RAIN COAT-BURROUG	136.98			
5/04/2023	AP	DUE: 5/04/2023 DISC: 5/04/2023		1099: N		
		MUCK BOOTS, RAIN COAT-BURROUGH		010 5-163-515	CLOTHING	136.98
I-014134		COATING SPRAY	10.00			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		COATING SPRAY		760 5-000-520	DEPARTMENT SUPPLIES	10.00
I-015014		CRESCENT WRENCH, SCREWDRIVER	29.98			
5/08/2023	AP	DUE: 5/08/2023 DISC: 5/08/2023		1099: N		
		CRESCENT WRENCH, SCREWDRIVER		900 5-026-580	TOOLS	29.98
I-015186		MUCK BOOTS-J. PAYDEN	129.99			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		MUCK BOOTS-J. PAYDEN		900 5-026-515	CLOTHING	129.99
I-015632		MUCK BOOTS, SAFETY VEST	115.98			
5/11/2023	AP	DUE: 5/11/2023 DISC: 5/11/2023		1099: N		
		MUCK BOOTS-S. MCINTOSH		900 5-026-515	CLOTHING	103.99
		SAFETY VEST-S. MCINTOSH		900 5-026-570	SAFETY EQUIPMENT	11.99

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01-02727 ORSCHELN COFFEYVILLE 36 (** CONTINUED **)						
I-019676		K9 FOOD	84.99			
4/15/2023	AP	DUE: 4/15/2023 DISC: 4/15/2023		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	84.99
I-023098		LONG POINT SHOVEL	7.99			
4/17/2023	AP	DUE: 4/17/2023 DISC: 4/17/2023		1099: N		
		LONG POINT SHOVEL		010 5-163-520	DEPARTMENT SUPPLIES	7.99
I-023228		CAUTION TAPE	29.98			
4/19/2023	AP	DUE: 4/19/2023 DISC: 4/19/2023		1099: N		
		CAUTION TAPE		900 5-026-520	DEPARTMENT SUPPLIES	29.98
		=== VENDOR TOTALS ===	1,166.35			
01-58037 PACE ANALYTICAL SERVICES LLC						
I-2360182858		LAB TEST FOR WWTP	250.00			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	250.00
I-2360183298		LAB TEST FOR WWTP	250.00			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	250.00
I-2360183343		LAB TEST FOR WWTP	573.40			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	573.40
I-2360183567		LAB TEST FOR WWTP	284.50			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	284.50
I-2360183770		LAB TEST FOR WWTP	417.90			
5/16/2023	AP	DUE: 6/15/2023 DISC: 6/15/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	417.90
		=== VENDOR TOTALS ===	1,775.80			
01-58153 PEAK UPTIME						
I-62183		3 SCALE SERVER CLUSTER	39,141.39			
4/30/2023	AP	DUE: 4/30/2023 DISC: 4/30/2023		1099: N		
		3 SCALE SERVER CLUSTER		500 5-310-845	OFFICE FURNITURE & EQUIP	39,141.39
I-62500		FIREWALL LICENSE RENEWAL	560.24			
5/05/2023	AP	DUE: 5/05/2023 DISC: 5/05/2023		1099: N		
		FIREWALL LICENSE RENEWAL		010 5-023-424	CONTRACTUAL AGREEMENTS	560.24

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01-58153 PEAK UPTIME		(** CONTINUED **)				
I-62596		6/23 CLOUD BACKUP STORAGE	260.00			
5/18/2023	AP	DUE: 5/18/2023 DISC: 5/18/2023		1099: N		
		6/23 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
		=== VENDOR TOTALS ===	39,961.63			
01-58180 PEREGRINE CORPORATION						
I-515868		4/25 C2 BILLING X 1145	697.32			
4/26/2023	AP	DUE: 4/26/2023 DISC: 4/26/2023		1099: N		
		4/25 C2 BILLING X 1145		010 5-017-478	PROFESSIONAL SERVICES	697.32
I-516253		4/27 C3 LATE NOTICE X 480	347.04			
4/28/2023	AP	DUE: 4/28/2023 DISC: 4/28/2023		1099: N		
		4/27 C3 LATE NOTICE X 480		010 5-017-478	PROFESSIONAL SERVICES	347.04
I-517614		5/9 C3 BILLING X 2318	1,864.70			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		5/9 C3 BILLING X 2318		010 5-017-478	PROFESSIONAL SERVICES	1,864.70
I-517615		5/9 C1 LATE NOTICE X 351	253.77			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		5/9 C1 LATE NOTICE X 351		010 5-017-478	PROFESSIONAL SERVICES	253.77
		=== VENDOR TOTALS ===	3,162.83			
01-58451 PRAIRIELAND PARTNERS LLC						
I-1000658596		72" BLADE X 6	219.42			
5/12/2023	AP	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		72" BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	109.71
		72" BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	109.71
		=== VENDOR TOTALS ===	219.42			
01-58469 PRESTO-X						
I-45073805		5/23 PEST CONTROL SERVICES	87.00			
5/08/2023	AP	DUE: 5/08/2023 DISC: 5/08/2023		1099: N		
		5/23 PEST CONTROL SERVICES		010 5-023-424	CONTRACTUAL AGREEMENTS	43.50
		5/23 PEST CONTROL SERVICES		010 5-041-424	CONTRACTUAL AGREEMENTS	43.50
		=== VENDOR TOTALS ===	87.00			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03227 R & R LAWN CARE LLC						
I-202305171084		5/9/23 WEED LOT MOWING	2,340.00			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: Y		
		5/9/23 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	2,340.00
		=== VENDOR TOTALS ===	2,340.00			
01-58700 R & R PRODUCTS, INC.						
I-CD2783491		COUPLING X 2	65.76			
5/02/2023	AP	DUE: 6/01/2023 DISC: 6/01/2023		1099: N		
		COUPLING X 2		370 5-000-620	EQUIPMENT MAINTENANCE	65.76
		=== VENDOR TOTALS ===	65.76			
01-58850 REPUBLIC SERVICES #376						
I-0376-000436826		4/23 RESIDENTIAL SERVICE	37,921.66			
4/25/2023	AP	DUE: 4/25/2023 DISC: 4/25/2023		1099: N		
		4/23 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	37,921.66
		=== VENDOR TOTALS ===	37,921.66			
01-03217 ROGER L. GOSSARD						
I-202305171085		5/23 INDIGENT DEFENDER	1,000.00			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: Y		
		5/23 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	1,000.00
		=== VENDOR TOTALS ===	1,000.00			
01-58970 ROMANS MOTOR COMPANY, INC.						
I-100-1002185		CUSHION, SHAFT, RETAINING RIN	228.02			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		CUSHION, SHAFT, RETAINING RING		370 5-000-620	EQUIPMENT MAINTENANCE	228.02
		=== VENDOR TOTALS ===	228.02			
01-59125 SANDBAGGER GOLF & TURF						
I-18862		BOARD/CAM ASSEMBLIES	120.00			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		BOARD/CAM ASSEMBLIES		370 5-000-620	EQUIPMENT MAINTENANCE	120.00
		=== VENDOR TOTALS ===	120.00			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03385 SEK READY MIX, INC.						
I-6950		8.25 CY-S WILLOW	1,340.00			
5/16/2023	AP	DUE: 5/16/2023 DISC: 5/16/2023		1099: N		
		8.25 CY-S WILLOW		010 5-163-510	CEMENT & ASPHALT	1,340.00
		=== VENDOR TOTALS ===	1,340.00			
01-03460 SHERWIN WILLIAMS COMPANY						
I-7774-1		STRIPING PAINT FOR TAXIWAY	458.87			
4/19/2023	AP	DUE: 5/19/2023 DISC: 5/19/2023		1099: N		
		STRIPING PAINT FOR TAXIWAY		360 5-000-520	DEPARTMENT SUPPLIES	458.87
I-7950-7		ACETONE X 2 GALLON	64.57			
4/26/2023	AP	DUE: 5/26/2023 DISC: 5/26/2023		1099: N		
		ACETONE X 2 GALLON		800 5-030-520	DEPARTMENT SUPPLIES	64.57
I-7968-9		PAINT X 1 GALLON	54.74			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		PAINT X 1 GALLON		800 5-030-520	DEPARTMENT SUPPLIES	54.74
I-8280-8		PAINT, ROLLERS, LINERS	65.33			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		PAINT, ROLLERS, LINERS		010 5-163-520	DEPARTMENT SUPPLIES	65.33
I-8372-3		50# GLASS BEADS X 40	1,759.20			
5/15/2023	AP	DUE: 6/14/2023 DISC: 6/14/2023		1099: N		
		50# GLASS BEADS X 40		010 5-163-520	DEPARTMENT SUPPLIES	1,759.20
		=== VENDOR TOTALS ===	2,402.71			
01-59035 SMC ELECTRIC SUPPLY						
I-51078101-00		MOTOR CONTACTOR - ASBURY	208.41			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		MOTOR CONTACTOR - ASBURY		800 5-020-572	SUPPLIES-OTHER	208.41
		=== VENDOR TOTALS ===	208.41			
01-59669 SOUTHERN UNIFORM AND TACTICAL,						
I-150061-1		UNIFORM PANTS, SHIRTS X 3 EEs	597.69			
5/03/2023	AP	DUE: 5/03/2023 DISC: 5/03/2023		1099: N		
		UNIFORM PANTS, SHIRTS X 3 EEs		010 5-023-515	CLOTHING	597.69
		=== VENDOR TOTALS ===	597.69			

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01-59722 SOUTHWEST POWER POOL, INC.						
I-TRN-20230430-CMLP		4/23 TRANSMISSION SERVICE	725,220.79			
5/09/2023	AP	DRAFT 5/15/2023		1099: N		
		4/23 TRANSMISSION SVC-MESSER		800 5-070-426	NETWORK TRANSMISSION SER	547,548.39
		4/23 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	177,657.40
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	725,220.79			
01-59800 SOUTHWESTERN POWER ADMINISTRAT						
I-23-509		4/23 ENERGY PURCHASE	12,862.08			
5/09/2023	AP	DUE: 6/08/2023 DISC: 6/08/2023		1099: N		
		4/23 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	12,862.08
		=== VENDOR TOTALS ===	12,862.08			
01-59892 STANDARD & POOR'S FINANCIAL SE						
I-11452374		S&P ANNUAL RATING REVIEW 2023	5,500.00			
5/04/2023	AP	DUE: 5/04/2023 DISC: 5/04/2023		1099: N		
		S&P ANNUAL RATING REVIEW 2023		800 5-030-478	PROFESSIONAL SERVICES	5,500.00
		=== VENDOR TOTALS ===	5,500.00			
01-59900 STANION WHOLESALE ELECTRIC CO.						
I-5518317-00		WR159 CONNECTOR X 500	383.25			
4/25/2023	AP	DUE: 5/25/2023 DISC: 5/25/2023		1099: N		
		WR159 CONNECTOR X 500		800 5-020-520	DEPARTMENT SUPPLIES	383.25
		=== VENDOR TOTALS ===	383.25			
01-03717 STEPHENS VENDING CORPORATION						
I-INV67190		CANDY, SANDWICHES	140.60			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		CANDY, SANDWICHES		370 5-000-507	CONCESSIONS	140.60
I-INV67211		20 OZ, TEA, CUPS, LIDS, NUTS	517.80			
5/17/2023	AP	DUE: 5/17/2023 DISC: 5/17/2023		1099: N		
		20 OZ, TEA, CUPS, LIDS, NUTS		370 5-000-507	CONCESSIONS	517.80
		=== VENDOR TOTALS ===	658.40			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-60227 TEREX UTILITIES SOUTH						
I-5004452651		BOLT, NUT	116.13			
4/24/2023	AP	DUE: 4/24/2023 DISC: 4/24/2023		1099: N		
		BOLT, NUT		800 5-020-680	VEHICLE-PARTS	116.13
I-7313086		REPAIR AERIAL DEVICE	2,003.32			
4/26/2023	AP	DUE: 4/26/2023 DISC: 4/26/2023		1099: N		
		REPAIR AERIAL DEVICE		800 5-020-690	VEHICLE-LABOR	2,003.32
		=== VENDOR TOTALS ===	2,119.45			
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-847663		COMPRESSED HYDROGEN	167.75			
3/29/2023	AP	DUE: 4/28/2023 DISC: 4/28/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	167.75
I-849770		COMPRESSED HYDROGEN	167.75			
4/27/2023	AP	DUE: 5/27/2023 DISC: 5/27/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	167.75
I-850267		COMPRESSED HYDROGEN	167.75			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	167.75
I-850421		COMPRESSED HYDROGEN	391.40			
5/08/2023	AP	DUE: 6/07/2023 DISC: 6/07/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	391.40
I-850852		CUTTING TIPS	74.45			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		CUTTING TIPS		010 5-163-520	DEPARTMENT SUPPLIES	74.45
I-850931		FR JEAN X 2 - M SEARLES	136.88			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		FR JEAN X 2 - M SEARLES		800 5-020-515	CLOTHING	136.88
I-850944		ELECTRODE	23.98			
5/12/2023	AP	DUE: 6/11/2023 DISC: 6/11/2023		1099: N		
		ELECTRODE		800 5-030-620	EQUIPMENT MAINTENANCE	23.98
I-RN23040077		CYLINDER RENTAL	528.89			
4/30/2023	AP	DUE: 5/30/2023 DISC: 5/30/2023		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	528.89
I-RN23040078		CYLINDER RENTAL	502.50			
4/30/2023	AP	DUE: 5/30/2023 DISC: 5/30/2023		1099: N		
		CYLINDER RENTAL		010 5-163-448	EQUIPMENT-RENTAL/SERVICE	502.50
		=== VENDOR TOTALS ===	2,161.35			

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01-02579 TONY LAWSON						
I-202305171086		REIMBURSE VEHICLE WINDOW	163.76			
5/12/2023	AP	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		REIMBURSE VEHICLE WINDOW		800 5-030-484	REIMBURSEMENTS	163.76
		=== VENDOR TOTALS ===	163.76			
01-03810 TOOL SUPPLY, INC.						
I-0103845-00		IMPACT SOCKET	39.30			
5/10/2023	AP	DUE: 6/09/2023 DISC: 6/09/2023		1099: N		
		IMPACT SOCKET		010 5-163-580	TOOLS	39.30
I-0103851-00		THREADED ROD, LOCK NUTS	11.79			
5/11/2023	AP	DUE: 6/10/2023 DISC: 6/10/2023		1099: N		
		THREADED ROD, LOCK NUTS		800 5-030-520	DEPARTMENT SUPPLIES	11.79
		=== VENDOR TOTALS ===	51.09			
01-03842 TYLER AMMERMAN						
I-202305181087		REIMBURSE CDL EXAM FEE	10.75			
5/10/2023	AP	DUE: 5/10/2023 DISC: 5/10/2023		1099: N		
		REIMBURSE CDL EXAM FEE		010 5-163-486	TAXES,LICENSES,PERMITS	10.75
		=== VENDOR TOTALS ===	10.75			
01-54772 TYLER TECHNOLOGIES, INC.						
I-025-420030		BUSINESS LICENSE ANNUAL MAINT	2,270.31			
5/18/2023	AP	DUE: 6/17/2023 DISC: 6/17/2023		1099: N		
		BUSINESS LICENSE ANNUAL MAINT		010 5-017-424	CONTRACTUAL AGREEMENTS	2,270.31
I-025-420536		5/23 ONLINE COMPONENT, WEB	300.08			
5/18/2023	AP	DUE: 6/17/2023 DISC: 6/17/2023		1099: N		
		5/23 ONLINE COMPONENT, WEB		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08
		=== VENDOR TOTALS ===	2,570.39			
01-60865 UCI UTILITY CONSULTANTS, INC.						
I-32174		RANDOM DRUG TEST X 2	130.00			
5/04/2023	AP	DUE: 6/03/2023 DISC: 6/03/2023		1099: N		
		RANDOM DRUG TEST X 2		010 5-041-478	PROFESSIONAL SERVICES	130.00
		=== VENDOR TOTALS ===	130.00			

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01-60870 UCVIEW						
I-22-25843		DIGITAL SIGNAGE SUBSCRIPTION	300.00			
3/02/2023	AP	DUE: 3/02/2023 DISC: 3/02/2023		1099: N		
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-017-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-023-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-041-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-131-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-020-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-030-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-026-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-027-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-036-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-037-424	CONTRACTUAL AGREEMENTS	25.00
I-23-26525		DIGITAL SIGNAGE SUBSCRIPTION	300.00			
4/02/2023	AP	DUE: 4/02/2023 DISC: 4/02/2023		1099: N		
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-017-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-023-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-041-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-131-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-020-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-030-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-026-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-027-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-036-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-037-424	CONTRACTUAL AGREEMENTS	25.00
I-23-26766		DIGITAL SIGNAGE SUBSCRIPTION	3,600.00			
5/09/2023	AP	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-017-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-023-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-041-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-131-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-020-424	CONTRACTUAL AGREEMENTS	600.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-030-424	CONTRACTUAL AGREEMENTS	600.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-026-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-027-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-036-424	CONTRACTUAL AGREEMENTS	300.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-037-424	CONTRACTUAL AGREEMENTS	300.00
		=== VENDOR TOTALS ===	4,200.00			

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01-60622 UMB BANK						
I-202305181093		4/23 CREDIT CARD CHARGES	6,013.21			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: N		
		GFOA MEMBERSHIP RENEWAL		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	190.00
		FLOWERS FOR MASSMAN SERVICE		010 5-071-521	SPECIAL EVENTS	98.38
		WALK KANSAS T-SHIRT X 6		350 5-716-478	PROFESSIONAL SERVICES	103.34
		BUSINESS CARDS-C. BROWN		180 5-205-550	OFFICE SUPPLIES	47.99
		LAB CERTIFICATION FOR TESTING		900 5-036-486	TAXES,LICENSES,PERMITS	350.00
		WATER DIST OPS/MAINT-KENNEDY		760 5-000-428	CONFERENCES-SCHOOLS	198.00
		TEST BOOK-UEI WATER PROGRAM		760 5-000-428	CONFERENCES-SCHOOLS	25.00
		LOW INCOME TAX CREDIT TRNG X 3		180 5-205-428	CONFERENCES-SCHOOLS	2,775.00
		ICC CERTIFICATION RENEWAL		010 5-071-486	TAXES,LICENSES,PERMITS	100.00
		HOTEL-WICHITA-HAZMAT TRNG X 2		010 5-023-490	TRAVEL EXPENSE REIMBURSE	125.06
		HOTEL-WICHITA-HAZMAT TRNG X 2		010 5-023-490	TRAVEL EXPENSE REIMBURSE	125.06
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99
		CHILD SEAT RECERTIFICATION		010 5-023-428	CONFERENCES-SCHOOLS	95.00
		HOTEL-WICHITA-KRWA-GEORGE		900 5-037-490	TRAVEL EXPENSE REIMBURSE	350.48
		HOTEL-WICHITA-KRWA-SMITH		900 5-036-490	TRAVEL EXPENSE REIMBURSE	350.48
		HOTEL-WICHITA-KRWA-BRDSHW 1/2		900 5-036-490	TRAVEL EXPENSE REIMBURSE	175.24
		HOTEL-WICHITA-KRWA-BRDSHW 1/2		900 5-037-490	TRAVEL EXPENSE REIMBURSE	175.24
		ADULT AED PAD X 2, PEDIATRIC		010 5-041-570	SAFETY EQUIPMENT	247.69
		ADULT AED PAD X 2		900 5-026-570	SAFETY EQUIPMENT	131.40
		CLEANSERS, BAKING SODA		010 5-091-520	DEPARTMENT SUPPLIES	34.92
		HOTEL-WICHITA-KMU CONFERENCE		800 5-040-490	TRAVEL EXPENSE REIMBURSE	299.94
		=== VENDOR TOTALS ===	6,013.21			
01-60726 UPS						
I-1667341907		ARMOUR VALVE	39.49			
5/02/2023	AP	DUE: 5/02/2023 DISC: 5/02/2023		1099: N		
		ARMOUR VALVE		800 5-030-550	OFFICE SUPPLIES	39.49
		=== VENDOR TOTALS ===	39.49			
01-60896 UTILITY FINANCIAL SOLUTIONS, L						
I-15319UFS		YEAR RATE DESIGN & REVIEW	3,980.00			
4/20/2023	AP	DUE: 4/20/2023 DISC: 4/20/2023		1099: N		
		YEAR RATE DESIGN & REVIEW		810 5-040-478	PROFESSIONAL SERVICES	3,980.00
		=== VENDOR TOTALS ===	3,980.00			

PACKET: 04467 AO 23-10 5.23.23 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61477 VERIZON WIRELESS						
I-9933840219		5/23 CELL PHONES, HOT SPOTS	1,233.82			
5/01/2023	AP	DUE: 5/01/2023 DISC: 5/01/2023		1099: N		
		5/23 CELL PHONE		010 5-014-416	COMMUNICATIONS	41.34
		5/23 CELL PHONE		010 5-015-416	COMMUNICATIONS	41.34
		5/23 CELL PHONE		010 5-019-416	COMMUNICATIONS	41.34
		5/23 CELL PHONE X 4, HOT SPOT		010 5-023-416	COMMUNICATIONS	245.38
		5/23 HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	80.02
		5/23 CELL PHONE X 2		010 5-045-416	COMMUNICATIONS	92.68
		5/23 CELL PHONE		010 5-163-416	COMMUNICATIONS	24.20
		5/23 CELL PHONE X 3		180 5-205-416	COMMUNICATIONS	124.02
		5/23 CELL PHONE		510 5-000-416	COMMUNICATIONS	24.20
		5/23 CELL PHONE, HOT SPOT		760 5-000-416	COMMUNICATIONS	28.61
		5/23 CELL PHONE X 2, HOT SPOT		800 5-020-416	COMMUNICATIONS	149.92
		5/23 CELL PHONE		800 5-030-416	COMMUNICATIONS	41.34
		5/23 CELL PHONE		800 5-040-416	COMMUNICATIONS	41.34
		5/23 CELL PHONE X 4, HOT SPOT		900 5-026-416	COMMUNICATIONS	159.95
		5/23 HOT SPOT		900 5-027-416	COMMUNICATIONS	8.40
		5/23 CELL PHONE X 2		900 5-036-416	COMMUNICATIONS	65.54
		5/23 CELL PHONE		900 5-037-416	COMMUNICATIONS	24.20
		=== VENDOR TOTALS ===	1,233.82			
01-61013 VSP INSURANCE COMPANY						
I-202305181088		T. ADAMSON-FEBRUARY-817007659	8.62			
2/27/2023	AP	DUE: 2/27/2023 DISC: 2/27/2023		1099: N		
		T. ADAMSON-FEBRUARY-817007659		350 5-716-310	HEALTH INSURANCE	8.62
I-202305181089		T. ADAMSON-MARCH-817007659	8.62			
3/21/2023	AP	DUE: 3/21/2023 DISC: 3/21/2023		1099: N		
		T. ADAMSON-MARCH-817007659		350 5-716-310	HEALTH INSURANCE	8.62
I-202305181090		T. ADAMSON-APRIL-817007659	8.66			
4/21/2023	AP	DUE: 4/21/2023 DISC: 4/21/2023		1099: N		
		T. ADAMSON-APRIL-817007659		350 5-716-310	HEALTH INSURANCE	8.66
		=== VENDOR TOTALS ===	25.90			
		=== PACKET TOTALS ===	5,465,719.51			

City of Coffeyville
Payroll Distribution Summary
23-10

Date	Amount
May 14, 2023	$ 390,532.34
Total Payroll	**$ 390,532.34**

PACKET: 04468 AO 23-10A ISHAM HARDWARE

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
01-01930 ISHAM TRU VALUE HARDWARE						
I-22771		STREET BROOM	30.99			
4/28/2023	AP	DUE: 5/28/2023 DISC: 5/28/2023		1099: N		
		STREET BROOM		010 5-163-520	DEPARTMENT SUPPLIES	30.99
		=== VENDOR TOTALS ===	30.99			
		=== PACKET TOTALS ===	30.99			

Item #J-1

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	May 23rd, 2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-26	
AGENDA TITLE	**Purchase of Three Police Vehicles along with all necessary emergency equipment.**	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Darin Daily, Captain	
FISCAL INFORMATION	Cost as recommended:	$108,531.75 (3 vehicles) $26,852.67 (emergency equipment for 3) $22,618.80 (3 dash camera systems)
	Budget Line Item:	420-5-525-875
	Balance Available	
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	The police department is requesting to purchase three new vehicles and required emergency equipment.	
BACKGROUND	Over the last several years the police department has consistently budgeted and implemented a rotation plan for our front line patrol vehicles. These vehicles are often used 24 hours a day, seven days a week and incur more mileage and wear than other city vehicles.	
SPECIAL NOTES	To keep maintenance costs down and to continue to utilize reliable vehicles, the department. We will again be utilizing funds from the American Rescue Plan Act (ARPA).	

ANALYSIS	The last few years have been difficult to find police vehicles due to supply chain issues. Recently, Dodge announced that after 2023, production of the Charger will cease. The Dodge Charger makes up the bulk of our fleet and even though we have seen a significant increase in their price, they still cost a few thousand dollars less than the other police package vehicles. Utilizing the ARPA fund for the purchase of three police vehicles will continue to help relieve some burden from the city's budget and it will also help us prepare for an uncertain future in the police vehicle market. Staff has located three Dodge Chargers at Davis-Moore Dodge in Wichita, Kansas. Davis-Moore Dodge currently has the state contract and we will be purchasing three vehicles at the state contract. We will utilize Superior Emergency Response Vehicles company of Andover, Kansas for the purchase and install of emergency equipment. Over the past few years we have been utilizing our refurbished old WatchGuard camera systems. We no long have any old camera systems to use. We will need to purchase three new complete dash camera systems for these vehicles.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff Recommends approval for the purchase of three Dodge Chargers for $108,531.75 from Davis-Moore Dodge in Wichita, Kansas. Recommend the approval of $26,852.67 for Superior Emergency Response Vehicles for emergency equipment and install. We recommend the purchase of three WatchGuard dash cameras from Motorola Solutions for $22,618.80. We recommend utilizing the ARPA fund for purchasing all three vehicles and emergency equipment.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-23-26

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO DAVIS-MOORE DODGE IN THE AMOUNT OF $108,531.75 FOR PURCHASE OF THREE DODGE CHARGERS FOR THE COFFEYVILLE POLICE DEPARTMENT. ISSUANCE OF A PURCHASE ORDER TO SUPERIOR EMERGENCY RESPONSE VEHICLES IN THE AMOUNT OF $26,852.67 FOR PURCHASE AND INSTALL OF EMERGENCY EQUIPMENT FOR THE COFFEYVILLE POLICE DEPARTMENT. ISSUANCE OF A PURCHASE ORDER TO MOTOROLA SOLUTIONS IN THE AMOUNT OF $22,618.80 FOR THE PURCHASE OF THREE DASH CAMERA SYSTEMS FOR THE COFFEYVILLE POLICE DEPARTMENT.

NOW, THEREFORE, BE IT RESOLVED by the Coffeyville City Commission that the Mayor and City Clerk be and are hereby authorized and directed to issue a purchase order in the amount of $108,531.75 to Davis-Moore Dodge in Wichita, Kansas for the purchase of three Dodge Chargers for the Coffeyville Police Department. Issuance of a purchase order to Superior Emergency Response Vehicles in the amount of $26,852.67 for purchase and install of emergency equipment for the Coffeyville Police Department. Issuance of a purchase order to Motorola Solutions in the amount of $22,618.80 for the purchase of three dash camera systems for the Coffeyville Police Department.

Adopted this 23rd day of May, 2023.

____
Ann Marie Vannoster, Mayor

Attest:

____
Melissa Carter, City Clerk

Purchase Order

PO # 23-0425

Coffeyville
Police Department

VENDOR	Davis-Moore Chrysler Dodge Jeep 7675 E. Kellogg Wichita, KS 67207 (316) 618-2193 Customer ID N/A	SHIP TO	Coffeyville Police Department 1206 W. 11th Street Coffeyville, KS 67337 (620) 252-6160

Shipping Method	Shipping Terms	Delivery Date

Qty	Item #	Description	Job	Unit Price	Line Total
3		2023 Dodge Charger RWD 5.7 V8 Hemi *Black in color*		$36,177.25	$108,531.75

Subtotal	$108,531.75
Sales Tax	
Total	$108,531.75

Superior Emergency Response Vehicles

P.O. Box 965
12548 SW Highway 54
Andover, KS. 67002

Estimate

Date	Estimate #
4/24/2023	3165

SUPERIOR SERV Emergency Response Vehicles

Customer Name
Coffeyville Police Department 1206 W. 11th Street Coffeyville, Kansas 67337

www.SERVLLC.com 316-733-2223 Email:andy@servllc.com

Description	Qty	Rate	Total
2023 Dodge Charger Pursuit			
Whelen 48" Legacy DUO Lightbar	1	1,850.00	1,850.00
Whelen ION Perimeter Lights (4 on Push Bumper, 2 Rear)	6	102.50	615.00
Whelen Core Siren/Lighting Controller	1	965.00	965.00
Whelen SA315U 100w Siren Speaker w/Bracket	1	196.50	196.50
Setina PB400 Push Bumper	1	550.00	550.00
Havis Center Console w/Cupholder and Armrest - Vehicle Specific	1	625.00	625.00
Jotto Prisoner Transport Partition	1	896.00	896.00
Jotto Window Guards	1	229.00	229.00
Jotto Dual Weapon Gun Rack	1	565.00	565.00
Antenna Coax/Antenna Kit	2	75.00	150.00
Circuit Breaker	1	48.50	48.50
75-100AMP Accessory Relay	1	51.90	51.90
Blue Sea Fuse Block 12 Split	1	58.99	58.99
Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.	1	200.00	200.00
Professional Installation / Upfitting	1	1,950.00	1,950.00
Install Customer Provided: Radio, Radar, Camera System (included)			

Pricing for equipment and labor are good for 30 days. Equipment and parts installed carry a warranty as specified by the manufacturer. Repairs or replacement of equipment items during the warranty period may be subject to a labor charge if the failure is not due to improper installation. Installation and upfitting workmanship performed by SERV are warrantied for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty. Used parts and equipment do not carry a warranty.

Sales Tax (0.0%)	$0.00
Total	$8,950.89

Thank you for considering SERV!

MOTOROLA SOLUTIONS

Budgetary

QUOTE-2134081

Billing Address:
Coffeyville PD
102 WEST 7TH STREET
COFFEYVILLE, KS 67337
US

Quote Date:04/19/2023
Expiration Date:07/18/2023
Quote Created By:
Joshua Donnelly
Joshua.Donnelly@
motorolasolutions.com

End Customer:
COFFEYVILLE POLICE DEPT
Joe Humble
jhumble@coffeyville.com
(620) 252-6160

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	4RE In car Video System						
1	WGB-0146A	MIKROTIK CONF WIFI KIT, DRILL MNT	3		$250.00	$200.00	$600.00
2	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	3		$450.00	$360.00	$1,080.00
3	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	3		$75.00	$60.00	$180.00
4	WGA00574	4RE, VISTA HD, WIFI, SMART POE SWITCH	3		$312.50	$250.00	$750.00
5	WGP02225-200-KIT	BRKT4RE DISP/HMIC/ ZCAM +CHARGER KIT	3		Included	Included	Included
6	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	3		$812.50	$650.00	$1,950.00
7	WGB-0130A	4RE STANDARD ZERO SIGHTLINE, CABIN	3		$6,712.00	$5,369.60	$16,108.80
	VideoManager EL: Video Evidence Management						

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8	WGP02400-100	EVIDENCE LIBRARY 4 WEB 4RE IN-CAR DEVICE LICENSE KEY*	3		$187.50	$150.00	$450.00
9	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		$1,875.00	$1,500.00	$1,500.00
10	WGW00155-204	MAINTENANCE SUPPORT,SOFTWARE MAINTENANCE, VIDEOMANAGER EL, 4RE	3	1 YEAR	Included	Included	Included

Grand Total **$22,618.80(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$28,273.50	$22,618.80
Grand Total System Price	$28,273.50	$22,618.80

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	May 23, 2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-27	
AGENDA TITLE	**North Industrial Park Station Upgrade** ○ **Electric Switchgear Package**	
REQUESTING DEPARTMENT	Electric Distribution	
PRESENTER	Mike Shook	
FISCAL INFORMATION	Cost as recommended:	$1,365,100.00
	Budget Line Item:	810-5-020-478
	Balance Available	$
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	Seek approval to execute a purchase order to supply electrical apparatus, switchgear, relaying, control building and associated equipment for the North Industrial Park Substation.	

BACKGROUND	In June of last year, the Commission approved an engineering services agreement with Cross Discipline Engineering to work with utility staff to design and specify equipment inclusive of all necessary components such as protective relaying, batteries, control building and systems, switchgear, breakers, control transformers, power transformers to upgrade the current equipment currently in use at our North Industrial Park Station. This substation supports some of Coffeyville's larger industrial customers such as John Deere, Ranew's, Phoenix & Array Technologies including our Coffeyville Municipal Airport. This station was originally constructed in the 1970's, having minimal upgrades since that time. Cross Discipline Engineering developed a Request for Proposals (RFP), issuing the public invitation to bid on March 28, 2023, accepting sealed bids through April 26th, 2023. A total of two vendors submitted bids and pricing to provide equipment and materials as per the bid specification issued.
SPECIAL NOTES	N/A
ANALYSIS	Switchgear Power Systems (SPS) submitted the lowest cost pricing for the package, however had a longer overall lead time of 80 weeks, versus 68 weeks as submitted by the higher cost bidder. SPS had minor exceptions to the technical & commercial specifications and requirements, whereas the higher cost bidder issued exceptions to both technical and commercial specifications and requirements. Staff consulted with and agrees with Cross Discipline that Switchgear Power Systems bid is satisfactory and meets or exceeds design. Cross Discipline Engineering has included with the documents attached in my staff report, their recommendation of Switchgear Power Systems as the appropriate vendor for this equipment bid package.

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that the Mayor be authorized to direct the Director of Finance to issue a purchase order to Switchgear Power Systems for substation equipment as specified, in the amount of $1,365,100 for the electric utility for the North Industrial Park Substation Upgrade.
REFERENCE DOCUMENTS ATTACHED	Cross Discipline – • Engineers Switchgear Purchase Recommendation • Bid Tabulation • Technical Evaluation • Invitation to Bid / Request for Bids Switchgear Power Systems Submitted Bid Package Myers Power Products Submitted Bid Package

RESOLUTION NO. R-23-27

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR ELECTRIC SWITCHGEAR AND ASSOCIATED EQUIPMENT TO SWITCHGEAR POWER SYSTEMS FOR THE NORTH INDUSTRIAL PARK SUBSTATION IN THE AMOUNT OF $1,365,100.00 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 direct the Director of Finance to issue a purchase order for electrical switchgear and associated equipment to Switchgear Power Systems in the amount of $1,365,000.00 for the City of Coffeyville Electric Utility North Industrial Park Substation.

ADOPTED THIS 23th DAY OF MAY, 2023.

____
Ann Marie Vannoster, Mayor

ATTEST:

____
Melissa Carter, City Clerk

Cross Discipline
ENGINEERING
63 Truman Road, Suite 100, Marshfield, MO 65706
p: (417) 859-4441 f: (417) 859-4460

Tuesday, May 16, 2023

Mike Shook
City of Coffeyville – Municipal Light & Power
PO Box 1629
Coffeyville, KS 67337

Re: City of Coffeyville – Municipal Light & Power
North Industrial Park Substation – Switchgear Purchase Recommendation

Mike,

Quotes were received and evaluated for the procurement of the enclosed-aisle, metal-clad switchgear needed for the North Industrial Park Substation. We had two (2) bidders submit quotes. With consideration of pricing and lead time, Cross Discipline Engineering, LLC recommends the proposal submitted by Switchgear Power Systems.

Our recommendation is based on the following:

1. Conformance to Technical Specifications
    a. Switchgear Power Systems took minor exceptions to the technical specifications.
    b. Myers Power Products took minor exceptions to the technical specifications.
2. Conformance to Commercial Requirements
    a. Switchgear Power Systems did not take exception to the commercial requirements.
    b. Myers Power Products took many exceptions to the commercial requirements.
3. Pricing Considerations
    a. Switchgear Power Systems proposed a lower quoted price of $1,365,100.00.
    b. Myers Power Products proposed a higher quoted price of $1,420,198.00.
4. Lead Time Considerations
    a. Switchgear Power Systems quoted a longer overall lead time of 80 Weeks ARO.
    b. Myers Power Products quoted a shorter lead time of 68 Weeks ARO.

A bid summary and technical evaluation are enclosed for your reference as well as bidder documents.

Sincerely,

Becca Yates

Becca Yates

Coffeyville - Municpal Light & Power

North Industrial Park Substation

Switchgear Replacement

Coffeyville Municipal Light & Power

working together with:

Cross Discipline ENGINEERING

Switchgear Power Systems		Myers Power Products, Inc	
Proposal No.	423-23	Proposal No.	50043-TX1
Shipping Origin	Winneconne, WI	Shipping Origin	Ontario, CA
Warranty Period	30 months from ship date or 24 months after energizing equipment (whichever comes first)	Warranty Period	24 months after delivery
Liquidated Damages	No exception	Liquidated Damages	Capped at 3% of contract value
Bid Bond Submitted	Yes - 5% of bid amount	Bid Bond Submitted	Yes - 5% of bid amount
30% Submittal	10 Weeks ARO	30% Submittal	Not included
60% Submittal	12 Weeks ARO	60% Submittal	Not Included
90% Submittal	14 Weeks ARO	90% Submittal	20 Weeks ARO
Total Lead Time	80 Weeks ARO	Total Lead Time	68 Weeks ARO
Payment Terms	20% at drawings submittal, 30% at release for fabrication, 50% at shipment. Net 30 days.	Payment Terms	10% at order receipt, 10% at drawings submittal, 10% at approval of drawings, 25% at material procurement release, 25% at release for fabrication, 20% at FAT or shipment ready. Net 30 days.
Order Cancellation Terms	20% at order acknowledgement, 40% after drawing submittal, 100% after customer drawing approval.	Order Cancellation Terms	5% at order acknowledgement, 10% release for engineering, 10% at release for fabrication, 50% within 61-90 days of completion, 75% within 31-60 days of completion, 100% within 30 days of completion.
QUOTE TOTAL	$ 1,365,100.00	QUOTE TOTAL	$ 1,420,198.00

Comments	Comments
-Bid validity through 6/25	- Bid validity through 5/26

TECHNICAL EVALUATION

Coffeyville Municipal Light & Power *working together with:* Cross Discipline Engineering

Enclosed Aisle	Owner Specified	Switchgear Power Systems	Myers Power Products
Building Interior Size	29'-5" L x 14'-10" W x (By Vendor) H (approx.)	30'L x 15'W x10'H	29'-4"L x 14'-4"W x 10'H
Shipping Split Quantity	Not Specified. Determined by Contractor.	No split	No split
Estimated Total Weight	Not Specified. Determined by Contractor.	No provided	57,406 lbs
Structrual PE Calculations	Required.	Included	Included
Aisle Width	Not Specified. Determined by Contractor.	Approx. 7'	6'
Floor Load	250 psf	250 psf	250 psf
Roof Load	80 psf	80 psf	80 psf
Wind Load	120 mph	120 mph	120 mph
Wall System	IMP with inner and outer walls of 26 ga. Steel and inner foam barrier.	16 ga ASTM A653 inner and outer walls with R-19 foam sheathing	14 ga A60 Galvanneal Sheet Metal Interlocking panels with R-15 fiberglass insulation
Aisle Doorways	One (1) 4' W x 8' H, One (1) 3.5' W x 7' H	Two (2) @42"W x 8'H	Included
External Ground Pads	Four (4) NEMA drilled (one at each corner)	Included	Included
HVAC	Not Specified. Sizing determined by Contractor per Section 26 13 26.	One (1) 6 ton, 10kW wall mounted unit	One (1) 5 ton, 10kW heat wall mounted unit
DC Battery System	C&D 60 cell 3DJC-05HP	Included	Included
Battery Rack	C&D 2-tier RDB0801-7.3P	Included	Included
Battery Charger	La Marche A12B, 15A DC, 130V DC, 120V 60Hz AC	La Marche A12B-15-130V-A1-60L-52E#1	La Marche A12B-15-130V-A1-60L-03370
Eye Wash Station	One (1) Fendall 1000 or equiv. (w/ Saline Solution)	Included	Included
Battery Spill Containment System	Required.	Included	Included
Fire Extinguisher	Required.	Included	Included
Hydrogen Detector	Required.	Included	Included
Hydrogen Exhaust Fan	Required.	Included	Included
AC Panel	One (1) 225A, 120/240 single phase, 42 position NEMA 1 panel. 200A main breaker.	Included	Included
DC Panel	One (1) 225A, 125V DC, 42 position NEMA 1 panel. 200A main breaker.	Included	Included
DC Disconnect Switch	One (1) 200A, 125V DC, NEMA 1 Switch.	Included	Included
AC Manual Transfer Switch	One (1) 225A, 120/240 single phase, NEMA 1 Switch, Non-Fusible.	Included	Included
Breaker Test Cabinet	Required.	Included	Included
Lighting Contactor	Required with dusk-to-dawn photocell. Four (4) spare positions required.	Included	Included
Door Panic Bar	Required.	Included	Included
Door Lock	Required.	Included	Included
Door Contact Switch	Required.	Included	Included
Enclosure Temperature Alarm	Required.	Included	Included
File Cabinet	Required.	Included	Not Included
Finish	ANSI 61 gray exterior and white interior	ANSI 61 gray exterior and white interior	ANSI 61 gray exterior and white interior
Metal-Clad Switchgear	**Owner Specified**	**Switchgear Power Systems**	**Myers Power Products**
System Configuration	3-phase, 3-wire. Effectively grounded.	3-phase, 3-wire. Effectively grounded.	3-phase, 3-wire. Effectively grounded.
System Voltage	12.47 kV Nominal, 15 kV Maximum.	12.47 kV Nominal, 15 kV Maximum.	12.47 kV Nominal, 15 kV Maximum.
Main Bus Current Rating	1200 A	1200 A	1200 A
Transfer Bus Current Rating	1200 A	1200 A	1200 A
Bank Position Current Rating	1200 A	1200 A	1200 A
Feeder Position Current Rating	1200 A	1200 A	1200 A
Cap Bank Position Current Rating	1200 A	1200 A	1200 A
Short Circuit Current Rating	20 kA	25 kA	20 kA
Circuit Breaker Model	Not Specified. Determined by Contractor.	Eaton VCP-W	Myers HVF
Bus Material	Copper with silver plated joints.	Copper with silver plated joints.	Copper with silver plated joints.
Ground Bus	Minumum 1/4" x 2" silver plated copper.	1/4" x 2" silver plated copper.	1/4" x 2" silver plated copper.
Insulation	Fluidized-bed, track-resistant, epoxy.	Fluidized-bed, track-resistant, epoxy.	Fluidized-bed, track-resistant, epoxy.
Cubicle Space Heaters	Required and operated at half-voltage.	Included	Included
Cubicle Space Heater Ammeter(s)	Required.	Included	Included
Remote Racking	Required.	Included	Included
MOC Switches	Required with four (4) spare positions each.	Included	Included
TOC Switches	Required with four (4) spare positions each.	Included	Included
Ground Studs	Required with 5H rating and 3" nominal shank length.	Included	Included
Cable Compartment Sealing	Roxtec style sized to accept three (3) 750 MCM and one (1) 2/0 medium voltage cables.	Included	Included
Transfer Bus Switches	1200 A quick-make, quick-break switch with handle mounted on the front of the corresponding cubicle.	Included	Included
Surge Arresters	Intermediate Class, 7.65 kV MCOV.	Intermediate Class, 7.65 kV MCOV.	Intermediate Class, 7.65 kV MCOV.
Potential Transformers	0.3 accuracy class, Z burden. 1500VA @ 30 C Quantity and turn ratios as indicated on the reference drawings.	0.3 accuracy class, Z burden. 1500VA @ 30 C	0.3 accuracy class, Z burden. 1500VA @ 30 C
Current Transformers	C200 accuracy class. Quantity and turn ratios as indicated on the reference drawings.	C200 accuracy class	C200 accuracy class
Control Power Transformer	One (1) 120/240V single phase, 25 kVA.	One (1) 120/240V single phase, 25 kVA.	One (1) 120/240V single phase, 25 kVA.
Wiring Terminations	Ring-tongue, compression style.	Ring-tongue, compression style.	Ring-tongue, compression style.
Terminal Blocks	Marathon barrier style or equivalent.	Included	Included
Spare Equipment	Contractor recommended, inclusive but not limited to the list shown in Section 26 13 26.	Included	Included
Finish	White and white instrument compartment back pans.	White and white instrument compartment back pans.	White and white instrument compartment back pans.

TECHNICAL EVALUATION

working together with:

Project Execution	Owner Specified	Switchgear Power Systems	Myers Power Products
Owner/Engineer Review Submittals	30%, 60%, 90%, Fabrication, As-Built.	30%, 60%, 90%, Fabrication, As-Built.	Approval, Fabrication, and As-built Only Included
Relay Programming/Settings	Not Required (By Others) besides arc flash relay setting recommendations.	Not Included	Not Included
Owner/Engineer Witness Testing	Required. See Part 3 of Section 26 13 26	Included	Included
Site Assembly & Installation	Required. See Part 3 of Section 26 13 26	2 people/ 5 days onsite. Travel & living expenses billed at cost + 20%	Included
Site Testing	Required. See Part 3 of Section 26 13 26	1 person/ 5 days onsite. Travel & living expenses billed at cost + 20%	Included
Commissioning Support	Required. See Part 3 of Section 26 13 26	1 person/ 10 days onsite. Travel & living expenses billed at cost + 20%	Included
Training	Required. See Part 3 of Section 26 13 26	On-site commissioning oversight and support: 1 person/ 10 days onsite. Travel & living expenses billed at cost + 20%	Included

Cross Discipline
ENGINEERING
63 Truman Road, Suite 100, Marshfield, MO 65706
p: (417) 859-4441 f: (417) 859-4460

SECTION 00 11 16
INVITATION TO BID

Tuesday, March 28, 2023
City of Coffeyville – Municipal Light & Power
P.O. Box 1629
Coffeyville, KS 67337

Re: City of Coffeyville – Municipal Light & Power
North Industrial Park Substation – Switchgear: RFQ

You are invited to submit a proposal for the referenced project. **Sealed bids** must be received by **2:00 PM on Wednesday, April 26th.** Using the enclosed documents, please submit two (2) hard copies of your signed proposal and one (1) electronic copy, submitted on a USB Drive, to the Owner.

Proposals are to be delivered in person, mailed, or delivered by courier to:

City of Coffeyville
Attention: Melissa Carter, City Clerk
102 W. 7th Street
PO Box 1629
Coffeyville, KS 67337

Submit Registration and RFI's to:

Cross Discipline Engineering, LLC
Project Administrator: Becca Yates
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706
byates@crossdiscipline.com

Please note that the proposals **will be** opened publicly. Bids received after the time of the announced opening will not be accepted.

Bid security in the form of a certified check, bank money order, or bid bond in the amount of not less than 5% of the bid price, shall be submitted with each bid in accordance with the Instructions to Bidders.

The successful bidder will be required to furnish a satisfactory performance bond and payment bond in the full amount of the bid or proposal.

The City of Coffeyville reserves the right to reject any or all bids and to waive any informalities in bidding.

ACKNOWLEDGEMENT OF RECEIPT/REGISTRATION TO BID:
Must be received to be considered a registered bidder.

Switchgear Power Systems — Will submit ☒ yes ☐ no
COMPANY NAME

Philip Ball
BIDDER NAME

920-582-7277
BIDDER PHONE

pball@switchgearpower.com
BIDDER EMAIL

SECTION 00 43 00
BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in, and made a part of their Bid.

- ☐ Bid Security as defined in the Instructions to Bidders, Section 00 21 13
  - If through Bid Bond, use Bid Bond Form, Section 00 43 13
- ☐ Bidder Pricing & Delivery Schedule 00 40 41
- ☐ Bid Form, Section 00 41 00
- ☐ If applicable, Proposed Deviations & Exceptions, Section 00 45 00
- ☐ Non-Collusion Affidavit, Section 00 45 19
- ☐ Performance Bond, Section 00 61 13.13
- ☐ Payment Bond, Section 00 61 13.16
- ☐ Evidence of ability to meet insurance requirements as defined in the Supplementary Conditions, Section 00 72 00
- ☐ Technical Specifications Verification Form – Attachment to Section 26 13 26
- ☐ If addendum(s) were issued during the bidding process, check here and list which addendums were received in the following blank(s): Addendum #1 (4/12/23), Addendum #2 (4/12/23), Addendum #3 (4/18/23)

Schedule of Events

The City of Coffeyville has developed the following schedule of events for selection:

RFP Schedule	Timing
Send out Request for Proposals	March 28, 2023
Receive proposals from vendors	April 26, 2023 (2:00 p.m.)
Select vendor	Week of May 1, 2023
Recommendations to City Commission	May 5, 2023

All questions regarding this request for Proposal are to be directed to using RFI Form Section 00 63 13:

Cross Discipline Engineering, LLC
Project Administrator: Becca Yates
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706
byates@crossdiscipline.com

END OF SECTION

SECTION 00 40 41

BIDDER PRICING & DELIVERY SCHEDULE

Manufacturer/Vendor to enter product specifications in gray cells.

Coffeyville Municipal Light & Power

Vendor/Manufacturer	Switchgear Power Systems
Proposal No.	423-23
Proposal Expiration	60 Days
Shipping Origin	Winneconne, WI
Warranty Period	30 months from ship date or 24 months after energizing equipment (whichever comes first)

working together with:

Cross Discipline ENGINEERING

Total Equipment Cost	$1,365,100.00
Freight Cost	Included in quote (Travel & living expenses billed at cost + 20%)
Field Services Cost	Included in quote (Travel & living expenses billed at cost + 20%)
Owner Training Cost	Included in quote (Travel & living expenses billed at cost + 20%)
Total Cost	$ 1,365,100.00

Delivery Schedule

Shop Drawings - 30% Submittal	8-10 weeks ARO	After NTP
Shop Drawings - 60% Submittal	10-12 weeks ARO	After NTP
Shop Drawings - 90% Submittal	12-14 weeks ARO	After NTP
Site Delivery	62-66 weeks - AFTER DRAWING APPROVAL	

END OF SECTION

SECTION 00 41 00
BID FORM

North Industrial Park Substation – Switchgear: RFQ
City of Coffeyville – Municipal Light & Power

TABLE OF CONTENTS

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Coffeyville
Attention: Melissa Carter, City Clerk
102 W. 7th Street
PO Box 1629
Coffeyville, KS 67337

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	4/12/23
2	4/12/23
3	4/18/23

B. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

C. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided;

and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price $ $1,365,100.00

See attached Bidder Pricing & Delivery Schedule.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The documents attached are made a condition of this Bid.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the General Conditions Section 00 72 00.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): ______________________________

By: ______________________________

(Individual's signature)

Doing business as: ______________________________

Business address: ______________________________

____

Phone: ____________________ Facsimile: ____________________

E-mail address: ____________________

A Partnership

Partnership Name: ______________________________ (SEAL)

By: ______________________________

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): ______________________________

Business address: ______________________________

____

Phone: ____________________ Facsimile: ____________________

E-mail address: ____________________

A Corporation

Corporation Name: ______________________

State of Incorporation: ______________________

Type (General Business, Professional, Service, other): ______________________

By: ______________________

(Signature - attach evidence of authority to sign)

Name (typed or printed): ______________________

Title: ______________________

(CORPORATE SEAL)

Attest ______________________

(Signature of Corporate Secretary)

Business address: ______________________

____

Phone: ______________________ Facsimile: ______________________

E-mail address: ______________________

A Limited Liability Company (LLC)

LLC Name: SWITCHGEAR POWER SYSTEMS, LLC

State in which organized: WISCONSIN

By: [signature]

(Signature - attach evidence of authority to sign)

Name (typed or printed): Allan ZULEGER

Title: CFO

Business address: 202 W ENTERPRISE RD

WINNECONNE, WI 54986

Phone: 920-582-7277 Facsimile: 920-582-7270

E-mail address: AZULEGER@SWITCHGEARPOWER.COM

A Joint Venture

First Joint Venturer Name: ____ (SEAL)

By: ____

(Signature - attach evidence of authority to sign)

Name (typed or printed): ____

Title: ____

Business address: ____

____

Phone: ____________________________________Facsimile: _________________________

E-mail address: ______________________________

Second Joint Venturer Name: ____(SEAL)

By: ____

(Signature - attach evidence of authority to sign)

Name (typed or printed): ____

Title: ____

Business address: ____

____

Phone: ____________________________________Facsimile: _________________________

E-mail address: ______________________________

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture:__

____

____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

SECTION 00 45 05

Proposed Deviations & Exceptions Form

Please include any clarifications or deviations/exceptions in the gray area.

Coffeyville Municipal Light & Power *working together with:* Cross Discipline ENGINEERING

ID Number	Clarification or Exception	Specification Clause	Description	Owner/Engineer Response
1	See SPS quote document 423-23			
2				
3				
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19				
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END OF SECTION

Attachment 1

TECHNICAL SPECIFICATIONS VERIFICATION FORM

Manufacturer/Vendor to enter product specifications in gray cells.

Coffeyville Municipal Light & Power *working together with:* Cross Discipline Engineering

Enclosed Aisle	Owner Specified	Contractor Specifications
Building Interior Size	26'-5" L x 14'-10" W x (By Vendor) H (approx.)	Exterior 30'L x 15'W x12'H
Shipping Split Quantity	Not Specified. Determined by Contractor.	N/A
Aisle Width	Not Specified. Determined by Contractor.	N/A
Floor Load	250 psf	250 psf
Roof Load	80 psf	80 psf
Wind Load	120 mph	120 mph
Seismic Design Category	A	B
Wall System	IMP with inner and outer walls of 26 ga. Steel and inner foam barrier.	SPS standard construction
Aisle Doorways	One (1) 4' W x 8' H, One (1) 3.5' W x 7' H	2@42"W x 8'H
External Ground Pads	Four (4) NEMA drilled (one at each corner)	Yes
HVAC	Not Specified. Sizing determined by Contractor per Section 26 13 26.	See Quote
DC Battery System	C&D 60 cell 3DJC-05HP	Yes
Battery Rack	C&D 2-tier RDB0801-7.3P	Yes
Battery Charger	La Marche A12B, 15A DC, 130V DC, 120V 60Hz AC	Yes
Eye Wash Station	One (1) Fendall 1000 or equiv. (w/ Saline Solution)	Yes
Battery Spill Containment System	Required.	See Quote
Fire Extinguisher	Required.	See Quote
Hydrogen Detector	Required.	See Quote
Hydrogen Exhaust Fan	Required.	See Quote
AC Panel	One (1) 225A, 120/240 single phase, 42 position NEMA 1 panel. 200A main breaker.	Quoted
DC Panel	One (1) 225A, 125V DC, 42 position NEMA 1 panel. 200A main breaker.	Quoted
DC Disconnect Switch	One (1) 200A, 125V DC, NEMA 1 Switch.	Quoted
AC Manual Transfer Switch	One (1) 225A, 120/240 single phase, NEMA 1 Switch, Non-Fusible.	Quoted
Breaker Test Cabinet	Required.	Quoted
Lighting Contactor	Required with dusk-to-dawn photocell. Four (4) spare positions required.	Quoted
Door Panic Bar	Required.	Yes
Door Lock	Required.	Yes
Door Contact Switch	Required.	Yes
Enclosure Temperature Alarm	Required.	Yes
File Cabinet	Required.	Yes
Finish	ANSI 61 gray exterior and white interior	Yes

Attachment 1

TECHNICAL SPECIFICATIONS VERIFICATION FORM

Manufacturer/Vendor to enter product specifications in gray cells.

working together with:

Metal-Clad Switchgear	Owner Specified	Contractor Specifications
System Configuration	3-phase, 3-wire. Effectively grounded.	Yes
System Voltage	12.47 kV Nominal, 15 kV Maximum.	Yes
Main Bus Current Rating	1200 A	Yes
Transfer Bus Current Rating	1200 A	Yes
Bank Position Current Rating	1200 A	Yes
Feeder Position Current Rating	1200 A	Yes
Cap Bank Position Current Rating	1200 A	Yes
Short Circuit Current Rating	20 kA	Yes
Bus Material	Copper with silver plated joints.	Yes
Ground Bus	Minumum 1/4" x 2" silver plated copper.	Yes
Insulation	Fluidized-bed, track-resistant, epoxy.	Yes
Cubicle Space Heaters	Required and operated at half-voltage.	Yes
Cubicle Space Heater Ammeter(s)	Required.	Yes
Remote Racking	Required.	Yes
MOC Switches	Required with four (4) spare positions each.	Yes
TOC Switches	Required with four (4) spare positions each.	Yes
Ground Studs	Required with 5H rating and 3" nominal shank length.	Yes
Cable Compartment Sealing	Roxtec style sized to accept three (3) 750 MCM and one (1) 2/0 medium voltage cables.	Yes
Transfer Bus Switches	1200 A quick-make, quick-break switch with handle mounted on the front of the corresponding cubicle.	Yes
Surge Arresters	Intermediate Class, 7.65 kV MCOV.	Yes
Potential Transformers	0.3 accuracy class, Z burden. 1500VA @ 30 C Quantity and turn ratios as indicated on the reference drawings.	Yes
Current Transformers	C200 accuracy class. Quantity and turn ratios as indicated on the reference drawings.	Yes
Control Power Transformer	One (1) 120/240V single phase, 25 kVA.	Yes
Wiring Terminations	Ring-tongue, compression style.	Yes
Terminal Blocks	Marathon barrier style or equivalent.	Yes
Spare Equipment	Contractor recommended, inclusive but not limited to the list shown in Section 26 13 26.	Yes - see quote
Finish	White and white instrument compartment back pans.	Yes
Project Execution	**Owner Specified**	**Contractor Specifications**
Owner/Engineer Review Submittals	30%, 60%, 90%, Fabrication, As-Built.	Yes See quote
Relay Programming/Settings	Not Required (By Others) besides arc flash relay setting recommendations.	Not Included
Owner/Engineer Witness Testing	Required. See Part 3 of Section 26 13 26	No Charge
Site Assembly & Installation	Required. See Part 3 of Section 26 13 26	2 people/ 5 days onsite. Travel & living expenses billed at cost + 20%
Site Testing	Required. See Part 3 of Section 26 13 26	1 person/ 5 days onsite. Travel & living expenses billed at cost + 20%
Training	Required. See Part 3 of Section 26 13 26	On-site commissioning oversight and support: 1 person/ 10 days onsite. Travel & living expenses billed at cost + 20%

END OF SECTION

SECTION 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Switchgear Power Systems, LLC
202 West Enterprise Road, Winneconne, WI 54986

SURETY *(Name, and Address of Principal Place of Business)*:

Employers Mutual Casualty Company
717 Mulberry Street/ P.O. Box 712
Des Moines, Iowa 50306

OWNER *(Name and Address)*:

City of Coffeyville
102 West 7th Street/ P.O. Box 1629
Coffeyville, KS 67337

BID

Bid Due Date: April 26, 2023

Description *(Project Name— Include Location)*:
North Industrial Park Substation - Switchgear

BOND

Bond Number: SPS042623-BB1

Date: April 21, 2023

Penal sum Five Percent Amount Bid (Words) $ 5% Amount Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Switchgear Power Systems, LLC (Seal)	Employers Mutual Casualty Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
ALLAN ZULEGER	Jennifer Naber
Print Name	Print Name
CFO	Attorney-in-Fact
Title	Title
Attest: Signature	Attest: Signature
WITNESS	Witness
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
   1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
   1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JENNIFER NABER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Scott R. Jean

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of April , 2023 .

Ryan J. Springer
Vice President

SECTION 00 45 05

Proposed Deviations & Exceptions Form

Please include any clarifications or deviations/exceptions in the gray area.

Coffeyville Municipal Light & Power *working together with:* Cross Discipline ENGINEERING

ID Number	Clarification or Exception	Specification Clause	Description	Owner/Engineer Response
1	See "Clarifications/ Exceptions"	on quote 423-23		
2				
3				
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20				

END OF SECTION

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

STATE OF Wisconsin

COUNTY OF Winnebago

Allan Zuleger, being first and duly sworn,

deposes and says that he/she is CFO
(sole owner, partner, president, etc)

of Switchgear Power Systems, LLC,
the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of any other bidder, or to secure any advantage against the City of Coffeyville or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Signature [signature]

Title CFO

Sworn to and subscribed before me this 24TH day of APRIL, 2023.

JULIANNE M. MATSCHE NOTARY PUBLIC STATE OF WISCONSIN

Notary Public in and for

Winnebago County, WI

My commission expires 2-12-24

[signature]

END OF SECTION

City of Coffeyville – Municipal Light & Power Attn: Melissa Carter

Quote No: 423-23 Rev. Date: 4/26/23 Ref: North Industrial Park Substation

Quoted By	FOB	Shipping Terms	Lead Time	Payment terms
Philip Ball	See Attachment A	See Attachment A	See Attachment A	See Attachment A

Line Item	Qty	Description	Unit Price	Line Total
1	1	15kV, 1200 Amp, Metal Clad Switchgear and Power Distribution Center Per The Description and BOM Listed Below.	$1,365,100.00	$1,365,100.00

Quote price includes SPS personnel as follows:

- Equipment offloading, alignment, assembly: 2 people/ 5 days onsite included in quote. Travel & living expenses billed at cost + 20%
- Field testing after assembly: 1 person/ 5 days onsite included in quote. Travel & living expenses billed at cost + 20%
- On-site commissioning oversight and support: 1 person/ 10 days onsite included in quote. Travel & living expenses billed at cost + 20%

Item #1

System Parameters:
Maximum Voltage: 15kV
Nominal Voltage: 12470V
Short Circuit Rating: 40kA
Phase sequence: ABC (left to right when standing in front of switchgear)
BIL: 95kV

Bus Specifications:
Main Bus Insulation: Fluidized Bed Epoxy
Main Bus Rating: 1200 amp
Main Bus Material: One Layer 1/4" x 4" Rounded Edge Copper
Main Bus Plating: Silver
Ground Bus: 1/4" X 2"
Ground Bus Plating: Silver

Bus Supports:
Inner Unit Bus Supports: Glass Polyester
Insulator Material: Bisphenol-A /Cycloaliphatic

Structure Specifications:
Enclosure Type: Indoor
Enclosure Material: 11 gauge galvanneal steel
Front Door Latching: Lift and Turn
Interior Paint Color: Gloss White
Exterior Paint Color: Gloss White
Paint Standard: C57.12.28
Rear Door Access: Access doors
Floor Plate: None

Breaker Specifications:
MOC: Yes, 5A/ 4B
TOC: Yes, 4A/ 5B

Control Power Specifications:
Breaker Control Power Source: CPT, 120/240V, single phase, 25kVA
Charging Motor Voltage: 120VAC
Close Coil Voltage: 120VAC
1st Trip Coil Voltage: 120VAC
2nd Trip Coil Voltage: None

Wiring Specifications:
Control Wire Gauge: Standard #14 SIS
Control Wire Color: Gray
CT Wire Gauge: Standard #10 SIS
PT Wire Gauge: Standard #12 SIS
CT Wire Color: Gray
Wire Label Type: Adhesive Wrap Around
Terminal Type: Insulated Ring
Wire Label Text: Origin/Destination

Additional Requirements:
NRTL Label: No
Future Expansion: No
Mimic Bus
Name Plates
High impact resistant switch blade viewing window

Shipping Info:
Number of Sections: 6
Approximate Dimensions: 240”W x 95”D x 96”H
Approximate Weight: 2925 lbs per Sections

One Main Breaker Sections (96”H x 36”W x 95”D) Shall Be Supplied With The Following (Cubicle #1):
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Mini-module, 15kV, 1200 amp, 25kA, roll-in, Eaton
1 – MOC switch, 5A/ 4B contacts, Eaton
1 – TOC switch, 4A/ 5B contacts, Eaton
1 – Potential transformer drawer, 15kV, draw-out type
4 – Potential transformers,15kV, 70:1Vac, ABB VIZ-11 or equal
9 – Current transformers, 1200:5MR amp window type, C200, Amran CT102-122MR
4 – Test switch, FT-19R, ABB
1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
1 – Transformer protection relay, SEL-787, #07872EE1A1A0X7985A600
1 – Multimode arc-flash detection fiber-optic cable, SEL-C804
1 – Circuit breaker control switch, Electroswitch
1 – Lock out relay, Electroswitch
1 – Indicating light, LED, green, GE
1 – Indicating light, LED, red, GE
1 – Indicating light, LED, amber, GE
1 – Ammeter, Simpson or equal
1 – LED light fixture 14 inch AFX NLLP2-14WH
1 – Duplex receptacle, 120 Vac, GFCI, 20 amp
2 – Thermostatically controlled strip heater, 240Vac, 500Watts operated at 120Vac
1 – Lot silver-plated copper bus bars

One Feeder Breaker Section (96”H x 36”W x 95”D) Shall Be Supplied With The Following (Cubicle #2):
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Mini-module, 15kV, 1200 amp, 25kA, roll-in, Eaton
1 – MOC switch, 5A/ 4B contacts, Eaton
1 – TOC switch, 4A/ 5B contacts, Eaton
6 – Current transformers, 1200:5MR amp window type, C200, Amran CT102-122MR
2 – Test switch, FT-19R, ABB
1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
1 – Multimode arc-flash detection fiber-optic cable, SEL-C804
1 – Electric position monitor, Franklin #1250-LTC-1-R-S
1 – Loadbreak switch, 17kV, 1200 amp, 40kA, ABB Versarupter
1 – Switch handle, ABB
1 – Control power transformer, single phase, 7200-120/240V, 25kVA, Specialty Magnetics or equal
1 – Fuse drawer, 15kV, draw-out type
1 – Fuses, 15kV, 5E amp
1 – Potential transformers,15kV, 70:1Vac, ABB VIZ-11 or equal
1 – Circuit breaker control switch, Electroswitch

3 – Lock out relay, Electroswitch
1 – Indicating light, LED, green, GE
1 – Indicating light, LED, red, GE
1 – Secondary breaker, 200 amp
1 – Ammeter, Simpson or equal
3 – Surge arresters, intermediate class, 7.65kV MCOV Ohio Brass or equal
3 – Ground ball studs & covers
1 – Lot key interlocks
2 – Thermostatically controlled strip heater, 240Vac, 500Watts operated at 120Vac
1 – Lot silver-plated copper bus bars

One Feeder Breaker Section (96"H x 36"W x 95"D) Shall Be Supplied With The Following (Cubicle #3):
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Mini-module, 15kV, 1200 amp, 25kA, roll-in, Eaton
1 – MOC switch, 5A/ 4B contacts, Eaton
1 – TOC switch, 4A/ 5B contacts, Eaton
6 – Current transformers, 1200:5MR amp window type, C200, Amran CT102-122MR
4 – Test switch, FT-19R, ABB
1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
1 – High-impedance differential relay, SEL-587Z, #0587Z0X325H12XX
1 – Multimode arc-flash detection fiber-optic cable, SEL-C804
1 – Loadbreak switch, 17kV, 1200 amp, 40kA, ABB Versarupter
1 – Switch handle, ABB
1 – Circuit breaker control switch, Electroswitch
1 – Lock out relay, Electroswitch
1 – Indicating light, LED, green, GE
1 – Indicating light, LED, red, GE
3 – Surge arresters, intermediate class, 7.65kV MCOV Ohio Brass or equal
1 – Ammeter, Simpson or equal
3 – Ground ball studs & covers
1 – Lot key interlocks
2 – Thermostatically controlled strip heater, 240Vac, 500Watts operated at 120Vac
1 – Lot silver-plated copper bus bars

One Feeder Breaker Section (96"H x 36"W x 95"D) Shall Be Supplied With The Following (Cubicle #4):
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Mini-module, 15kV, 1200 amp, 25kA, roll-in, Eaton
1 – MOC switch, 5A/ 4B contacts, Eaton
1 – TOC switch, 4A/ 5B contacts, Eaton
6 – Current transformers, 1200:5MR amp window type, C200, Amran CT102-122MR
4 – Test switch, FT-19R, ABB
1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
1 – Programmable automation controller, SEL-2411 #2411A1A522X3A851130
1 – Multimode arc-flash detection fiber-optic cable, SEL-C804
1 – Loadbreak switch, 17kV, 1200 amp, 40kA, ABB Versarupter
1 – Switch handle, ABB
1 – Circuit breaker control switch, Electroswitch
1 – Lock out relay, Electroswitch
1 – Indicating light, LED, green, GE
1 – Indicating light, LED, red, GE
3 – Surge arresters, intermediate class, 7.65kV MCOV Ohio Brass or equal
1 – Ammeter, Simpson or equal

3 – Ground ball studs & covers
1 – Lot key interlocks
2 – Thermostatically controlled strip heater, 240Vac, 500Watts operated at 120Vac
1 – Lot silver-plated copper bus bars

Two Feeder Breaker Sections (96"H x 36"W x 95"D) Shall Be Supplied With The Following (Cubicle #5 & #6):
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Mini-module, 15kV, 1200 amp, 25kA, roll-in, Eaton
1 – MOC switch, 5A/ 4B contacts, Eaton
1 – TOC switch, 4A/ 5B contacts, Eaton
6 – Current transformers, 1200:5MR amp window type, C200, Amran CT102-122MR
2 – Test switch, FT-19R, ABB
1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
1 – Multimode arc-flash detection fiber-optic cable, SEL-C804
1 – Loadbreak switch, 17kV, 1200 amp, 40kA, ABB Versarupter
1 – Switch handle, ABB
1 – Circuit breaker control switch, Electroswitch
1 – Lock out relay, Electroswitch
1 – Indicating light, LED, green, GE
1 – Indicating light, LED, red, GE
3 – Surge arresters, intermediate class, 7.65kV MCOV Ohio Brass or equal
1 – Ammeter, Simpson or equal
3 – Ground ball studs & covers
1 – Lot key interlocks
2 – Thermostatically controlled strip heater, 240Vac, 500Watts operated at 120Vac
1 – Lot silver-plated copper bus bars

Breaker Accessories Shipped Loose:
1 – Breaker test cabinet
1 – Breaker test jumper
1 – Set of standard breaker accessories
- Levering-in crank w/ clutch
- Extension rails (right & left, one set)
- Manual charging handle
- Set of rail clamps

6 – Wheel conversion kits
1 – Remote racking device

Spare Items Shipped Loose:
1 – Vacuum circuit breaker, 15kV, 1200A, 25kA, Eaton VCP-W #15VCP-W25
1 – Charging motor
5 – Indicating light, LED, green, GE
5 – Indicating light, LED, red, GE
5 – Indicating light, LED, amber, GE
3 – Fuses, 15kV, 5E amp
1 – Can touch-up paint, Gloss White

Power Distribution Center

General Construction:
PDC will be weatherproof outdoor weather tight construction design with self-supporting / self-framing interlocking panels. Base frame to be fabricated from structural steel channel, wide flange beams and angles forming a self-supporting grid to support the floor or brace for shipment as required.

Nominal Dimensions:
Length: 30'-0"
Width: 15'-0"
Ceiling Height: 10'-0"

Design:
Classification: General Purpose Non-Hazardous
Roof load: 30 psf International Building Code (latest revision)
Wind load: International Building Code (latest revision)
Floor loading: 250 psf DL + LL
Base deflection L/240
Roof panels: 12 gauge ASTM A653 Minimum
Exterior wall panels: 16 gauge ASTM A653 Minimum
Interior wall panels: 16 gauge ASTM A653
Ceiling panels: 14 gauge ASTM A653
Floor plate: .250" – Mild Steel
Base Frame: ASTM A572 (C10 & Larger) ASTM A36 (C8 & smaller)
Base Frame Coating: Bitumastic
Certified design calculations performed by a professional engineer registered in the state of Kansas.
Welding to be in accordance with the latest revision of AWS D1.1 structural welding code.
Paint finish: Acrylic Urethane over rust inhibiting Epoxy Primer to dry build of 3-4 mils. Paint finish meets or exceeds ANSI C57.12.28, Paint Specifications for Pad Mounted Equipment.
Exterior finish color: ANSI #61 Gray
Interior finish color: Gloss White
Floor finish color: ANSI #61 Gray with anti-skid

Insulation:
Roof insulation: R-19 Foil Faced Polyisocyanurate Foam Sheathing
Wall insulation: R-19 Foil Faced Polyisocyanurate Foam Sheathing
Floor insulation: R-19 Closed-cell spray applied polyurethane foam

Doors:
2 – Personnel Doors, Single Wide LHRB Door
- 2 - 3'-6" X 8'-0" X 3-1/2" 14ga Galvanneal Single Door Frame
- 2 - 3'-6" X 8'-0" X 1-3/4" 14ga Galvanneal, R9 Insulated Door
- 8 - 4-1/2" X 4-1/2" Standard Weight Hinges
- 2 – Door Closer
- 2 – Crash Chain
- 2 – Panic Push Bar Device
- 2 – Rim Cylinder, with disposable temporary core
- 2 – Lot - Gasket, D-Shaped Bulb Seal, EPDM Sponge Rubber

*Personnel and equipment doors will be provided with temporary construction cores only.
6 – Medium voltage rear access equipment doors
- 14 gauge, Galvanneal

- Pad-lockable door handles
- 3 point latching
- Grade 5 zinc plated hardware
- Door insulation: Foil lined foam board to R 12

8 – Danger High Voltage / Keep Out warning sign (or customer specified)

HVAC Equipment:

1 – Bard Manufacturing Company 6 ton HVAC unit or equal Wall mount with 10kW heat

- 240Vac, 1-phase, 60hz
- Low pressure switch
- High pressure switch
- Low ambient control
- Compressor anti-cycle relay
- Pleated return filter
- R410A refrigerant
- 20 Gauge Galvanized Cabinet

1 – Bard MC 4000 Series Dual Unit Lead/Lag Controller

- Electronic Temperature Control
- Digital Temperature display: F or C
- Cooling control stages: 2 for each A/C unit (4 total)
- Heating control stages: 1 for each A/C unit

Ventilation:

1 – Exhaust fan

- Direct Drive, Shutter Mounted, Speed Controllable
- Propeller Dia. 16 Inch
- CFM @ 0.000-In. SP - 1095
- CFM @ 0.125-In. SP - 720
- Motor RPM - 1550
- Voltage - 115
- Hz - 60
- Phase - 1
- Full Load Amps - 1.0
- HP - 1/20
- Height - 19-1/8”
- Width - 19-1/8”
- UL Listed for US and Canada
- Automatic Shutter

1 – Intake Louver

- Combination Louver/Adjustable Damper
- Max. Exhaust (CFM) - 1444
- Max. Intake (CFM) - 1005
- Outside Height (In.) - 23-1/2
- Outside Width (In.) - 23-1/2
- Number of Blades - 4
- Free Area (Square-Ft.) - 1.349
- Max. Velocity (FPM) - 3000
- Bird Screen and Screen Fasteners

Electrical Utilities:

1 – Interior conduit- exposed EMT conduit with set screw fittings as required by NEC
1 – Power wiring: #12 AWG Type THHN / THWN
1 – Control wiring: #12 AWG Type SIS
1 – HVAC controls: #18 AWG thermostat cable
9 - LED Light Fixtures
- Initial Delivered Lumens @ 25°C Ambient – 3,700
- Input Power - 39W
- E-conolight, E-LWT03

2 – Exterior Light Fixtures - LED
- 1450 - 6850 Lumens (adjustable)
- 120Vac
- Built-In Photocell switch
- Lithonia TWX2-LED-ALO-50K-MVOLT-PE-DDBTXD

2 – Emergency / EXIT lights
- Two 1.8W LED lamps for emergency light
- Test switch
- Status indicator
- Nickel-cadmium backup battery, rechargeable
- Lithonia ECRGC-RD-M6

2 – 3/Way Switches, 120 Vac, 20amp
7 – Interior duplex receptacles, 120 Vac, 20 amp

Distribution Panels:

1 – AC panel board
- 1-phase, 3wire
- 120/240 V, 225 amp
- 42 circuit
- 200A main breaker
- Lot breakers as required for utility circuits
- NEMA1 box
- NEMA1 cover
- Eaton or equal

1 – DC panel board
- 125Vdc, 225 amp
- 42 circuit
- Lot breakers as required for DC circuits
- NEMA1 box
- NEMA1 cover
- Eaton or equal

1 – Lot of 35 Linear Feet (approximate)
- Ladder Type, Aluminum
- 36" Wide Cable Tray
- 7 ¼" Side Rail Height
- 6" Load Depth
- 9" Rung Spacing
- Tray supported every 72" and at splices
- Strut supports anchored to ceiling
- All-thread hanger rods
- Trapeze strut supports

1 – Lot of 80 Linear Feet (approximate)
- 8” x 8” wireway
- NEMA 1

Grounding:
4 – Ground pads, 4-hole stainless steel welded to base frame
1 – Lot ground drops from ground loop to ground pads as required

Fire Protection:
1 – Smoke / Heat detector
- Gentex 9120
- Photoelectric type
- 120Vac with battery back-up
- Supplied with contacts for remote monitoring.

2 – Fire Extinguishers
- Dry Chemical, Extinguish Agent Type Monoammonium Phosphate
- Class ABC, UL Rating 4A:60B:C
- Capacity 10 lb.
- Height 19-1/2 In., Diameter 5 In.
- Operating Pressure 195 psi
- Discharge Time 17 to 21 sec., Range Max. 20 ft.
- Rechargeable

Accessories:
20 – C&D Technologies 3DJ-5HP, (125vdc system)
- Vented lead calcium battery
- 3 cell monobloc
- 130 A-hr. at the 8 hr. rate to 1.75 VPC at 77°F,1.215 specific gravity
- Fire retardant PVC Jar Material - 20+ year design life
- Standard Factory Test performed at the one (1) – hour rate to 1.75vpc at 77F
- 100% capacity acceptance criteria (for every cell)
- C&D Technologies #CW18522-PVC

1 – Accessory kit for 60 cells – 125vDC, #RE05648-2T
1 – Battery charger, LaMarche Model A12B-15-130V-A1-60L-52E#1 Filtered Battery Charger w/ stand
- 120V AC, 60 Hz Single-phase Input
- 130V DC, 15 Amp Output
- Filtered Battery Eliminator / Power Supply
- 52E#1 Digital LCD Display w/ Logging includes: 016 AC Breaker (2-P) & 017 DC Breaker (2-P)

1 – Battery rack, Two Tier, NON-Seismic, Painted, 7.3" Length, #RDB0801-7.3P
1 – Eagle Spill Containment System -25"x92" length, #SP25092L
1 – Eyewash station
- Sperian Fendall PureFlow 1000 32-001000-000
- 3.5 Gal. Fluid Cartridge

1 - Hydrogen Gas Detector
- Led Indicator Lights
- Internal 80db Alarm
- 120 Vac
- Eagle Eye Power Solutions - Model# HGD-2000

1 – Exhaust fan with timer located over battery rack
- Direct Drive

- Shutter Mounted
- Speed Controllable
- Programmable Timer

1 – DC Disconnect switch, 200A, 125vVDC, NEMA 1
1 – AC manual transfer switch,225A, 120/240V, non-fusible, single phase, NEMA 1
1 – **RTU/ Communication Panel #1 (90"H x 28"W x 20"D) Shall Be Supplied With the Following:**

- 1 – RTAC, SEL-3530 #3530#9B44
- 1 – Satellite-synchronized clock, SEL-2407 #24070001B

1 – **69kV CB 332 Panel #2 (90"H x 28"W x 20"D) Shall Be Supplied With the Following:**

- 1 – Line current differential system, SEL-311L #0311L0HDD3254XXXX
- 1 – Feeder protection relay, SEL-751, #751401ACA1A7085A600
- 4 – Test switch, FT-19R, ABB
- 3 – Lock out relay, Electroswitch
- 1 – Indicating light, LED, green, GE
- 2 – Indicating light, LED, red, GE

1 – Lot Roxtec sealing provisions
1 –Transition box (Marshall cabinet), NEMA 4X
1 – Lighting contactor

- Dawn to dusk photocell device
- Manual photocell bypass switch
- Four (4) spare positions for yard lighting circuits

1 – Roof bushing housing
3 – Roof bushings, 15kV, 110kV BIL, 1200 amp
1 – Filing cabinet, 15"W x 22"D x 52"H, 4 drawer, black
1 – Set of removable lifting lugs with hardware (shipped loose)
1 – Lot floor & wall cutouts as required for cables, conduits and cable trays.

The Following Items Shipped Loose For Field Installation By Others:

- Lifting lugs
- HVAC unit
- Exterior lighting
- Batteries (Verify)

Stairs and Landings:
None Provided

Clarifications/ Exceptions:

- All incoming / outgoing wire, and terminations by others.
- Relay settings coordination & programming by others.
- Spec section 2.2: Kansas does not enforce a statewide building code but authorizes local jurisdictions to adopt local building codes. It is up to the customer to inform SPS about any unique building codes based on the site location, or SPS will use IBC 2015 as the base building code.
- Spec section 2.2.D: The PDC will be designed to Risk Category III.
- Spec section 2.2.D: The PDC will be designed with the following importance factors - Wind: 1.0, Snow: 1.1, Seismic: 1.25.
- Spec section 2.2.D: The PDC will be designed with a ground snow load of 15 psf.
- Spec section 2.2.D: The PDC will be designed to Seismic Design Category B.
- Spec section 2.2.G: The PDC will be designed to the following roof load: Roof DL + Roof LL= 80 pfs.
- PDC standard design generally does not meet IECC or ANSI/ASHRAE 90.1, Please contact factory for an updated price if required.
- Spec section 2.2.J.2: SPS is quoting both personnel doors at 42"W x 8'H.
- Personnel and equipment doors will be provided with construction cores only.
- Quoted price is for above equipment descriptions & BOM's only, if additional or different components are required the price is subject to change.
- Foundation design by others.
- Dimensions & weights shown are approximate only and are not for construction purposes.
- Standard SPS factory production testing is included in the quoted price.
- Field-testing & demonstration are not included in the quoted price but is available contact the factory for rates.
- Switchgear Power Systems standard warranty was quoted, 30 months from ship date or 24 months after energizing equipment (whichever comes first).
- If SPS is required to put the equipment into storage the warranty period is 18 months starting the date the equipment goes into storage.
- Standard SPS terms and conditions apply.
- Quote price expires in 60 days

Material shortage clause

"The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of SPS's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting SPS's performance, SPS shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances SPS may not be able to comply with the originally agreed delivery or completion schedule and that SPS shall not be liable for any liquidated or actual damages in connection thereto."

Price Escalation

Due to the uncertainty of raw material price increases, SPS will adopt the following formula in calculating Price Escalation Change Order. Price Escalation Change Order = ((PPI at time of SPS Release for Manufacturing / PPI at time of SPS Quote) – 1) X (SPS Accepted Customer PO Price X Material Category %). PPI = Bureau of Labor Statistics Producer Price Indexes (PPI) for categories identified below. Price Escalations shall only apply if the Price Escalation Change Order increase is greater than 3%.

1. Sheet Metal PPI Index WPU1017
    a. 6.5% of the base price shall be subject to escalation based on increases to this category.
2. Copper PPI Index WPUSI019011
    a. 3.5% of the base price shall be subject to escalations based on increases to this category.
3. Circuit Breakers WPU11710143
    a. 6.5% of the base price shall be subject to escalations based on increases to this category.

ATTACHMENT A

1. Freight terms: Allowed (A freight surcharge may be applied to the invoice based on fuel pricing at time of shipment.)
2. FOB: Destination
3. Offloading & placement: by SPS. (A surcharge may be applied to the invoice based on crane pricing at time of placement.)
4. Any site modifications required to off load or deliver the equipment shall be the responsibility of others.
5. If a steerable trailer is required to ship the equipment additional charges may be applied.
6. Estimated Equipment lead time: 62-66 weeks **after drawing approval & release for construction.**
7. Estimated Approval Drawing Lead time:
    - 30% Approval Drawings 8-10 weeks ARO
    - 60% Approval Drawings 10-12 weeks ARO
    - 90% Approval Drawings 12-14 weeks ARO
8. Lead times are based on current factory loading at time of quote & current component availability, lead times are subject to change based on current factory loading & current component lead times at receipt of order **and/or at drawing and BOM approval**.
9. Lead times are based on current factory loading at time of quote & current component availability, lead times are subject to change based on current factory loading & current component lead times at receipt of order.
10. Progress payment terms: 20% at drawing submittal net 30 days, 30% at release for construction net 30 days, 50% at shipment net 30 days.

Order Cancellation Fee Schedule:

- 20% After Order Acknowledgement
- 40% After Submittal
- 100% After customer approval for manufacture

On Site Field Assembly Shall Include The Following:

a. Inspect site for proper truck access, any safety concerns including overhead lines, and any special offloading equipment needs. Any site modifications that may be required are the responsibility of others.
b. Inspect concrete foundation for cleanliness and levelness (shoot with Transit)
c. Prep foundation for final PDC placement including chalk lines for layout and shim locations
d. Prep PDC for final placement including removing and discarding wrapping materials
e. Set PDC onto foundation including cost of crane and/or other handling equipment

Included (or not)

A. Uncrate breakers and install in switchgear.
B. Re mount and reconnect AC units.
C. Re install all exterior and interior lights.
D. Anchoring PDC to piers, foundation or pad.

Cross Discipline
ENGINEERING
63 Truman Road, Suite 100, Marshfield, MO 65706
p: (417) 859-4441 f: (417) 859-4460

SECTION 00 11 16
INVITATION TO BID

Tuesday, March 28, 2023
City of Coffeyville – Municipal Light & Power
P.O. Box 1629
Coffeyville, KS 67337

Re: City of Coffeyville – Municipal Light & Power
North Industrial Park Substation – Switchgear: RFQ

You are invited to submit a proposal for the referenced project. **Sealed bids** must be received by **2:00 PM on Wednesday, April 26th.** Using the enclosed documents, please submit two (2) hard copies of your signed proposal and one (1) electronic copy, submitted on a USB Drive, to the Owner.

Proposals are to be delivered in person, mailed, or delivered by courier to:

City of Coffeyville
Attention: Melissa Carter, City Clerk
102 W. 7th Street
PO Box 1629
Coffeyville, KS 67337

Submit Registration and RFI's to:

Cross Discipline Engineering, LLC
Project Administrator: Becca Yates
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706
byates@crossdiscipline.com

Please note that the proposals **will be** opened publicly. Bids received after the time of the announced opening will not be accepted.

Bid security in the form of a certified check, bank money order, or bid bond in the amount of not less than 5% of the bid price, shall be submitted with each bid in accordance with the Instructions to Bidders.

The successful bidder will be required to furnish a satisfactory performance bond and payment bond in the full amount of the bid or proposal.

The City of Coffeyville reserves the right to reject any or all bids and to waive any informalities in bidding.

ACKNOWLEDGEMENT OF RECEIPT/REGISTRATION TO BID:
Must be received to be considered a registered bidder.

Myers Power Products, Inc, Will submit ☑ yes ☐ no
COMPANY NAME

Donald Norris
BIDDER NAME

713.644.8182
BIDDER PHONE

dnorris@mielectric.com
BIDDER EMAIL

Myers Power Products, Inc.

Power Delivery Solutions for . . .

Utility **Oil & Gas** **Industrial** **Transit**

Myers Power Products
– City of Coffeyville, Coffeyville KS –
North Industrial Park Substation – Switchgear Proposal

4/26/23

Prepared For:

Coffeyville Municipal Light & Power

The Myers Power Products Family of Companies

Power Products | Controlled Power | M&I Electric | RSE-SIERRA | RYCO | Power Pedestals | Pacific Utility Products

Empowering Energy Since 1946

Certified WBENC

50043-TX1 Cross Discipline Eng.
CMLP: North Industrial Park Substation
Rev #0
Coffeyville, KS

Attn: Lars Tuveson

System Proposal for:
General Purpose Power Distribution Center
125VDC Battery System
Medium Voltage Metal-Clad Switchgear
Relay Panels
Field Services

Table of Contents

Cross Discipline
ENGINEERING
63 Truman Road, Suite 100, Marshfield, MO 65706
p: (417) 859-4441 f: (417) 859-4460

SECTION 00 11 16
INVITATION TO BID

Tuesday, March 28, 2023
City of Coffeyville – Municipal Light & Power
P.O. Box 1629
Coffeyville, KS 67337

Re: City of Coffeyville – Municipal Light & Power
North Industrial Park Substation – Switchgear: RFQ

You are invited to submit a proposal for the referenced project. **Sealed bids** must be received by **2:00 PM on Wednesday, April 26th.** Using the enclosed documents, please submit two (2) hard copies of your signed proposal and one (1) electronic copy, submitted on a USB Drive, to the Owner.

Proposals are to be delivered in person, mailed, or delivered by courier to:

City of Coffeyville
Attention: Melissa Carter, City Clerk
102 W. 7th Street
PO Box 1629
Coffeyville, KS 67337

Submit Registration and RFI's to:

Cross Discipline Engineering, LLC
Project Administrator: Becca Yates
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706
byates@crossdiscipline.com

Please note that the proposals **will be** opened publicly. Bids received after the time of the announced opening will not be accepted.

Bid security in the form of a certified check, bank money order, or bid bond in the amount of not less than 5% of the bid price, shall be submitted with each bid in accordance with the Instructions to Bidders.

The successful bidder will be required to furnish a satisfactory performance bond and payment bond in the full amount of the bid or proposal.

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Must be received to be considered a registered bidder.

Myers Power Products, Inc, — Will submit ☑ yes ☐ no
COMPANY NAME

Donald Norris
BIDDER NAME

713.644.8182
BIDDER PHONE

dnorris@mielectric.com
BIDDER EMAIL

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Coffeyville
Attention: Melissa Carter, City Clerk
102 W. 7th Street
PO Box 1629
Coffeyville, KS 67337

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including ~~without limitation~~ those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	4/13/23
2	4/13/23
3	4/18/23

B. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

C. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided;

and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price $ 1,420,198.00

See attached Bidder Pricing & Delivery Schedule.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The documents attached are made a condition of this Bid.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the General Conditions Section 00 72 00.

SECTION 00 40 41

BIDDER PRICING & DELIVERY SCHEDULE

Manufacturer/Vendor to enter product specifications in gray cells.

Vendor/Manufacturer	Myers Power Products, Inc.
Proposal No.	50043-TX1
Proposal Expiration	5/26/2023
Shipping Origin	Ontario, CA
Warranty Period	24 months from delivery

working together with:

Total Equipment Cost	$	1,192,975.00
Freight Cost	$	88,249.00
Field Services Cost	$	98,811.00
Owner Training Cost	$	40,163.00
Total Cost	$	1,420,198.00

Delivery Schedule

Shop Drawings - 30% Submittal	See Proposal	After NTP
Shop Drawings - 60% Submittal	See Proposal	After NTP
Shop Drawings - 90% Submittal	See Proposal	After NTP
Site Delivery	60-68 WEEKS	After ~~NTP~~ ARO

NOTE: Delivery date has yet to be determined. Coordination between manufacturer and Project Engineer may be required for on-site delivery.

END OF SECTION

A Corporation

Corporation Name: Myers Power Products, Inc.

State of Incorporation: Delaware

Type (General Business, Professional, Service, other): ____________________

By: Tom Rothenberger

(Signature - attach evidence of authority to sign)

Name (typed or printed): Tom Rothenberger

Title: Vice-President

(CORPORATE SEAL)

Attest: Patricia Pane

(Signature of Corporate Secretary)

Business address: 2950 E. Philadelphia Street
Ontario, CA 91761

Phone: 909-923-1800 Facsimile: 909-923-1806

E-mail address: ____________________

~~A Limited Liability Company (LLC)~~

~~LLC Name: ____________________~~

~~State in which organized: ____________________~~

~~By: ____________________~~

~~*(Signature - attach evidence of authority to sign)*~~

~~Name (typed or printed): ____________________~~

~~Title: ____________________~~

~~Business address: ____________________~~

~~Phone: ____________________ Facsimile: ____________________~~

~~E-mail address: ____________________~~

SECTION 00 43 00
BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in, and made a part of their Bid.

- ☑ Bid Security as defined in the Instructions to Bidders, Section 00 21 13
  - If through Bid Bond, use Bid Bond Form, Section 00 43 13
- ☑ Bidder Pricing & Delivery Schedule 00 40 41
- ☑ Bid Form, Section 00 41 00
- ☑ If applicable, Proposed Deviations & Exceptions, Section 00 45 00
- ☑ Non-Collusion Affidavit, Section 00 45 19
- ☐ Performance Bond, Section 00 61 13.13
- ☐ Payment Bond, Section 00 61 13.16
- ☑ Evidence of ability to meet insurance requirements as defined in the Supplementary Conditions, Section 00 72 00
- ☑ Technical Specifications Verification Form – Attachment to Section 26 13 26
- ☑ If addendum(s) were issued during the bidding process, check here and list which addendums were received in the following blank(s): 1, 2 & 3

Schedule of Events

The City of Coffeyville has developed the following schedule of events for selection:

RFP Schedule	Timing
Send out Request for Proposals	March 28, 2023
Receive proposals from vendors	April 26, 2023 (2:00 p.m.)
Select vendor	Week of May 1, 2023
Recommendations to City Commission	May 5, 2023

All questions regarding this request for Proposal are to be directed to using RFI Form Section 00 63 13:

Cross Discipline Engineering, LLC
Project Administrator: Becca Yates
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706
byates@crossdiscipline.com

END OF SECTION

SECTION 00 45 05

Proposed Deviations & Exceptions Form

Please include any clarifications or deviations/exceptions in the gray area.

Coffeyville Municipal Light & Power *working together with:* Cross Discipline ENGINEERING

ID Number	Clarification or Exception	Specification Clause	Description	Owner/Engineer Response
1	See Proposal			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

END OF SECTION

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

A notary public or other officer comple... this certificate verifies only the identity o... the individual who signed the document : which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF San Bernardino

Tom Rothenberger, being first and duly sworn,

deposes and says that he/she is Vice-President
(sole owner, partner, president, etc)

of Myers Power Products, Inc.,
the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of any other bidder, or to secure any advantage against the City of Coffeyville or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Signature Tom Rothenberger

Title Vice-President

Sworn to and subscribed before me this 25th day of April, 20 23.

Patrice Davezan Notary Public in and for

San Bernardino County, ________

PATRICE DAVEZAN
COMM. # 2350184
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP. MAR. 30, 2025

My commission expires March 30, 2025

END OF SECTION

Attachment 1

TECHNICAL SPECIFICATIONS VERIFICATION FORM

Manufacturer/Vendor to enter product specifications in gray cells.

working together with:

Enclosed Aisle	Owner Specified	Contractor Specifications
Building Interior Size	26'-5" L x 14'-10" W x (By Vendor) H (approx.)	29'4" L x 14'4" W x 10' H
Shipping Split Quantity	Not Specified. Determined by Contractor.	no split
Aisle Width	Not Specified. Determined by Contractor.	6'
Floor Load	250 psf	Y
Roof Load	80 psf	Y
Wind Load	120 mph	Y
Seismic Design Category	A	Y
Wall System	IMP with inner and outer walls of 26 ga. Steel and inner foam barrier.	14 gauge A60 Galvanneal Sheet Metal Interlocking panels with R-15 fiberglass insulation
Aisle Doorways	One (1) 4' W x 8' H, One (1) 3.5' W x 7' H	Y
External Ground Pads	Four (4) NEMA drilled (one at each corner)	Y
HVAC	Not Specified. Sizing determined by Contractor per Section 26 13 26.	1 - 5 Ton Wall mounted unit
DC Battery System	C&D 60 cell 3DJC-05HP	Y
Battery Rack	C&D 2-tier RDB0801-7.3P	C&D RDB0801-7.3P 2T
Battery Charger	La Marche A12B, 15A DC, 130V DC, 120V 60Hz AC	Lamarche A12B-15-130V-A1-60L-03370
Eye Wash Station	One (1) Fendall 1000 or equiv. (w/ Saline Solution)	Y
Battery Spill Containment System	Required.	Y
Fire Extinguisher	Required.	Y
Hydrogen Detector	Required.	Y
Hydrogen Exhaust Fan	Required.	Y
AC Panel	One (1) 225A, 120/240 single phase, 42 position NEMA 1 panel. 200A main breaker.	Y
DC Panel	One (1) 225A, 125V DC, 42 position NEMA 1 panel. 200A main breaker.	Y
DC Disconnect Switch	One (1) 200A, 125V DC, NEMA 1 Switch.	Y
AC Manual Transfer Switch	One (1) 225A, 120/240 single phase, NEMA 1 Switch, Non-Fusible.	Y
Breaker Test Cabinet	Required.	Y
Lighting Contactor	Required with dusk-to-dawn photocell. Four (4) spare positions required.	Y
Door Panic Bar	Required.	Y
Door Lock	Required.	Y
Door Contact Switch	Required.	Y
Enclosure Temperature Alarm	Required.	Y
File Cabinet	Required.	N
Finish	ANSI 61 gray exterior and white interior	Y

Attachment 1

TECHNICAL SPECIFICATIONS VERIFICATION FORM

Manufacturer/Vendor to enter product specifications in gray cells.

working together with:

Metal-Clad Switchgear	Owner Specified	Contractor Specifications
System Configuration	3-phase, 3-wire. Effectively grounded.	Y
System Voltage	12.47 kV Nominal, 15 kV Maximum.	Y
Main Bus Current Rating	1200 A	Y
Transfer Bus Current Rating	1200 A	Y
Bank Position Current Rating	1200 A	Y
Feeder Position Current Rating	1200 A	Y
Cap Bank Position Current Rating	1200 A	Y
Short Circuit Current Rating	20 kA	Y
Bus Material	Copper with silver plated joints.	Y
Ground Bus	Minumum 1/4" x 2" silver plated copper.	Y
Insulation	Fluidized-bed, track-resistant, epoxy.	Y
Cubicle Space Heaters	Required and operated at half-voltage.	Y
Cubicle Space Heater Ammeter(s)	Required.	Y
Remote Racking	Required.	Y
MOC Switches	Required with four (4) spare positions each.	Y
TOC Switches	Required with four (4) spare positions each.	Y
Ground Studs	Required with 5H rating and 3" nominal shank length.	Y
Cable Compartment Sealing	Roxtec style sized to accept three (3) 750 MCM and one (1) 2/0 medium voltage cables.	Y
Transfer Bus Switches	1200 A quick-make, quick-break switch with handle mounted on the front of the corresponding cubicle.	Y
Surge Arresters	Intermediate Class, 7.65 kV MCOV.	Y
Potential Transformers	0.3 accuracy class, Z burden. 1500VA @ 30 C Quantity and turn ratios as indicated on the reference drawings.	Y
Current Transformers	C200 accuracy class. Quantity and turn ratios as indicated on the reference drawings.	Y
Control Power Transformer	One (1) 120/240V single phase, 25 kVA.	Y
Wiring Terminations	Ring-tongue, compression style.	Y
Terminal Blocks	Marathon barrier style or equivalent.	Y
Spare Equipment	Contractor recommended, inclusive but not limited to the list shown in Section 26 13 26.	Y
Finish	White and white instrument compartment back pans.	Y
Project Execution	**Owner Specified**	**Contractor Specifications**
Owner/Engineer Review Submittals	30%, 60%, 90%, Fabrication, As-Built.	See Proposal
Relay Programming/Settings	Not Required (By Others) besides arc flash relay setting recommendations.	Y
Owner/Engineer Witness Testing	Required. See Part 3 of Section 26 13 26	Y
Site Assembly & Installation	Required. See Part 3 of Section 26 13 26	Y
Site Testing	Required. See Part 3 of Section 26 13 26	Y
Training	Required. See Part 3 of Section 26 13 26	Y

END OF SECTION

SECTION 00 72 00
STANDARD GENERAL CONDITIONS
FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 *Defined Terms*

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument signed by both Owner and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.

3. *Application for Payment*—The form acceptable to Owner which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

5. *Bidder*—The individual or entity that submits a Bid directly to Owner.

6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

8. *Owner*—The individual or entity purchasing the Goods and Special Services.

9. *Change Order*—A document which is signed by Seller and Owner and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Owner and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Owner or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between Owner and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Owner.

13. *Contract Price*—The moneys payable by Owner to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.

14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.

15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

17. *Engineer*—The individual or entity designated as such in the Agreement.

18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which ~~does~~ may not involve a change in the Contract Price or Contract Times to be mutually agreed between the Parties.

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19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.

21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.

24. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

25. *Notice to Proceed*—A written notice given by Owner to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.

26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.

27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.

28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.

~~29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.~~

30. *Seller*—The individual or entity furnishing the Goods and Special Services.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.

32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.

33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Owner makes an award.

35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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1.2 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.

3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Owner under the conditions specified in Paragraph 8.01.B.3.

4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 *Delivery of Bonds*

A. When Seller delivers the executed counterparts of the Agreement to Owner, Seller also shall deliver such bonds as Seller may be required to furnish.

2.2 *Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Agreement to Owner, Seller shall deliver to Owner, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.3 *Copies of Documents*

A. Owner shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.4 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.5 *Designated Representatives*

A. Owner and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.6 *Progress Schedule*

A. Within 15 days after the Contract Times start to run, Seller shall submit to Owner and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing ~~and Sample~~ submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Owner and Engineer.

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B. The progress schedule will be acceptable to Owner and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Owner or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.7 *Preliminary Conference*

A. Within 20 days after the Contract Times start to run, a tele conference attended by Seller, Owner, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.8 *Safety*

A. Owner and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage~~,~~ or injury~~, or loss~~. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Owner, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Owner's safety programs that are made known to Seller.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING

3.1 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.2 *Standards, Specifications, Codes, Laws and Regulations*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Owner or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract*: Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from

Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.

2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 *Amending and Clarifying Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.

B. Owner may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Owner for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.

C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing ~~or Sample~~ (subject to the provisions of Paragraph 5.06.D.3); or

3. Engineer's written interpretation or clarification.

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ARTICLE 4 – BONDS AND INSURANCE

4.1 *Bonds*

A. Seller shall furnish to Owner performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.2 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Owner to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Owner in the Contract Documents.

4.3 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 – SELLER'S RESPONSIBILITIES

5.1 *Supervision and Superintendence*

A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.2 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.

B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:

1. new, and of good quality;
2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
3. shop assembled to the greatest extent practicable.

5.3 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear ~~all~~ actual claims, directly related, reasonable and verifiable costs, ~~losses,~~ and damages (including ~~but not limited to all fees and charges of engineers, architects,~~ reasonable attorneys fees~~, and other professionals and all court or arbitration or other dispute resolution costs~~) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Seller are unable to agree on

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entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.4 *Or Equals*

A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Owner for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:

a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and

b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Owner; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Owner and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Owner may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.5 *Taxes*

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.6 *Shop Drawings ~~and Samples~~*

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A. Seller shall submit Shop Drawings ~~and Samples~~ to Owner for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

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B. Where a Shop Drawing ~~or Sample~~ is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

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C. *Submittal Procedures:*

1. Before submitting each Shop Drawing ~~or Sample~~, Seller shall have determined and verified:

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a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.

2. Seller shall also have reviewed and coordinated each Shop Drawing ~~or Sample~~ with the Contract Documents.

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3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Owner and Engineer shall be entitled to rely on such certification from Seller.

4. With each submittal, Seller shall give Owner and Engineer specific written notice of any variations that the Shop Drawing ~~or Sample~~ may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

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D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings ~~and Samples~~.

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2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of

Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing ~~or Sample~~. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

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E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, ~~new Samples~~ for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

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5.7 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule on the undisputed portions of the Work ~~during all disputes or disagreements with Owner~~. No furnishing of undisputed Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Owner and Seller may otherwise agree in writing.

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5.8 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Owner that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Owner harmless against ~~any~~ actual liens, claims, or demands contesting or affecting title of the Goods conveyed.

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B. Seller warrants and guarantees to Owner that all Goods and Special Services will conform with the Contract Documents, and with the standards ~~established by any Samples~~ approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

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C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or

~~2.~~ corrosion or chemical attack, ~~unless corrosive or chemically-damaging conditions were disclosed by Owner in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;~~

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3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents during the warranty period which shall be 12 months after delivery:

1. observations by Owner or Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. use of the Goods by Owner;

4. any acceptance by Owner (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;

5. the issuance of a notice of acceptance by Owner pursuant to the provisions of Article 8;

6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods and Special Services by Owner.

E. Owner shall promptly notify Seller of any breach of Seller's warranties or guarantees.

F. Seller makes no implied warranties under this Contract.

5.9 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against ~~all~~ actual claims, directly related, reasonable and verifiable costs~~, losses,~~ and damages (including ~~but not limited to all fees and charges of engineers, architects,~~ reasonable attorneys fees, ~~and other professionals and all court or arbitration or other dispute resolution costs~~) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, ~~loss,~~ or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), ~~including the loss of use resulting therefrom,~~ but only to the extent cause by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

B. In ~~any and all~~ actual claims against Owner or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of

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Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

~~A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.~~

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~~B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.~~

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~~C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Seller all performance and design criteria that such services must satisfy.~~

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~~D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.~~

E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 – SHIPPING AND DELIVERY

6.1 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.2 *Delivery*

A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Owner and Seller.

B. Seller shall provide written notice to Owner at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Owner at least 24 hours notice by telephone prior to the anticipated time of delivery.

C. Owner will be responsible and bear all costs for unloading the Goods from carrier.

D. Owner will assure that adequate facilities including unfettered access are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Owner and Seller.

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E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Owner.

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6.3 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Owner upon ~~Owner's receipt~~ delivery of the Goods.

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~~B. Notwithstanding the provisions of Paragraph 6.03.A, if Owner rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Owner accepts the Goods~~. If rejected Goods remain at the Point of Destination pending modification and acceptance, then per Sellers Warranty Policy the Goods shall be repaired or replaced at Sellers Expense~~, shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense,~~

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6.4 *Progress Schedule*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.

1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 – CHANGES: SCHEDULE AND DELAY

7.1 *Changes in the Goods and Special Services*

A. Owner may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).

B. If Seller concludes that a Work Change Directive issued by Owner affects the Contract Price or Contract Times, then Seller shall notify Owner within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Owner within 45 days after such receipt. ~~If Seller fails to notify Owner within 15 days, Seller waives any Claim for such adjustment~~. If Owner and Seller are unable to

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agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

C. Seller shall not suspend performance of the undisputed portion of the Work while Owner and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.2 *Changing Contract Price or Contract Times*

A. The Contract Price or Contract Times may only be changed by a Change Order.

B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.

C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Owner, inspection delays, fires, floods, epidemics, pandemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Owner in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.

D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Owner, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Owner.

F. Neither Owner nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Owner and Seller, including but not limited to fires, floods, epidemics, pandemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 – OWNER'S RIGHTS

8.1 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Owner shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility with advance written notice and during normal business hours, ~~and at the Point of Destination~~. Seller shall allow Owner a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Owner for all expenses, except for travel, lodging, and subsistence expenses

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of Owner’s and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Owner's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Owner shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller ~~shall~~ may agree to bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

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4. Seller shall provide Owner timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Owner prior to shipment.

~~5. Owner will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.~~

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6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Owner will give Seller prompt notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Owner will give Seller prompt notice thereof and will advise Seller of the remedy Owner elects under the provisions of Paragraph 8.02.

7. Neither payments made by Owner to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Owner's rights under the Contract.

B. Inspection on Delivery:

1. Owner or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. Within ~~ten~~ five (5) days of such visual inspection, Owner shall provide Seller with written notice of Owner's determination regarding conformity of the Goods. In the event Owner does not provide such notice, it will be presumed that the Goods appear to be conforming and that Owner has acknowledged their receipt upon delivery.

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3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Owner's notice thereof to Seller will acknowledge receipt of the Goods.

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C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Owner or Engineer will make a final inspection.

2. If, on the basis of the final inspection, the Goods are conforming, Owner's notice thereof will constitute Owner's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Owner will identify the non-conformity in writing.
~~3.~~4. Final inspection shall not extend beyond ninety (90) days after delivery.

8.2 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Owner has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Owner determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Owner and in response to written notice and instructions from Owner, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Owner, ~~remove and~~ replace the non-conforming Goods with conforming Goods~~,~~ ~~including all work required for reinstallation~~.

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B. Owner's Rejection of Non-Conforming Goods:

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1. If Owner elects to reject the Goods in whole or in part, Owner's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Owner, Seller shall promptly, and within the Contract Times, ~~remove and~~ replace the rejected Goods.

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2. Seller shall arrange and bear all transportation costs~~, losses and damages attributable to the removal and replacement~~ of the non-conforming Goods as provided in Paragraph 8.02.E.

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3. Upon rejection of the Goods, Owner retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

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C. Remedying Non-Conforming Goods and Special Services:

1. If Owner elects to permit the Seller to modify the Goods to correct the non-comformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

2. If Owner notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Owner. If Seller fails to do so, Owner may delete the Special Services and reduce the Contract Price a commensurate amount as mutually agreed.

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D. Owner's Acceptance of Non-Conforming Goods:

Instead of requiring correction or ~~removal and~~ replacement of non-conforming Goods discovered either before or after final payment, Owner may accept the non-conforming Goods. Seller shall bear all directly related, verifiable and reasonable costs, ~~losses, and damages~~ attributable to Owner's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E. Any risk upon Owner accepting the non-conforming Goods shall not be passed on to Seller.

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E. Seller shall pay ~~all~~ actual claims, direclty related, reasonable and verifiable costs, ~~losses,~~ and damages, including ~~but not limited to all~~ fees and charges for re-inspection, retesting ~~and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs~~ arising out of or relating to the non-conforming Goods and Special Services during the warranty period. Seller's obligations shall include the costs of the correction, transportation ~~or removal~~ and replacement

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of the non-conforming Goods ~~and the replacement of property of Owner and others destroyed by the correction or removal and replacement of the non-conforming Goods~~, and obtaining conforming Special Services from others.

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F. *Owner's Rejection of Conforming Goods:*

If Owner asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Owner rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Owner of costs incurred by Seller in inspecting, testing, correcting, ~~removing~~, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

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8.3 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after delivery. ~~the earlier of the date on which Owner has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents~~.

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ARTICLE 9 – ROLE OF ENGINEER

9.1 *Duties and Responsibilities*

A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.2 *Clarifications and Interpretations*

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Owner and Seller. If either Owner or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.3 *Authorized Variations*

A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.4 *Rejecting Non-Conforming Goods and Special Services*

A. Engineer will have the authority to disapprove or reject Goods and Special Services during the warranty period that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the

Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, at Seller's location or the Special Services are completed.

9.5 *Decisions on Requirements of Contract Documents*

A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.

B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Owner or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Owner or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

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9.6 *Claims and Disputes*

A. *Notice*: Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.

B. *Engineer's Decision*: Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Owner and Seller 30 days after it is issued unless within 30 days of issuance Owner or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.

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E. If Article 13 has been amended to delete the mediation requirement, then Owner or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Owner or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.

G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 – PAYMENT

10.1 *Applications for Progress Payments*

A. Seller shall submit to Owner for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Owner or Engineer may reasonably require. The timing and amounts of progress payments shall be ~~as stipulated in the Agreement~~ in accordance with Seller's Progress Billing schedule submitted in their proposal or as mutually agreed between Owner and Seller at time of contract award.

~~1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.~~

2. ~~The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Owner warranting that Owner has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Owner acknowledges receipt of additional items of the Goods.~~

10.2 *Review of Applications for Progress Payments*

A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

~~1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.~~

~~2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Owner's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract~~

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~~Documents, that Engineer has made any investigation as to Owner's title to the Goods, that~~

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~~exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Owner or Owner to withhold payment to Seller.~~

~~3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Owner from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.~~

10.3 *Amount and Timing of Progress Payments*

A. ~~A.~~ Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Owner shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Owner's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.4 *Suspension of or Reduction in Payment*

A. Owner may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances and as mutually agreed by Seller:

1. Owner has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and

2. Owner has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Owner's written request.

B. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Owner shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Owner's satisfaction.

10.5 *Final Application for Payment*

A. ~~A.~~ After Seller has corrected all non-conformities to the reasonable satisfaction of Owner and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Owner and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Owner or Engineer may reasonably require.

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10.6 *Final Payment*

~~A.~~ ~~A.~~ If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller~~'~~'s has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Owner. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, ~~less any sum Owner is entitled to set off against Engineer''s recommendation, including but not limited to~~ any mutually agreed upon ~~liquidated damages to which Owner is entitled.~~

10.7 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller~~'~~'s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller~~'~~'s continuing obligations under the Contract Documents within the warranty period; and

2. a waiver of all Claims by Seller against Owner (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 – CANCELLATION, SUSPENSION, AND TERMINATION

11.1 *Cancellation*

A. Owner has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Owner. Upon cancellation:

1. Owner shall pay Seller per Seller's Cancellation Policy included with the proposal for ~~the direct costs incurred in producing~~ any Goods that Seller has specially manufactured for the Project~~, plus a fair and reasonable amount for overhead and profit~~.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge ~~of 10 percent~~ equivalent to the restocking charge Seller receives from its Suppliers of the unpaid Contract Price of such Goods.

11.2 *Suspension of Performance by Owner*

A. Owner has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance

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would not have been suspended or delayed for causes attributable to Seller.

11.3 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Owner will not perform its future payment obligations under the Contract; and,

2. Seller has requested in writing assurances from Owner that future payments will be made in accordance with the Contract, and Owner has failed to provide such assurances within ten days of Seller's written request.

11.4 *Breach and Termination*

A. Owner's Breach:

1. Owner shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:

   a. wrongful rejection or revocation of Owner's acceptance of the Goods,

   b. failure to make payments in accordance with the Contract Documents, or

   c. wrongful repudiation of the Contract.

2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Owner fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

   a. In the event Seller believes Owner is in breach of its obligations under the Contract, Seller shall provide Owner with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Owner shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including~~, but not limited to~~:

   a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,

   b. wrongful repudiation of the Contract, or

   c. delivery or furnishing of non-conforming Goods and Special Services.

2. Owner may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Owner shall be entitled to all remedies provided by Laws and Regulations.

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a. In the event Owner believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Owner shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Owner may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 – LICENSES AND FEES

12.1 *Intellectual Property and License Fees*

A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Owner's design, Owner retains all intellectual property rights in such design.

B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.2 *Seller's Infringement*

A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Owner, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against ~~all~~ actual claims, directly related, reasonable and verifiable costs, ~~losses,~~ damages, and judgments (including ~~but not limited to all~~ reasonable fees ~~and charges~~ of ~~engineers, architects,~~ attorneys ~~and other professionals and all court or arbitration or other dispute resolution costs~~) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.

B. In the event of suit or threat of suit for intellectual property infringement, Owner will promptly notify Seller of receiving notice thereof.

C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written notice by Owner, Seller will be bound in any subsequent suit or claim against Seller by Owner by any factual determination in the prior suit or claim.

2. If Owner fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Owner shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Owner's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

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12.3 *Owner's Infringement*

A. Owner shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Owner's design of the Goods or Owner's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).

B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Owner.

C. Upon written notice from Seller, Owner shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Owner shall have control over such claim or suit, provided that Owner agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Owner fails to defend such suit or claim after written notice by Seller, Owner will be bound in any subsequent suit or claim against Owner by Seller by any factual determination in the prior suit or claim.

2. If Seller fails to provide Owner the opportunity to defend such suit or claim after written notice by Owner, Seller shall be barred from any remedy against Owner for such suit or claim.

12.4 *Reuse of Documents*

A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

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12.5 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Owner or Engineer to Seller, or by Seller to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 – DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

A. Either Owner or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

B. Owner and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Seller:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 – MISCELLANEOUS

14.1 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.2 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Point of Destination is located.

B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.3 *Computation of Time*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.4 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.5 *Survival of Obligations*

A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.6 *Entire Agreement*

A. Owner and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

END OF SECTION

SECTION 00 72 00
SUPPLEMENTARY CONDITIONS FOR
PROCUREMENT CONTRACTS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2010 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-4.02 Add the following new paragraphs immediately after General Conditions Paragraph 4.02.E:

F. **Minimum Insurance for Contract Awards.**
Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantees, except when an exemption is provided:

1. All construction contractors and subcontractors are to carry Workman's Compensation Insurance for all employees who work on the premises, as well as:
   a. Manufacturer's and Contractor's Public Liability Insurance as appropriate for the project (Minimum requirement - $1,000,000.00)
   b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - $1,000,000.00)
   c. Any and all additional insurance required by the laws of the State of Kansas.

Commented [TW1]: Seller takes exception as statement is too broad. Owner shall identify additional insurance required, if any, and allow Seller to submit change order for additional cost if any.

2. If any subcontracting is let prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state regulations. All subcontractors mut be licensed through the City and provide evidence of insurance if applicable.

3. Any insurance requirements required for state and/or federal funds are also incorporated into this document by reference and will be adhered to on such projects.

All proof of insurance and bond documents shall be provided to the City Clerk prior to Contractor beginning work on any project.

END OF SECTION

MYERPOW-01 AJOHNSON

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
353 N Clark St 11th Fl
Chicago, IL 60654

CONTACT NAME: Amy Johnson
PHONE (A/C, No, Ext): (312) 595-8153 FAX (A/C, No):
E-MAIL ADDRESS: Amy.Johnson@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Specialty Insurance Company	36056
INSURER B : Trumbull Insurance Company	27120
INSURER C : Sentinel Insurance Company Ltd	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Myers Power Products, Inc
2950 E Philadelphia St
Ontario, CA 91761

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CH23NP3Z0DM8PIC	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PRODUCTS POLLUT	$ 1,000,000
B	AUTOMOBILE LIABILITY			83UENAG2163	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			CH23NP3Z0DM8PIC	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			83WEAW6FUC	4/1/2023	4/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Coffeyville
102 W. 7th Street
Coffeyville, KS 67337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John P. Harvey

ACORD 25 (2016/03)

Introduction

April 26th, 2023

Lars Tuveson
Cross Discipline Engineering, LLC.
63 Truman Rd., Ste. 100
Marshfield, Missouri 65706

Dear Mr. Tuveson,

Myers Power Products is pleased to present our proposal for the North Industrial Park Substation project. This proposal has been developed based upon a careful review of the solicitation documents provided by Cross Discipline and reflects the best value solution for meeting the objectives and requirements of this project. This solution, combined with the capabilities of our organization, which we describe below, offer Cross Discipline the greatest assurance of successful delivery.

We appreciate the opportunity to present our solution for this important project and look forward to serving Cross Discipline. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at any time.

Sincerely,

Donald Norris
Director – Application Engineering
Mobile: 713.449.6015
dnorris@mielectric.com

Technical Contact
Blanca Rooks
Application Engineer
Mobile: 832.298.0227

Sales Contact
Don Rottert
Regional Sales Manager
Mobile: 713.304.3664

Commercial Summary

Base Price includes the following equipment & services **See Bid Form**

- Climate Controlled, 30’ x 15’ x 10’h ID Power Distribution Center
- HVAC System with no redundancy
- Fire Detection System, Including (1) Hydrogen Detector
- 125VDC Battery System
- Medium Voltage Metal-Clad Switchgear
- Relay Panels
- Installation
- Training
- Performance and Payment Bonds
- Bid Security Bond
- Engineering, Design, Project Management, O&M Manuals, and Technical Literature

Bonds of any type are not included in our proposal unless specifically noted above.

Estimated Freight Pricing as follows:

- Estimated as FOB Destination per Domestic Terms.
- Offloading is included in freight price.
- Fuel Prices are subject to change based on time of shipment.
- Freight pricing to customer specified jobsite is based on approximate load weights and dimensions at the time of quotation. Actual load weights and dimensions must be verified by structural calculations. If in the event the load weights and dimensions exceed the original estimate, freight overages will be applied at cost plus 10% margin above original estimate.
- **Free and clear unfettered access by common carrier and any/all necessary traffic control to be secured by customer. Freight estimated at $ 88,249.-; freight charges in excess of this estimate shall be borne by Buyer; surcharges and excess charges beyond the control of Supplier shall be borne by Buyer.**

Bid Validity
30 Days

Estimated Delivery
Standard Lead Times:
Approval Drawings 16-20 weeks ARO
Customer Approval: 2 weeks
Delivery 42-46 weeks ARAD

Actual lead times may vary based on factory loading at time of order

Freight
FOB Destination – Coffeyville, KS. (Offloading included)

Progress Payments (payable per unit)
1) 10% Upon Receipt of Order

2) 10% Upon Submittal Submission
3) 10% Approval of Submittals
4) 25% Release for Purchasing of Material
5) 25% Release to Production
6) 20% FAT or When Ready to Ship

Payment due when milestone is achieved, and invoice received.

Standard Progress Payments listed above can be negotiated pending credit verification.

Terms of Payment
Net 30 Days - Progress Payment Terms Apply – Pending Credit Verification; No Retentions Allowed; No Cash / Early Pay Discounts

Purchase Order
If awarded, please make Purchase Order out to Myers Power Products, Inc.

Factory Location
Myers Power Products has three (3) factory locations (Ontario, CA, Beaumont, TX, North Canton, OH) Final Factory location will be determined at time of PO which will be based on current shop loadings from each facility.

Cancellation Policy
An order may be canceled by the purchaser only upon written notice and upon payment to the company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include an unrecoverable cost incurred by the company. In addition, a one-time charge will be made to compensate for lost profits, disruptions in schedules, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated as follows:

Order Entry:
After receipt of an order at the factory and order processing, but prior to the start of engineering, there will be a one-time 5 percent charge, with a minimum of $1,000.00 for any one order.

Release for Engineering:
After an order has been released for engineering, there will be a one-time 10 percent charge for cancellation plus any actual costs incurred including vendor cancellation charges, engineering labor expended plus costs associated with engineering overhead, selling, general and administrative expenses.

Release for Manufacture:
After an order has been released for manufacture and scheduled for production, there will be a one-time 10 percent charge for cancellation plus any actual costs incurred including, but not limited to, vendor cancellation charges, all materials received or expended, shop and engineering labor plus costs associated with manufacturing and engineering overhead, selling, general and administrative expenses.

Cancellation within 61-90 days of scheduled completion:
Cancellation charge will be a minimum of 50 percent of the contract value.

Cancellation within 31-60 days of scheduled completion:
Cancellation charge will be a minimum of 75 percent of the contract value.

Cancellation within 30 days of scheduled completion:
Cancellation charge will be 100 percent of the contract value.

In addition to the above charges, a reasonable profit of 10 percent will be allowed and payable against all identified costs incurred at the time of cancellation. Cancellation costs will be due and payable within 30 days of submittal of a proper invoice for such costs. Any amount not paid within 30 days will be subject to late charges of 1 ½ percent per month for each fraction of a month that payment is received late at Myers Power Products, Inc.

Service Offering

As an integrated products and services company we would also like to provide you with installation, commissioning and startup services. Our testing services can confirm the equipment was not compromised during shipment or installation, meets factory specifications, ensures a reliable start-up, and establishes a base line for future reference. In addition, we have maintenance and electrical equipment testing services available for your new and existing equipment. These services include:
-Repair and upgrade services for transformers, breakers, and switchgear and motor controls
-Electrical maintenance programs
-Drive, automation and control system services
-E&I construction services including switchgear installation, new project and plant upgrades

On Site Services

Domestic service

- Start-up services can be provided at $2,000 per person, per day based on 8 hours per day.
  Additional hours will be billed at 1.5 above rate.
  Travel and living expenses will be invoiced at cost plus 25 percent

Customer Inspection and Factory Acceptance Testing

- Customer inspection of equipment at Myers Power Products, Inc. is included in the quoted base price.
- Customer witnessing of factory accepting testing will be charged $2,500 per day. This is not included in our base price.

Escalation - Material, Delay & Storage

Escalation: For shipments requested beyond standard delivery times, price escalation may apply as determined at time of order.

Customer Delay: Should customer place a subsequent purchase order on hold, or delay any critical path item (e.g. drawing approval, owner furnished equipment arrival, acceptance testing delay, shipment, etc.), price escalation may apply, as determined by the company at the time of delay and/or release from hold.

Storage: Unless included in the above quoted scope of work, storage costs (e.g. insurance, power requirements, administrative costs, etc.) will be based on cost plus 20% margin. The full purchase order value must be invoiced and paid in full for projects that are complete.

Pricing and delivery detailed in this proposal is based on current costs and lead times incurred for the quoted scope of work, and has an anticipated validity though the proposal expiration date only. Although unanticipated, either may be adjusted if unforeseen cost increases and/or extended lead times from major suppliers are incurred. Pricing and lead times for all future orders (including options quoted in this proposal, but not selected at time of order) may increase after the expiration date of this proposal.

Documentation Control
All project documentation and corresponding transmittals, unless agreed otherwise and shown the Project Engineering Deliverables Schedule, shall be made in accordance with Myers Power Products, Inc. document control process as outlined below:

Media Type: Electronic
File Format: Adobe PDF (Non-OCR Enabled)
Transmittal Method: Bulk upload/download via Myers Power Products, Inc. document control portal (major sub-supplied equipment drawing packages are subject to sub-supplier's standard documentation and transmittals).

Project Documentation
Myers Power Products, Inc. standard engineering documentation covers the following technical information as applicable to the equipment ordered:

General:
- Equipment Data Sheets
- Bill of Materials and nameplate information
- Recommended Startup and Spare parts

Mechanical:
- Plan, arrangement, front and sectional views
- Main bus bar location and arrangement
- Equipment interfaces and assembly details
- Equipment weight and anchoring locations
- Center of gravity and lifting details

Electrical:
- Single line and three-line diagrams
- Protection and relay control schematics for electrically operated devices
- AC/DC distribution and equipment utility diagrams (space heater circuits, lighting, small power, etc)
- Device, terminal connection and switch development information
- Panel and cable schedules
- Automation/PLC I/O circuits

Please refer to the Project Engineering Deliverables sheet(s) for equipment specific documentation details

Warranty Period
Extended warranty for 24 months after delivery. Myers Power Products, Inc. standard terms and conditions of sale shall apply.

LD's / Backcharges
Myers Power Products, Inc. does not accept any Back Charges. Liquidated damages capped at 3%.

WBE/CPUC

**WBENC CERTIFIED – NATIONAL CERTIFICATE #2005122921
**CPUC CERTIFIED

For FBO Equipment (Furnished by others)

Myers Power Products, Inc. is to be provided with a current Certificate of Insurance and shown as additional insured prior to our company receiving any/all customer furnished material. The Certificate of Insurance is due two (2) weeks after order placement; however, prior to our receipt of FBO (furnished by others) material. If FBO material is shipped to Myers prior to our receipt of the Certificate of Insurance showing Myers Power Products, Inc. as additional insured, the material will be turned away at the dock.

Other Terms and Conditions

Unless otherwise noted, Myers Power Products, Inc. standard Terms & Conditions or those applicable to a signed and active Master Service Agreement (MSA) apply to the scope of work outlined in this proposal, including equipment, services, pricing, availability, etc. If additional Terms & Conditions are required, the company reserves the right to update any or all aspects of the proposed scope of work.

General Terms and Conditions of Sale

See Redlined Terms and Conditions attached

General Purpose Power Distribution Center

Configuration Details

Nominal Dimensions	Ft.	In.
Length	30	0
Width	15	0
Ceiling Height	10	0

Nominal Overall Exterior Dimensions	Ft.	In.
Length	30	0
Width	15	0
Height	12	0
Overhang Design Height for Freight	11	6
SQFT	450.0	
Estimated Empty Weight	35,846	lbs.
Estimated Equipment Weight	21,560	lbs.
Estimated Total Weight	57,406	lbs.

Design Information

Location	Kansas
Elevation	< 3200 ft.
Installation	Concrete Slab
Area Classification	General Purpose Non-Hazardous
Roof Load - IBC (Latest Revision) in psf	80
Ceiling Load - IBC (Latest Revision) in psf	20
Floor Loading - DL + LL in psf	250
Wind Load - IBC (Latest Revision) in mph, Exposure C minimum	120
Seismic	Per applicable IBC Code
Base Deflection	L/240
Roof Slope	Center Peak Roof 1/4 inch per foot slope
Estimated Interior Heat Load (Watts)	7,193
Construction Type	Interlocking - Onshore

Engineering / Calculation Requirements

M&I standard drawing package which includes the following:
Elevation Views
Base Detail
Floor Plan View
Electrical Plan View
Cable Tray Plan View
HVAC Details
AC Electrical Details
DC Electrical Details
Miscellaneous Details
Floor Cutout Detail

Grounding Plan View	
Lift Lug Detail	yes
Structural PE Calculations & Drawings	yes
Electrical PE Stamped Drawings	no
Center of Gravity Design Calculations	yes
Foundation Load Chart	yes
Anchoring Calculations	no
Title 24	no
HVAC Calculations	no
Lighting Calculations	no
State Certification	no

Inspections

Water Test	no	
Welding Inspection	no	
NRTL / UL Label	none	

HVAC Design Information

Exterior Design Temperatures	98	° F (Summer)
	10	° F (Winter)
Interior Design Temperatures	80	° F (Max)
	60	° F (Min)
HVAC Redundancy	none	

Construction

Perimeter channels	Structural "C" ASTM-36	
Cross Beam	Structural "C" ASTM-36	
Angle Iron	3x3x1/4	
Pre-Galvanized Structural Steel Upgrade	no	
Floor Plate	0.25	in. hot rolled steel plate
Lift Lugs	4	

Material - Walls, Ceiling & Roof

A60 Galvanneal Sheet Metal	14-gauge	Exterior Walls
A60 Galvanneal Sheet Metal	14-gauge	Interior Liners
A60 Galvanneal Sheet Metal	14-gauge	Roof
A60 Galvanneal Sheet Metal	12-gauge	Ceiling

Paint Colors

Skid-Floor	ANSI 61 Gray
Skid-Base	ANSI 61 Gray
Exterior Walls	ANSI 61 Gray
Exterior Roof	ANSI 61 Gray
Interior Liners and Ceiling	White
HVAC Units	MFG Standard

Insulation

Location	Type	Rating
Walls (Cavity)	3 1/2" fiberglass insulation, flame spread less than 25	R-15
Roof (Cavity)	2 1/2" Thermax Insulation Board, flame spread less than 25	R-15.0
Floor	2" Polyurethane Spray Foam, flame spread less than 25	R-13

Electrical Design Parameters

Interior Conduit Type	EMT
Exterior Conduit Type	RGS
Wire Type	THHN (B/W/G)
Perimeter Internal Wireway (6"x 6")	yes
Perimeter Ground Bus (1/4" x 2" Copper Bar)	1/4x2 Bare Copper Bar Ground Loop mounted just above the floor
Lighting Level - @ 3' Above Floor (Foot Candles)	50
Interior Lighting Fixture Type	LED

Accessories

Belly Pans	no
Cable Tray	Aluminum
Gutters & Downspouts	no

Personnel / Equipment Doors

1 4080 DOOR KIT GALVANIZED

- UL or NRTL Listed, 3 Hour Fire Rating
- DKS 1865 4080 16GA GALVANIZED DOOR
- CUSTOM 4080 14GA GALVANIZED FRAME with 12" TRANSOM
- CR801 ALUM CLOSER
- SH140US32D SPRING HINGE
- BB31-4.5X4.5US32D HINGE
- 9800EO36US32D RIM EXIT
- NESC9800US26D ESCUTHEON TRIM
- 806 DOOR SWEEP

1 3070 DOOR KIT 304 STAINLESS STEEL

- UL or NRTL Listed, 3 Hour Fire Rating
- DKS 1604 3070 16GA 304 STAINLESS STEEL
- CUSTOM 3070 14GA 304 STAINLESS STEEL FRAME
- CR801 ALUM CLOSER
- SH140US32D SPRING HINGE
- BB31-4.5X4.5US32D HINGE
- 9800EO36US32D RIM EXIT
- NESC9800US26D ESCUTHEON TRIM
- 806 DOOR SWEEP

Rear Access Doors

6 Rear switchgear doors

Door Accessories

2	Door Window 12"x 12" (View Area)	
	• Window Frame Kit 12"x12"	
1	Door strike power Supply	
1	Electric Door Strike for single door	

Cutouts

27	Floor cutouts with 12 Gauge Galvanized Cover plate	
1	HVAC Wall cutout	
1	Exhaust Fan Wall cutout	

Grounding

1	1/4x2 Bare Copper Bar Ground Loop mounted just above the floor	
4	SS ground pad	
2	Ground Drops from Ground Loop to Large Equipment	
	• Ground Circuit 4/0 Bare Copper Cable	
11	Ground Drops from Cable Tray to Ground Loop	
	• Ground Circuit 4/0 Bare Copper Cable	
2	Ground Drops from Ground Loop to Ground Pads	
	• Ground Circuit 4/0 Bare Copper Cable	

Equipment Installation Only

6	Sections, 15kV Switchgear	
2	Relay Panels	
1	MV Breaker Test Cabinet	
1	Battery System (Battery Rack, Charger, Disconnect)	

Batteries will ship directly to jobsite from battery manufacturer facility and installed by others

Interior Lighting

6	Premium LED Wraparound Fixture, 48", 4000 Lumen, 120V, 4000K		Metalux #4WSNLED-LD4-40SL-F-UNV-L840-CD-U
	59	3/4 in dia. EMT Conduit (FT)	
	1	#12 awg THWN-THHN Power Circuit	
2	Combination Emergency Light / Exit Sign		Sure-lite # LPX70RWH-DH
	20	3/4 in dia. EMT Conduit (FT)	
	1	#12 awg THWN-THHN Power Circuit	

Switches & Receptacles

2	3-way switch NEMA 5-20R, 20 amp, 125v, spec grade		Leviton # 1203-I
	20	3/4 in dia. EMT Conduit (FT)	
	1	#12 awg THWN-THHN Power Circuit	
4	GFCI duplex receptacle, NEMA 5-20R, 20 amp, 125v, spec grade		Leviton # 7899-R
	40	3/4 in dia. EMT Conduit (FT)	
	1	#12 awg THWN-THHN Power Circuit	
2	Outdoor GFI duplex receptacle, NEMA 5-20R, 20 amp, 125VAC		
	20	3/4 in dia. RGS Conduit (FT)	

1 #12 awg THWN-THHN Power Circuit

Exterior Lighting

2 100W, 120V, LED - Outdoor Fixture Lumark

20 3/4 in dia. RGS Conduit (FT)

1 #12 awg THWN-THHN Power Circuit

AC Panelboards

1 Eaton AC Panel Board 1Ø, 3W, 120/240V, 225A

- 200A Main Breaker
- 42 circuit
- 10KAIC, Copper Bus
- Bolt-In Breakers
- Ground Kit
- NEMA 1 Enclosure
- Includes (42) 20A/1P Breakers

10 1.5 in dia. EMT Conduit (FT)

1 3/0 awg THWN-THHN Power Circuit

DC Panelboards

1 Eaton 125V DC Distribution Panel 225A

- 200A main
- 10kAIC
- 42 Circuit
- (20) 20A/2P DC breakers
- Nema 1 Enclosure

10 2 in dia. EMT Conduit (FT)

1 4/0 awg THWN-THHN Power Circuit

DC Disconnect Switches

1 Eaton Disconnect Switch Heavy Duty, 125VDC

- 200A Non-Fusible
- Nema 1 Enclsure

10 3/4 in dia. EMT Conduit (FT)

1 #10 awg THWN-THHN Power Circuit

Manual Transfer Switches

1 Eaton Safety Switch Heavy Duty, #DT225UGKN

- 200A Non-Fusible
- 1 Ø, 120/249
- Nema 1 Enclsure

20 3.5 in dia. EMT Conduit (FT)

2 600kcmil THWN-THHN Power Circuit

Lighting Contactors

1 Eaton Lighting Contactor

- 6-pole 30A / 120V Coil

- Electrically Held
- HOA Switch / Red "ON" Light
- NEMA 1 Enclosure

10 3/4 in dia. EMT Conduit (FT)
1 #10 awg THWN-THHN Power Circuit

HVAC Units
1 Bard 5 ton, 208/230/1/60, 10kW heat
BRDW60AC-A10XP4XXJ
Each unit shall consist of the following features:
A) Barometric fresh air damper
B) 10kW Heat
C) MERV8 2" pleated filter
D) Low ambient control
E) Return air grille 30x16
F) Side wall supply grille
G) Painted Buckeye gray
10 3/4 in dia. EMT Conduit (FT)
1 #6 awg THWN-THHN Power Circuit

1 High or Low Temp Alarm
10 3/4 in dia. EMT Conduit (FT)
1 #12 awg THWN-THHN Power Circuit

1 External Disconnect
10 3/4 in dia. RGS Conduit (FT)
1 #8 awg THWN-THHN Power Circuit

Exhaust Fans
1 24" Shutter Mount Exhaust Fan
• 4244cfm @ 0.0 SP — Dayton 1HLB3
10 3/4 in dia. EMT Conduit (FT)
1 #10 awg THWN-THHN Power Circuit

1 Intermatic Timer (operates one exhaust fan) — Intermatic #ET1105C
10 3/4 in dia. EMT Conduit (FT)
1 #12 awg THWN-THHN Power Circuit

Louvers / Dampers / Hoods
1 Louver, Intake, 18-24 In, Galvanized Steel — Dayton 3C972

Fire Detection
1 Photoelectric Detector with alarm contacts — Gentex 9123TF
10 3/4 in dia. EMT Conduit (FT)
1 #12 awg THWN-THHN Power Circuit

1 135deg Thermal Detector (requires B110 base) — Notifier 5151

	10	3/4 in dia. EMT Conduit (FT)		
	1	#12 awg THWN-THHN Power Circuit		
2	20 lb. CO2 Handheld Fire Extinguisher		Ansul	431556 aluminum

Gas Detection

1	gas detector LEL w/ display		Honeywell
	10	3/4 in dia. EMT Conduit (FT)	
	1	#12 awg THWN-THHN Power Circuit	

Control Wiring		Destination
5	Communication Wiring RS485	FIBER OPTIC CABLE
25	#14-2 cond. Type TC cable	Estimated 100 Control Terminations

Interconnect Power Wiring (Single Cond.) - (Conduit)			Destination
1	#10 awg THWN-THHN Power Circuit		FROM AC PNL TO CHARGER
	10	3/4 in dia. EMT Conduit (FT)	
1	#8 awg THWN-THHN Power Circuit		FROM BATTERY TO CHARGER
	10	3/4 in dia. EMT Conduit (FT)	
1	#8 awg THWN-THHN Power Circuit		BATTERY TO DISCONN.
	10	3/4 in dia. EMT Conduit (FT)	
1	#6 awg THWN-THHN Power Circuit		DISCONN. TO DC PNL
	10	3/4 in dia. EMT Conduit (FT)	

Misc.

1	Structural PE Stamped drawings
1	Center of Gravity Design Calculations
1	Foundation Load Chart
1	7-gallon eye wash - FENDALL 1000 w/cartridges
1	Provision for roof mount GPS Antenna
1	Transition Box NEMA 4X

Cable Tray

Aluminum Cable Tray

3 12'Long Straight Piece 24"" Wide Aluminum Cable Tray (NEMA 20C)

- 6" Side Rail
- 9" Rung Spacing
- Tray supported with strut supports and all thread hanger rods

2 Tee 24"" Wide Aluminum Cable Tray (NEMA 20C)

- 24" Radius
- 6" Side Rail
- 9" Rung Spacing
- Tray supported with strut supports and all thread hanger rods

Myers Power Products, Inc. standard PDC FAT

Integrated Power Distribution Center
Physical Inspection

- Verify all equipment is installed per project documentation.
- Verify all equipment has proper nameplates.
- Verify cutouts match plans and that wire ways are acceptable.
- Verify gutters and cable trays are properly installed.
- Verify that all equipment is properly grounded and building ground bus and pads are installed correctly.
- Verify internal PDC power connections are installed correctly per drawings (conductor size, routing, labeling, and termination).
- Review insulation resistance and/or voltage withstand test reports for power cabling.
- Apply voltage to equipment and perform a functional test on each piece of equipment provided.
- Provide a continuity check on Myers Power Products, Inc. provided cables
- **Owner furnished equipment (OFE) and/or vender supplied equipment shall not be energized during standard FAT.

Building Utilities and Subsystems
HVAC

- Verify that HVAC is the proper size and nameplate information per project documentation.
- Verify that power conductors and control circuit and are terminated correctly.
- Verify HVAC operation.

Lighting and Receptacles

- Verify that all receptacles operate and are connected to the proper circuits.
- Verify all interior lights and switches operate and are connected to the proper circuits.
- Verify all emergency lights operate and are connected to the proper circuits.
- Verify all exterior lights operate and are connected to the proper circuits.
- Verify photo detector(s) and building lighting contactor box operate and are connected to the proper circuits.

Panel boards

- Verify that the correct breakers are present and are sized per project documentation.
- Verify wiring is sized correctly.
- Verify panel schedule is installed and correct.
- Verify panel terminations.
- Verify branch circuits are operational.
- Verify transformer(s) are the proper size and nameplate information per project documentation.

UPS and DC Power Systems (If applicable)

- Verify that the correct breakers are present and are sized per project documentation.
- Verify wiring is sized correctly.
- Verify UPS and DC system topology.
- Verify that battery charger input voltage and output voltage when applicable.

Communications (If applicable)

- Verify connectivity of communication network.
- *Verify data transfer across communication network.

Medium Voltage Metal-Clad Switchgear (5-27KV)

1.0 SCOPE

This scope of supply includes the basic design and functional features for medium voltage metal-clad switchgear with vacuum circuit breakers as outlined herein and as further described in accompanying sections of this proposal.

2.0 STANDARDS/REFERENCES

The metal-clad switchgear and all components shall be manufactured and tested in accordance with the latest applicable standards of NEMA SG-4 and SG-5, and IEEE C37.20.2.

3.0 GENERAL DESIGN FEATURES/RATINGS

The switchgear shall have a voltage rating of 15KV with breakers and auxiliary compartments are described in the bill of materials of this proposal. The switchgear is designed for operation on a 12,470V, three phase, three wire, 60 hertz system. The circuit breakers are designed with vacuum technology and incorporate a spring-operated mechanism.

<u>Switchgear Ratings</u>

Rated Maximum Voltage	15KV
Operating Voltage	12,470V
Main Bus Continuous Rating	1200 Amps
Basic Impulse Level	95KV BIL
Control Bus AC/DC Voltage (nominal)	125VDC
Circuit Breaker Continuous Rating	1200 Amps
Circuit Breaker Interrupting	25KA

Temperature rise of the switchgear will meet the intent of latest revisions of ANSI C37.20.2 for metal clad switchgear.

4.0 GENERAL CONSTRUCTION

The switchgear assembly is indoor, NEMA 1 type equipment, arranged per the contract drawings and shall be comprised of the following compartments arranged in each vertical section:

- 1200A, 2000A, 3000A or 4000A circuit breaker compartment
- Low voltage instrument compartment
- Bus and cable compartments
- Auxiliary compartments (VT's, CPT's, Fuse)

The switchgear assembly shall consist of individual vertical sections housing various combinations of circuit breakers and auxiliaries, bolted to form a rigid metal-clad switchgear assembly. Metal side sheets shall provide grounded barriers between adjacent structures and solid removable metal barriers shall isolate the major primary sections of each circuit. Two rear covers shall be furnished for each vertical section for circuit isolation and ease of handling. The assembly is provided with top lifting angle members and bottom channel mounting frame to help with installation

The stationary primary contacts shall be silver-plated and recessed within insulating tubes. A steel shutter shall automatically cover the stationary primary disconnecting contacts when the breaker is in the disconnected position or out of the cell. Rails shall be provided to allow withdrawal of each circuit breaker for inspection and maintenance without the use of a separate lifting device.

The assembly finish shall consist of a coat of gray (ANSI-61) enamel paint applied to chemically cleaned steel for external and many internal parts. Galvanized unpainted surfaces are used for specified internal parts.

5.0 BUS

5.1 Main Bus
The main bus shall be full round edge copper and have flame retardant and track-resistant insulation. The bus supports between units shall be flame-retardant, track resistant. Stand-off bus supports are flame-retardant, track resistant. The switchgear shall be constructed so that all buses, bus supports and connections shall withstand stresses that would be produced by currents equal to the momentary ratings of the circuit breakers. A set of insulated copper main bus shall be provided and have provisions for future extension. All bus joints shall be plated, bolted and insulated with easily installed boots. Bus hardware is ASTM Grade 5, medium carbon steel, quenched, tempered and zinc plated. All bolted joints shall be provided with split-type lock washers, installed and torqued according to appropriate industry standards. The bus shall be braced to withstand fault currents equal to the close and latch rating of the breakers. The temperature rise of the bus and connections are in accordance with ANSI standards.

5.2 Riser Bus
Insulated rigid copper riser bus is provided from the circuit breaker/switchgear stationary primary disconnects to cable/bus duct/cable duct compartment location that allows cable lug/bus termination connections. Cable lugs are supplied by the installer unless mentioned elsewhere in this proposal.

5.3 Ground Bus
A ¼” x 2” plated copper ground bus shall extend the entire length of the switchgear. The ground bus is connected internally to all breaker compartments and other required equipment ground connection points inside the switchgear. The ground bus will be supplied with clearance holes to allow station ground connections to be made to the equipment.

6.0 WIRING/TERMINATIONS

The switchgear assembly shall include suitable terminal blocks for secondary wire terminations. General switchgear secondary wiring is provided with sizes/types are as follows :
#12 AWG – Current transformer secondary - type SIS rated 600 volts, 90 degrees C
#14 AWG – General control - type SIS rated 600 volts, 90 degrees C
#16 AWG – Automation/PLC general control – type FEP rated 600 volts, 200 degrees C
#14 AWG – Grounding - type SIS rated 600 volts, 90 degrees C, Green

Wires traveling in primary compartments are protected by braided metal outer covering. CT and breaker trip circuit wiring is terminated with insulated ring lugs. When wiring is terminated on terminal blocks, the terminal block will be identified using marker strips numbered in agreement with detailed connection diagrams. All wiring is neatly bundled using permanent anchors and tie wrapped.

7.0 CIRCUIT BREAKERS

The circuit breakers shall be horizontal draw out type capable of being withdrawn on rails. The breakers shall be operated by a motor-charged stored energy spring mechanism, charged normally by a universal electric motor and in an emergency by a manual charge handle. The primary disconnecting contacts shall be silver-plated copper.

Each circuit breaker shall contain three vacuum interrupters separately mounted in a self-contained, self-aligning pole unit which can be removed. A contact wear gap indicator for each vacuum interrupter shall be provided. The breaker front panel is removable when the breaker is withdrawn to help with inspection and maintenance.

Secondary contacts shall be silver-plated and shall automatically engage in the breaker operating position which can be manually engaged in the breaker test position. Manual or umbilical cord type secondary disconnects are not acceptable.

Breakers shall be racked in and out of the compartment using a screw type racking mechanism and shall be capable of being moved into and out of the connected and disconnected position using a manual racking crank or optionally using integrated electrical remote racking if required by the project safety directive or NFPA 70E compliance.

Interlocks shall be provided to prevent closing of a breaker between operating and test positions, to trip breakers upon insertion or removal from housing and to discharge stored energy mechanisms upon insertion or removal from the housing. The breaker shall be secured positively in the housing between and including the operating and test positions. Manual racking of the circuit breaker using a levering in crank accessory is provided. Breakers also have manual close and open pushbutton located on its face along with open and close indicators.

8.0 INSTRUMENT /CONTROL POWER TRANSFORMERS

8.1 Current Transformers

Ring type current transformers (CT's) shall be furnished as indicated herein. The thermal and mechanical ratings of the current transformers shall be coordinated with the circuit breakers. Their accuracy rating shall be equal to or higher than ANSI standard requirements. The standard location of the current transformers on the bus side and line side of the breaker units shall be front accessible to permit adding or changing current transformers without removing high voltage insulation connections. Shorting terminal blocks shall be furnished on the secondary of all the current transformers.

8.2 Voltage Transformers

Voltage (VT's) shall be mounted in drawout drawers contained in an enclosed auxiliary compartment. Shutters shall isolate primary bus stabs when the VT drawer is withdrawn.

8.3 Control Power Transformers
Control power transformers (CPT's) shall be mounted in draw out drawers contained in an enclosed auxiliary compartment. Control power transformers up to 15KVA single phase shall be mounted in drawout drawers. Control power transformers above 15KVA shall be fixed mounted with primary fuses in drawout drawers. Shutters shall isolate primary bus stabs when CPT and/or fuse drawers are withdrawn. A mechanical interlock is provided that requires CPT secondary breakers to be opened before CPT drawers or CPT primary fuse drawers can be withdrawn.

All VT, CPT and fuse drawers are arranged so they can be withdrawn from the primary circuit operating position safely for general maintenance and inspection.

The primary connection to VT, CPT and fuse drawers is single conductor cable insulated to match the same ratings as the switchgear main bus. These internal cable runs are braced and supported to meet the bracing requirements of the equipment.

9.0 PROTECTIVE RELAYS

Protective relays shall be solid state or multi-function digital type devices as listed herein on the specific bill of material. Each protective relay shall be housed in a draw out case where possible and shall have provisions for testing. Protective relays are housed in the switchgear low voltage compartment unless noted otherwise in this proposal.

Protective relays shall have settings that are readily visible and accessible from the front of the device. Where required, relays shall include target indicators. Multi-function protective relays shall have readily visible and accessible settings and controls and shall be housed in substantial cases appropriate for the application.

10.0 GENERAL CONTROL AND METERING

Instruments and meters shall be either analog type or multi-function digital or solid-state type devices as defined on the specific bill of material contained herein. Analog instruments shall be 4-1/2", 1% accuracy, switchboard quality devices. Meters shall have 250-degree scales where appropriate and legible markings indicating appropriate values and ranges measured.

Transfer and control switches shall be rotary type, heavy duty switchboard grade complete with front operating handle and escutcheon plates. Where required by the specifications, the switch contacts shall be housed in a protective casing.

Control fuses are provided in each breaker charge, close and trip circuit as well as all AC/DC control busses for other control power requirements within the switchgear. Control fuses are located in the switchgear low voltage compartment unless noted otherwise in this proposal.

11.0 NAMEPLATES
Engraved nameplates are laminated two color material and provided to identify all door mounted devices and to identify switchgear sections/compartments. Exterior nameplates are attached using 4-40 tapped stainless steel screws. Nameplates are white with black letters unless specified elsewhere in this proposal

12.0 BILL OF MATERIALS

Medium Voltage Switchgear - 12.47kV 1200A 20kA

	Section No. 1 - Main Incomer and VT Auxiliaries
1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Incoming Voltage Transformer Drawout Tray
3	Incoming Voltage Transformer
1	Main Bus Voltage Transformer Drawout Tray
3	Main Bus Voltage Transformers
9	Current Transformers
12	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Schweitzer Relay, SEL-787, #07872EE1A1A0X7985A600
1	Device 86 Lockout Relay
1	Device 86 Healthy Circuit Light
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, riser bus to roof bushings
2	Set, power cabling and supports for VT auxiliaries
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
3	1200A Roof Bushings
	Section No. 2 - Feeder Breaker A
1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Voltage Transformer Drawout Tray
3	Voltage Transformer
1	Transfer Switch, 15kV 1200A 3 Pole with external operating handle
6	Current Transformers
6	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Transformer Position Monitor, LTC, #1250-LTC-1-R-S
1	Local/Remote Switch

1	Raise/Lower Switch
1	Auto/Manual Switch
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, bus components for 1200A transfer Switch compartment
1	Set, power cabling and supports for VT auxiliaries
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
1	Roxtec Frame
3	Intermediate Class Lightning Arrestors

Section No. 3 - Feeder Breaker B

1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Transfer Switch, 15kV 1200A 3 Pole with external operating handle
6	Current Transformers
12	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Schweitzer Relay, SEL-587Z, #0587Z0X325H12XX
1	Device 86 Lockout Relay
1	Device 86 Healthy Circuit Light
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, bus components for 1200A transfer Switch compartment
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
1	Roxtec Frame
3	Intermediate Class Lightning Arrestors

Section No. 4 - Capacitor Bank Feeder

1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Transfer Switch, 15kV 1200A 3 Pole with external operating handle

6	Current Transformers
12	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Schweitzer Relay, SEL-2411, #2411A1A522X3A851130
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, bus components for 1200A transfer Switch compartment
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
1	Roxtec Frame
3	Intermediate Class Lightning Arrestors

Section No. 5 - Future Feeder C

1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Transfer Switch, 15kV 1200A 3 Pole with external operating handle
6	Current Transformers
6	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, bus components for 1200A transfer Switch compartment
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
1	Roxtec Frame
3	Intermediate Class Lightning Arrestors

Section No. 6 - Future Feeder D

1	Vacuum Circuit Breaker Element, 15kV, 1200A, 5 cycle, 25kAIC, 125VDC Controls
1	Vacuum Circuit Breaker Stationary Compartment, 1200A, glass polyester supports, for roll-in breaker
1	Vacuum Circuit Breaker MOC and TOC Switch
1	Vacuum Circuit Breaker Wheel Kit
1	Control Power Transformer Fuse Drawout Tray
1	Control Power Transformer, 25kVA, single phase, 12470/120-240VAC
2	Control Power Transformer Primary Fuses

1	Control Power Transformer Secondary Breaker
1	Control Power Transformer Key Interlock
1	Transfer Switch, 15kV 1200A 3 Pole with external operating handle
6	Current Transformers
6	Test Switch
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Set, arc flash fiber optic cabling and/or point sensor
2	Circuit Breaker Status Lights
1	NEMA 1 Indoor metal-clad vertical housing
1	Section, 1200A main copper silverplated insulated buswork
1	Set, bus components for 1200A breaker compartment
1	Set, bus components for 1200A transfer Switch compartment
1	Set, power cabling and supports for CPT auxiliary
1	Space Heater Ammeter
2	Cabinet Space Heater
1	Cabinet Thermostat
1	Roxtec Frame
3	Intermediate Class Lightning Arrestors
	System Components
1	Set, circuit breaker standard accessories
1	Circuit breaker remote racking device
1	Spare 1200A circuit breaker element
1	Circuit breaker charging motor
1	Set, spare fuses, lamps, touchup paint
1	Set, Mimic Bus
1	Circuit breaker test set

13.0 FACTORY TESTING

13.1 The control circuits shall be operated at the normal voltage and current for proper operation of circuit breakers, circuit breaker simulators, switches, contactors, interlocks, etc.

13.2 Instruments shall be energized from the low voltage winding of the potential transformers and the low current winding of current transformers. Where practical, each instrument shall be operated through its range of voltage, current and/or phase angle and frequency to produce deflections over the entire scale.

13.3 The ratio and interconnections of all potential transformers shall be functionally checked to verify conformance to the electrical drawings and electrical bills of material.

13.4 Protective relays shall be tested by applying rated current and/or voltage as required to determine proper performance characteristics. Each relay shall be tested to determine its proper operation in itself and in the total overall circuit performance. Factory settings are intended for production testing only and should not be used for final equipment commissioning settings.

13.5 A static circuit check shall be performed for auxiliary switches, external circuit connections and parts of circuitry that have not been checked or cannot be checked functionally. The devices shall be checked for mechanical function and for conformance to the schematic and wiring diagrams.

13.6 After all electrical tests and mechanical checks have been completed and corrections have been signed off, each power bus shall be given a high voltage withstand test from phase to phase and phase to ground at the specified voltage, frequency and time duration indicated in the Standard C37.20.2

NOTE: There will be no medium voltage applied and the testing will be conducted in the low voltage test area.

14.0 ENGINEERING DATA PROVIDED

Myers Power Products, Inc. standard engineering document packages depict the equipment as specified and ordered. Standard drawing packages from Myers Power Products, Inc. consist of :

Bill of Material showing all components used in the manufacturing of the switchgear, called out by original manufacturer and part number

Structural Drawings with critical dimensions showing :
- Arrangement
- Plan, front view and sectional views
- Conduit, bus duct or cable tray entrance locations and dimensions for both top and/or bottom entrance
- Main bus bar location and arrangement
- Incoming and outgoing power cable termination positions
- Anchor locations
- Data sheet with weight of equipment, general ratings and notes
- Nameplate schedule

Elementary One Line and Three Line Diagrams
- One-line diagrams with ANSI device function numbers
- Three-line diagrams showing instrument transformers, protective relays, control devices, meters and meter switches, breakers and pertinent like devices

Control Schematic Diagrams showing
- Electrically operated breaker / relay control schemes
- Device and terminal block terminals for equipment internal and customer connections
- Control switch developments
- Control busses
- Space heater circuits
- Automation/PLC I/O circuits

Relay Panels

1.0 SCOPE

This scope of supply includes the basic design and functional features for relay panels as as outlined herein and as further described in accompanying sections of this proposal.

2.0 STANDARDS/REFERENCES

The relay panels and all components are manufactured in accordance with the latest applicable standards of NEMA and NEC.

3.0 BILL OF MATERIAL

	Relay Panel No. 1 - RTU/COMM
1	Freestanding indoor NEMA 1 relay panel housing
1	Schweitzer RTAC, SEL-3530, #3530#9B44
1	Schweitzer Clock, SEL-2407, #24070001B
1	lot, fuses, fuse blocks, terminal blocks, etc.

	Relay Panel No. 2 - 69kV CB 332
1	Freestanding indoor NEMA 1 relay panel housing
1	Schweitzer Relay, SEL-751, #751401ACA1A7085A600
1	Schweitzer Relay, SEL-311L, #0311L0HDD3254XXXX
1	Device 79C0 Cutout Switch
1	Device 52CS Control Switch
1	Device 43 Local/Remote Switch
12	Test Switch
3	Status Lights
1	lot, fuses, fuse blocks, terminal blocks, etc.

125VDC Battery System

Quantity	Product Code	Description
1	A12B	Lamarche A12B-15-130V-A1-60L-03370 Filtered Battery Charger 15 Amp, 130V DC Output 120 Vac Single Phase Input With the following options: ACC016 AC BREAKER (2P) ACC017 DC BREAKER (2P) ACC 52E Alarm Package with LCD Display and data logging
1		Lamarche Floor stand
20	3DJ-05HP	C&D 3DJ-05HP Flooded Battery3 cell jars, 6v, 130AH.
1	RE05648-2T	RDB0801-7.3P acc kit
1	RDB0801-7.3P	C&D RDB0801-7.3P 2T RackRack Length: 7' 3", Two Tier
1	Eagle 25-92	Enviroguard Eagle 25-92 Spill Containment UL listed spill containment liner system with pillows

Field Services

Installation

Number of Techs	2
Days on Site	2

Acceptance Testing and Training

- Acceptance Testing on the equipment below:

Item #	Description	Quantity
1	**Reference Drawing #NIP-1** **North Industrial Park One Line Diagram**	
	25 KVA 7200-120/240v CPT	1
	1200A Medium Voltage Circuit Breaker	6
	7200-120V PT's	3 sets
	1200:5 MR C200 CT's	13 Sets
	7.65 KV Lightning Arresters	5 Sets
	Transfer Switch	5
	SEL-751	7
	SEL-787	1
	SEL-587Z	1
	SEL-311L	1

- Training for switchgear

Clarifications, Comments, and Exceptions

NOTE: THE FOLLOWING CLARIFICATIONS, COMMENTS AND EXCEPTIONS MUST BE ACKNOWLEDGED AND RESOLVED IN WRITING PRIOR TO ANY PROJECT AWARD.

Power Distribution Center (PDC)

- Reference Agreement Between Owner and Seller for Procurement Contracts, Section 00 52 00.
  - Par. 9.01.B: Exception is taken to any visits to the Point of Destination prior to award.
- Reference Specification Medium Voltage Metal-Clad Switchgear, Section 26 13 26.
  - Par. 2.2.D: Building is designed for Occupancy Category II.
  - Par. 2.6: Note that 5 (five) fiber optic cables for connection between relays and RTAC. We also included an estimated 100 interconnect control terminations between Relay Panels / SWGR / PDC components. Please review carefully and advise if additional control or communication interconnects are needed, which we can do for an additional cost.
  - Par. 3.2: Please note that the price for freight is an estimate. Freight charges in excess of this estimate shall be borne by Buyer; surcharges and excess charges beyond the control of Supplier shall be borne by Buyer.
  - Par. 3.6: Note that Myers included extended warranty of 24 months from delivery, not from date of energization.
  - State certification is not included. If required, please advise to re-quote.
- UL listed/labeled components will be supplied where possible. No 3rd Party Certifications are included in base price.
- All Power Distribution Center load weights and dimensions are approximations for quotation purposes only. Actual load weights and dimensions must be verified by structural calculations.
- All freight pricing is subject to change, but not limited to, the conditions listed in the commercial section of this proposal. All freight pricing is estimated for bidding purposes only.
- HVAC calculations are estimated for bidding purposes only.
  - Equipment Wattage per-structure is estimated only.
  - It is the customers/client's responsibility to provide accurate losses for any owner furnished equipment.
  - These calculations are based only on current information. Any additional information supplied may affect these calculations.
  - Unless otherwise noted, transformers and VFD losses are typically calculated utilizing a 97% efficiency rating.
  - Due to the nature of Myers Power Products, Inc. typical projects, latent gain is not calculated in this estimate
  - If special circumstances exist, it is the customer's responsibility to make Myers Power Products, Inc. aware of them.
- EMT conduit shall be utilized on the interior of the building.
- Control and Power wiring is included as detailed in our proposal. Additional circuits can be provided upon receipt off detailed information for an additional cost.
- If required, an equipment interconnect wiring/cable list will be produced for subsequent use in the field. In the event of interfacing with customer equipment (whether internally installed CFEs or interfaces with external equipment), all pertinent information for such interfaces must be provided by the customer in the form of either customer provided wiring diagrams or wiring/cable schedules.

The information to be included shall include source, destination, terminal#, wire/cable size, wire/cable type, and tagging requirements. If the information provided is not complete prior to release to manufacturing an adder will be provided to account for additional engineering resources to help determine the correct interconnect requirements.

- We quoted our standard installation processes for electrical utilities, cable tray, and grounding which will meet or exceed NEC / ANSI installation requirements. Please review and advise if changes are required.
- If structural PE calculations are included in our proposal, please note the following: Preliminary calculations are provided for the approval process. Calculations sealed by the P.E. will be furnished after customer's final approval and release for construction. Any changes to the PEC affecting layout or design will result in added cost.
- Customer Furnished Equipment (CFE): All CFE, will be addressed during the project kickoff along with a schedule and letter submitted for due dates. At that time, all information (Drawings, Dimensions, Heat/Loss, Interconnect, Storage Requirements) regarding any CFE being issued by purchaser, to be installed by Myers Power Products, Inc. is required. If any information related to CFE is received after the release to manufacturing, Myers Power Products, Inc. has the right to place the project on hold, review the supplied information and issue a schedule revision and/or change order for incorporation of the delinquent information if capacity allows. Similarly, if the information required to properly install, wire, interconnect or test the CFE is not provided in a clear concise manner thereby requiring additional time to extract, extrapolate or coordinate with external parties to obtain relevant, applicable and pertinent information, Myers Power Products, Inc. reserves the right to issue a schedule revision and/or change order for such additional time. All CFE needs to be labeled and sent per instructions. If shipments cannot be identified at Myers Power Products, Inc. receiving department, all trucks will be rerouted back to shipper until proper documentation is complete.
- Due to hazardous cargo considerations, batteries will ship directly to the jobsite from the battery manufacturer facility for installation in the field by others. Additional cost may ensue if battery storage is required.

Battery System

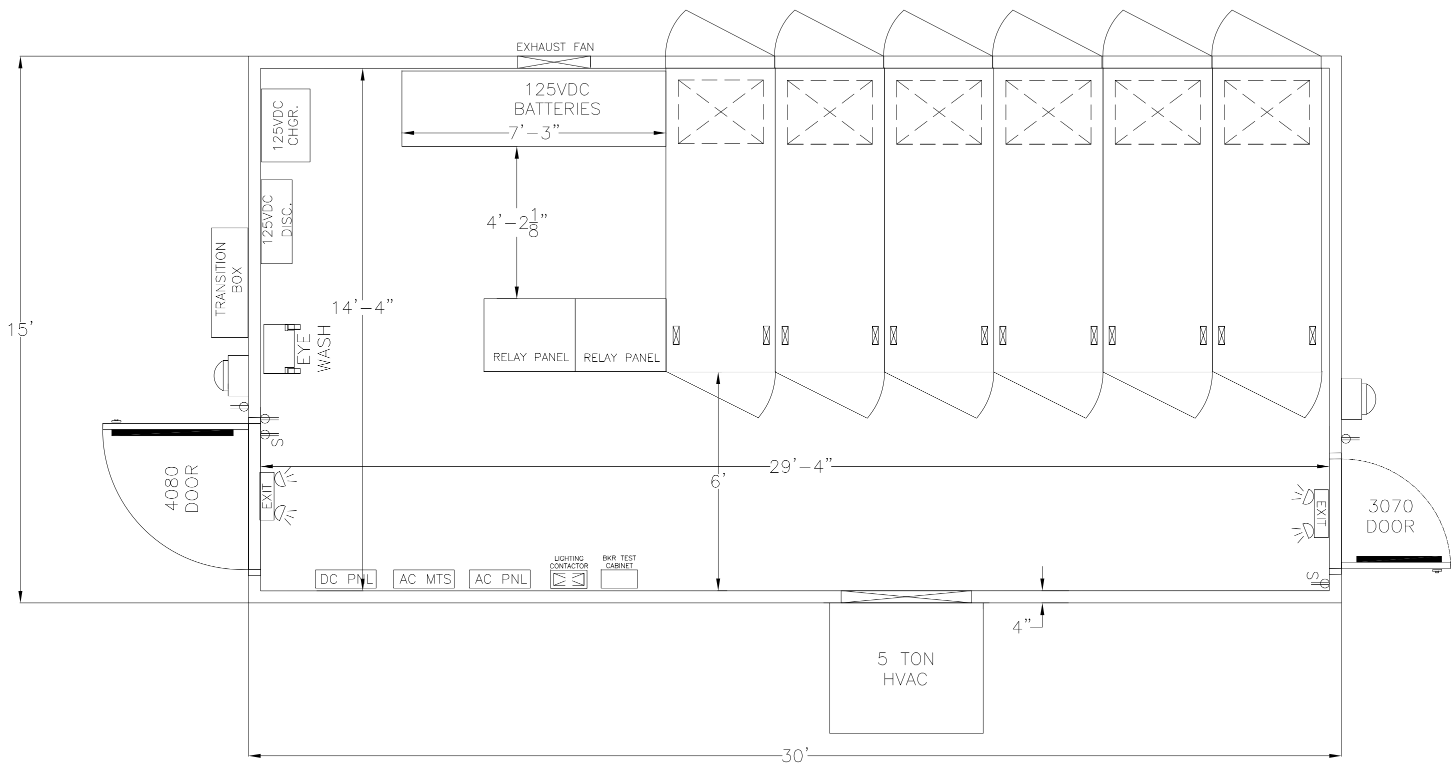
- Specific clarifications per the provided specifications
  - Battery and Charger sizing are based on battery part number and the charger amps shown in specs.
  - No calculations of the charger and/or battery were performed. It is the customer's responsibility to verify that the system meets the needs of this project.
  - The charger quoted is supplied with its standard wiring and labeling.
  - Battery manufacturer will provide its standard installation manual, marking, and shipping documentation normally supplied with SENS products.
  - Charger quoted comes with the manufacturer's standard warranty, battery manufacturer to provide standard warranty.
  - Any items not quoted to be supplied by others.
  - Anchoring kits provided by others.
  - Wiring out to the SEL 3530 RTAC is not provided.

Field Services – Acceptance Testing and Training

- All equipment testing included in this scope will be performed in accordance with NETA ATS, IEEE/ANSI and manufacturers recommendations.
- NETE's Technicians and Engineers are NICET certified.
- Work will be done during straight time Monday – Friday.
- A set of Electronic Test reports within 2 weeks from the completion of all work.
- Settings for all [programmable relays and meters must be provided to the NETE Engineer in electronic format ready to upload to the devices. Files/Settings shall be complete including control and I/O as required.
- Customer to provide 120VAC , 30A power within 50 feet of switchgear for test equipment.
- Training proposed as separate trip, 5 days and 5 sessions. Any additional days will incur a change order.
- Not included are:
    - NETA Specifications, Optional items.
    - Remote Control/Monitoring Systems i.e. SCADA/RTU programming and testing.
    - Power Systems Studies.
    - Cable testing is not included but may be provided for an adder.
    - External equipment or existing equipment besides the listed equipment are not included.
    - Video Recording of training sessions.
    - Attendee training materials have not been included. NETE recommends that the attendees utilize the manufacturer's O&M Manuals.

General

- Initial submittals shall be based on this quotation and the information provided at time of quotation.
- Standard Myers Power Products, Inc. inspection and test procedures will be performed on all Myers Power Products, Inc. furnished equipment in an ISO 9001 certified facility. Myers Power Products, Inc. standard documentation package is quoted.
- Commissioning and two-year spare parts list will be finalized after BOM acceptance.
- Welding will be per AWS D1.1.
- Material origins were not specified and shall be determined by Myers Power Products, Inc. and our sub-vendors.
- Drawings shall be provided in electronic (.DWG & .PDF) format, or B-Size 11x17" prints
- Customer shall be responsible for any applicable taxes or fees.
- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.
- Our proposal is based on the above bill of material. Any items, material or work, which are not specifically addressed in this quotation are not included. Changes can be provided if required at an additional cost.



NOTES:

NO.	DATE	REVISION DESCRIPTION	BY	APPR
A	02/03/23	PRELIMINARY	BR	

SCALE:

PROJECT INFO:
COFFEYVILLE MUNICIPAL LIGHT & POWER
NORTH INDUSTRIAL PARK
BUILDING LAYOUT
MV SWGR
12.47KV, 1200A, 3PH, 3W, 20KA

CONTRACT/P.O#:
CUST. REF#:
TAG#:
PROJECT#: 2023.XXXX

Myers Power Products, Inc.
2950 East Philadelphia St., Ontario, CA 91761

DWG TITLE: PDC LAYOUT

DWG NO.:
SHEET: 1
REV.:

MYERS POWER PRODUCTS, INC.

Standard Switchgear Limited Warranty

Myers Power Products, Inc., warrants to the original purchaser that the complete switchgear, together with all parts included in the original purchase (the "Switchgear"), has been designed in accordance with the specifications of the original purchaser, and that the Switchgear will be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of delivery of the Switchgear at its destination from the factory. Myers Power Products, Inc.'s liability under this limited warranty does not extend to defects/or damage caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation for this limited warranty to be valid.

Should defects in material and / or workmanship during the standard limited warranty period occur, Myers Power Products, Inc.'s liability and purchaser's remedies under this limited warranty shall be limited solely to repair or replacement of defect. Purchaser shall give Myers Power Products, Inc. prompt written notice of any claim hereunder. Myers Power Products, Inc. shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Myers Power Products, Inc. without advance authorization and instructions from the Customer Service Department.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. MYERS POWER PRODUCTS, INC., SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS.

Myers Power Products, Inc. • 2950 E. Philadelphia Street, Ontario, California 91761 • (909) 923-1800

Contact Vendor: Tony Williams, Myers Power Products by phone at 866-MY-MYERS or email Repairs@MyersPower.com

Provide SW#________________________________ Provide Product Serial Number________________________

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Myers Power Products, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 31, 2013
Expiration Date: August 31, 2022
WBENC National Certification Number: 2005122921

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D

Authorized by Pamela Williamson, President & CEO Women's Business Enterprise Council - West

WBEC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 335314, 335312, 335313, 335999, 336211
UNSPSC: 31331200, 31331209, 32121705, 39121007, 39121011, 39121100, 39121101, 39121102, 39121103, 39121104, 39121105, 39121106, 39121107, 39121108, 39121110, 39121111, 39121112, 39121115, 39121116

Center for Women & Enterprise | Great Lakes Women's Business Council | Greater Women's Business Council | Women's Business Council Southwest | WBEC Metro NY | WBEC Greater DMV | WBEA | WBEC East | WBEC ORV | WBEC Pacific | Women's Business Development Center | WBEC South | WBEC Florida

SECTION 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Myers Power Products, Inc.

2950 East Philadelphia Street, Ontario, CA 91761

SURETY *(Name, and Address of Principal Place of Business)*:

Endurance Assurance Corporation

4 Manhattanville Road, Purchase, NY 10577

OWNER *(Name and Address)*:

City Of Coffeyville - Municipal Light & Power

102 W. 7th Street, Coffeyville, KS 67337

BID

Bid Due Date: April 26, 2023

Description *(Project Name— Include Location)*: North Industrial Park Substation - Switchgear RFQ

BOND

Bond Number: n/a

Date: April 14, 2023

Penal sum Five Percent of Amount Bid (Words) $ 5% of Amount Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Myers Power Products, Inc. (Seal)	Endurance Assurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Tom Rothenberger	By: Josefina Rojo
Signature	Signature (Attach Power of Attorney)
TOM ROTHENBERGER	Josefina Rojo
Print Name	Print Name
EXEC V.P.	Attorney-in-Fact
Title	Title
Attest: Catherine Fang	Attest: John P. Harney
Signature	Signature
DIRECTOR CONTRACTS MANAGEMENT	John P. Harney, Witness
Title	Title

EJCDC® C-435, Bid Bond (Damages Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
   1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
   1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **John P. Harney, Jacquelyn M. Norstrom, Josefina Rojo, Haley A. Anderson, Cassandra L. Stone, Pramod Venkatesh, Steven L. Wulff** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1990 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of April, 2023.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 **Mailing Address:** Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois
County of Cook

On this 14th day of April 2023, before me personally appeared Josefina Rojo, known to me to be the Attorney-in-fact of Endurance Assurance Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.

OFFICIAL SEAL
M LABNO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/11/23

M Labno

(Notary Public)

(Seal)

Item # J-3

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	May 23, 2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-28	
AGENDA TITLE	**Substation B North & South** ▪ **Electrical Engineering Study & Design Phase II** ○ **Substation B-North Improvements/Upgrades**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook	
FISCAL INFORMATION	Cost as recommended:	$115,600
	Budget Line Item:	810-5-040-478
	Balance Available	$
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	Secure and approve engineering services to further study station improvements to Electrical Station B-North & South.	

BACKGROUND	In March of this year, Commission approved an authorization to engage Olsson Engineering to investigate improvements to Substation B North & South, to allow for upgrades and improvements to support increased reliability and expansion for CRNF. The study showed detailed conceptual design and benefits of potential improvements. This next phase will allow Olsson to develop a more detailed cost estimate for improvements, including pricing and cost for purchasing and relocating 2- 125 MVA transformers, relocating B-Sub North structures and associated equipment to B-South, as well as developing a detailed construction sequence outlining possible material deliveries, as CRNF operations allows for a small window for outages.
SPECIAL NOTES	N/A
ANALYSIS	Utility staff has worked in partnership with the CRNF and Olsson Engineering teams to move this project forward. The cost of this second phase of the analysis will be paid for by the City, with a 65% reimbursement back to the City from CRNF. Future expenses involved with station improvements or upgrades would be applied according to and as defined in Section 1.33A and Section 7 of the Amended and Restated Electric Service Agreement between the City of Coffeyville and Coffeyville Resources Nitrogen Fertilizers, which states that any recovery costs associated with Direct Assignment Facilities shall be negotiated by the parties in advance of the design, planning and construction.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to and direct the Director of Finance to execute a purchase order for electric engineering services with Olsson, Inc. for Phase II of the analysis of improvements to Coffeyville Substation B-North & South in the amount not to exceed $115,600.00.
REFERENCE DOCUMENTS ATTACHED	Olsson, Inc. – Amendment #1 to Master Services Agreement Work Order

RESOLUTION NO. R-23-28

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR ENGINEERING SERVICES WITH OLSSON INC. FOR ELECTRICAL ENGINEERING FOR SUBSTATION B NORTH & SOUTH AT A COST NOT TO EXCEED $115,600.00 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 issue a purchase order for Olsson Engineering Inc. for electrical engineering analysis at a cost not to exceed $115,600.00 for the City of Coffeyville Electric Utility Substations B-North & South.

ADOPTED THIS 23th DAY OF MAY, 2023.

____
Ann Marie Vannoster, Mayor

ATTEST:

____
Melissa Carter, City Clerk

AMENDMENT #1 TO MASTER AGREEMENT WORK ORDER

This AMENDMENT ("Amendment") shall amend and become a part of the AGREEMENT BETWEEN COMPANY AND ENGINEER FOR PROFESSIONAL SERVICES MASTER AGREEMENT WORK ORDER dated March 14, 2023 between The City of Coffeyville ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Coffeyville, KS

Project Description: Coffeyville Kansas Transformer (Fertilizer Plant Conceptual Design)

EXECUTIVE SUMMARY

There are currently two transformers that provide power to the fertilizer plant that are unable to meet the power demands of the facility such that a transformer upgrade is necessary. Olsson will investigate options and provide client with two alternatives, at the discretion of the conceptual design team, for adding capacity to the plant, including replacement of the existing transformers with 125 MVA transformers. In addition, the new transformer arrangement will have additional ampacity demands, increased physical footprint, and increased oil capacity. Olsson's design teams will investigate the need for any buswork upgrades, foundation changes/additions, changes/additions to the oil containment design, and applying a new relay protection scheme to accommodate installation of the new transformers.

CHANGE OF SCOPE

Olsson has completed the conceptual design services outlined in the original Agreement and Client has brought forth additional items to be added to the original scope of services. Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

1.1 Develop a detailed construction sequence outlining material delivery and limitations of outages.

1.1.1 System cannot be run at reduced load. Outage is limited to a 28-day window.

1.2 Develop specifications for the two impedance matched transformers.

1.3 Reach out to Delta Star, Prolec-GE Waukesha, WEG, Virginia Transformer, and Sanil transformer vendors for quote and lead time. Contact Solomon to inquire about potential rebuilt units.

1.3.1 Bidding of transformers is not included in this amendment's scope of services. Such work can be added to Olsson's scope of services by a future Amendment to this Work Order.

1.4 Obtain quote from SEL for developing relay settings for protection scheme. Relay setting development is not included in this amendment's scope of services. Such work can be added to Olsson's scope of services by a future Amendment to this Work Order.

1.5 Update conceptual design for additional reliability, redundancy, verify and have SEL make any required updates to the conceptual design protection scheme.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Estimated Schedule

Anticipated Start Date: 05/10/2023
Anticipated Completion Date: 07/10/2023

Phase Description	Calendar Days
Updated Conceptual Design Phase	60 Days from Notice to Proceed

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Lump Sum

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of $115,600 dollars. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Mike Shook.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy of your files and return an executed original to

Olsson, 1027 S. Main St, Suite 503, Joplin, MO 64801. This proposal will be open for acceptance for a period of 20 days from May 10, 2023, unless changed by us in writing.

OLSSON, INC.

By ______________________________
Rusty Hartman, Vice President

By ______________________________
Matt Robinson, Senior Project Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

THE CITY OF COFFEYVILLE

By ______________________________
Signature

Print Name ______________________

Title ____________________________

Dated: __________________________