



119 North Hersey  
Avenue  
P.O. Box 567  
Beloit, Kansas 67420

## CITY COUNCIL AGENDA

Wednesday, July 1, 2020  
7:00 p.m.

### 1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

### 2. MAYOR AND COUNCIL REPORTS

### 3. STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report
  - a. Sales Tax
  - b. SRTS 2B
  - c. WTP Update
- C. Community Development Director Report
- D. Beloit Police Chief Report

### 4. PUBLIC HEARING

- A. None

### 5. PUBLIC COMMENT

- A. None

### 6. CONSENT AGENDA

- A. 6/17/2020 City Council Meeting Minutes
- B. Appropriations 7A

### 7. ORDINANCES

- A. None

### 8. RESOLUTIONS

- A. Resolution 2020-14 Election Question
- B. Resolution 2020-15 HVAC Contract

### 9. FORMAL ACTIONS

- A. Mosquito Treatment Bid

### 10. CLOSED SESSION

### 11. ADJOURNMENT

## ***WORK SESSION AGENDA***

### 1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report

### 2. DISCUSSION ITEMS

- A. BCBS and Benefit Package Discussion

### 3. ADJOURNMENT

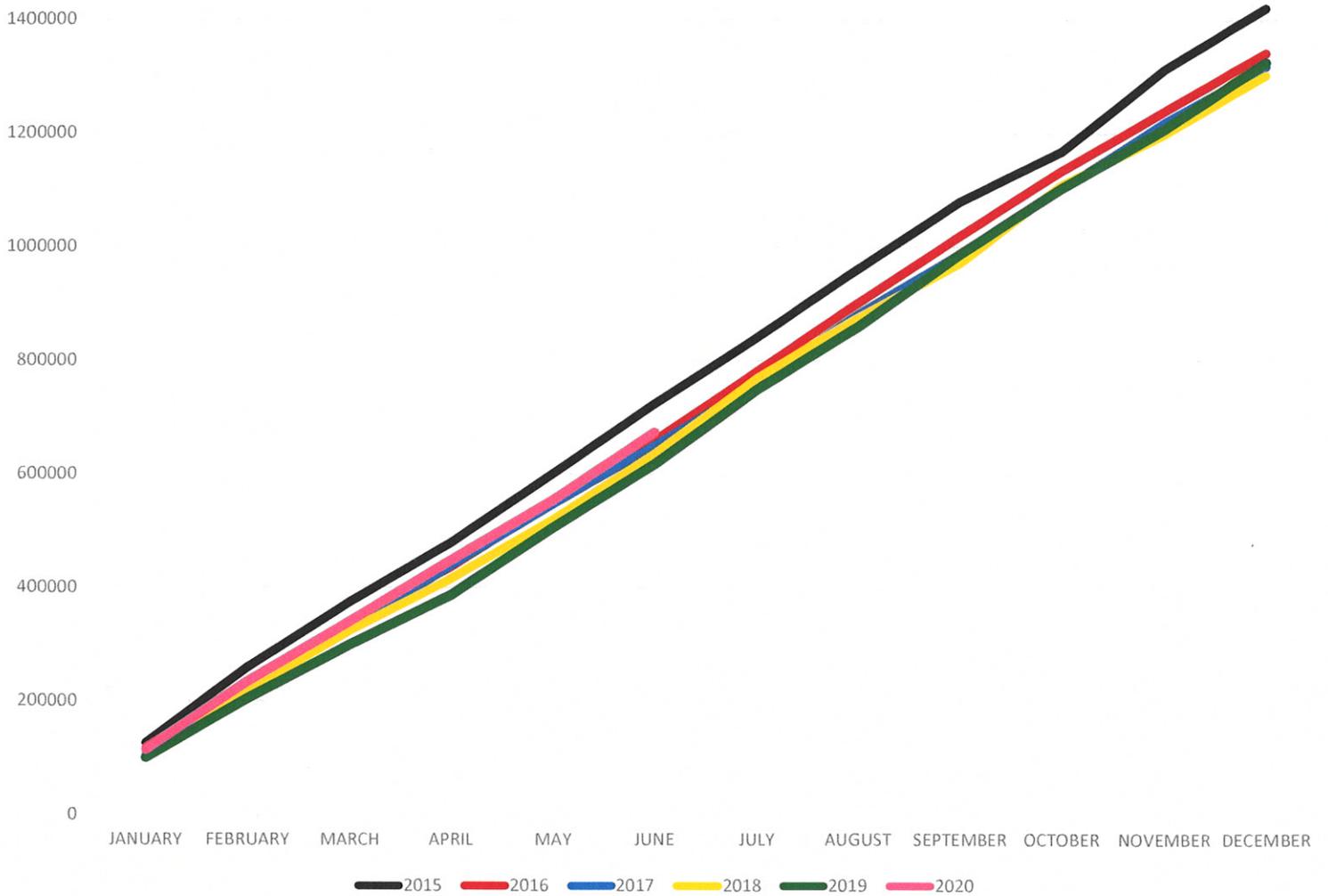
**NOTE: Background information is available for review in the office of the City Clerk prior to the meeting.**

**The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.**

CITY OF БЕЛОИТ SALES TAX REVENUE

SALES TAX	2015	2016	2017	2018	2019	2020
JANUARY	125,983.23	117,774.02	102,747.05	109,162.19	100,234.82	114,533.69
FEBRUARY	134,134.78	109,648.83	118,085.61	109,501.08	104,748.92	120,470.44
MARCH	115,205.86	109,246.42	103,763.45	106,384.25	94,525.59	105,946.59
APRIL	103,651.62	99,984.99	113,938.45	89,916.96	87,499.43	107,404.22
MAY	121,941.32	113,426.40	109,437.07	104,627.60	119,176.31	106,176.29
JUNE	122,286.55	109,101.67	102,372.18	115,972.71	111,186.28	119,138.56
JULY	117,642.41	122,005.99	110,024.70	133,246.04	131,660.73	
AUGUST	120,715.96	120,558.69	121,068.11	106,519.70	110,232.51	
SEPTEMBER	118,541.72	117,954.54	107,033.90	97,207.55	128,919.86	
OCTOBER	88,173.61	114,790.42	114,683.22	136,175.60	115,689.81	
NOVEMBER	144,227.38	104,749.92	115,654.49	90,159.84	103,917.93	
DECEMBER	109,291.95	103,528.67	100,506.81	104,899.41	118,329.81	
	1,421,796.39	1,342,770.56	1,319,315.04	1,303,772.93	1,326,122.00	673,669.79

2015-2020 Sales Tax Revenue



BELOIT CITY COUNCIL MEETING MINUTES  
June 17, 2020

The Beloit City Council met in regular session on June 17, 2020 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Tony Gengler, Todd Adolph, Andrew Grabon, Matt Otte, Lee McMillan, and Jamie Meier. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

Department heads in attendance was Heather Hartman, and Steve Krier.

Mayor Tom Naasz gave the invocation and the Pledge of Allegiance was recited.

Councilor Adolph thanked Lynn Miller and her crew for their work opening the pool. Councilor McMillan thought the sidewalks going in at North Hersey was looking nice.

City Manager Jason Rabe discussed the following:

1. Safe Routes to School 2B construction has started.
2. Received dividend check from EMC for \$46,302.00.
3. Water Treatment Plant update – no new updates.
4. ISO fire rating for Beloit went from a 5 to a 4 rating. This should lower insurance rates for homeowners but not sure by how much.

Director of Community Development Heather Hartman updated Council on on-going projects.

A motion was made by Councilor Adolph and seconded by Councilor Gengler to approve the June 3, 2020 Council Meeting Minutes, June 10, 2020 Special Council Meeting Minutes, and Appropriations 6B in its entirety. Motion carried 6-0. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor Grabon to approve Ordinance 2274 Animal Control. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve Ordinance 2275 Electric Rate Structure. Motion carried 6-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Meier to approve Ordinance 2276 Vacate Alley in Block 11. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve Resolution 2020-10 Solar Origination Agreement with POW Solar LLC. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve Resolution 2020-11 Fee Resolution update. Motion carried 6-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve Resolution 2020-12 School Resource Officer Agreement with USD 273. Motion carried 6-0. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor Adolph to approve Resolution 2020-13 Setting a public Hearing for unfit structure located at 511 W Court. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Meier to approve the Blue Cross Blue Shield Self-Funded health care plan with select \$15/\$50/\$75 Rx co-pays of Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Law Enforcement Center HVAC Improvement bid from Glassman Corporation for the amount of \$227,000.00. Motion carried 6-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Otte to approve the CDBG-CV Grant Agreement with Kansas Department of Commerce. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the CDBG-CV Grant Authorized Signature form. Motion carried 6-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor McMillan to appoint Manfred Milbers as Director voting delegate and Steve Krier for Alternative voting delegate for the KMGa Board of Directors. Motion carried 6-0. Nays: None.

A motion was made by Councilor Otte and seconded by Councilor McMillan to approve the Fire Department Appointments recommended by the Fire Department. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Wire Bid from Boarder States in the amount of \$1,998.00. Motion carried 6-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve the Cross-Arm Bid from Boarder States in the amount of \$6,977.00. Motion carried 6-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to adjourn the meeting. Motion carried 6-0. Nays: None. The meeting ended at 8:17 p.m.

Work Session began at 8:17 p.m. Council Members in attendance were Council Members in attendance were Tony Gengler, Todd Adolph, Andrew Grabon, Matt Otte, Lee McMillan, and

Jamie Meier. Also present was City Attorney Katie Schroeder, City Manager Jason Rabe, and City Clerk Amanda Lomax.

Department heads in attendance was Heather Hartman, and Steve Krier.

City Manager Jason Rabe and City Attorney Katie Schroeder discussed ward/election changes. A resolution will be presented next council meeting that would put a question on the ballot to eliminate wards and reduce the council from 6 to 5 members plus the mayor.

Work Session Ended: 8:29 p.m.

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TOM NAASZ, Mayor

ATTEST:

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AMANDA LOMAX, City Clerk

## Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
6	<b>ABRAM READY-MIX, INC</b>									
80364		7/3/2020	7/3/2020		1,169.01					Posted
		30-00-6150				37119-FLOWABLE-SRTS			598.90✓	0.00
		30-00-6150				37120-ROCK-SRTS			316.73✓	0.00
		30-00-6150				37120-ROCK			253.38✓	0.00
									1,169.01✓	0.00
80384		7/3/2020	7/3/2020		2,472.96					Posted
		52-43-4380				37071-FLOWABLE			588.80✓	0.00
		52-43-4380				36991-FLOWABLE			58.88✓	0.00
		52-43-4380				37095-FLOWABLE			529.92✓	0.00
		52-43-4380				37195-FLOWABLE			647.68✓	0.00
		52-43-4380				37193-FLOWABLE			647.68✓	0.00
									2,472.96✓	0.00
80406		7/3/2020	7/3/2020		855.58					Posted
		30-00-6150				37272-ROCK-SRTS			443.42✓	0.00
		30-00-6150				37271-FLOWABLE-SRTS			412.16✓	0.00
									855.58✓	0.00
80430		7/3/2020	7/3/2020		2,035.12					Posted
		25-00-6150				37147-FLOWABLE			239.56✓	0.00
		30-00-6150				37148-ROCK-SRTS			190.04✓	0.00
		30-00-6150				37178-FLOWABLE-SRTS			359.34✓	0.00
		25-00-6150				37178-FLOWABLE			359.34✓	0.00
		30-00-6150				37179-ROCK-SRTS			443.42✓	0.00
		30-00-6150				37194-ROCK-SRTS			443.42✓	0.00
									2,035.12✓	0.00
80443		7/3/2020	7/3/2020		348.40	37014				Posted
		10-18-6150				ROCK FOR THIEROLF PARK			348.40✓	0.00
1060	<b>ACCURATE LABS</b>									
80383		7/3/2020	7/3/2020		223.89	SU31989				Posted
		52-41-6170				BUFFER SOLUTION			223.89✓	0.00
9	<b>ACKERMAN SUPPLY</b>									
80368		7/3/2020	7/3/2020		29.99	302858				Posted
		53-41-4330				WIRE WHEEL			29.99✓	0.00
80381		7/3/2020	7/3/2020		24.97	302707				Posted
		51-41-6000				FITTINGS & GORILLA TAPE			24.97✓	0.00
80392		7/3/2020	7/3/2020		86.18	303183				Posted
		53-43-6000				DUCT TAPE, BOLTS & FASTENERS			28.73✓	0.00
		52-43-6000				DUCT TAPE, BOLTS & FASTENERS			28.73✓	0.00
		51-43-6000				DUCT TAPE, BOLTS & FASTENERS			28.72✓	0.00
									86.18✓	0.00
3148	<b>AMERICAN AG &amp; AUTO</b>									
80434		7/3/2020	7/3/2020		285.40	22041				Posted
		10-13-7420				TOW BILL			285.40✓	0.00
813	<b>AMERIPRIDE SERVICES INC.</b>									
80354		7/3/2020	7/3/2020		170.35	2301141790				Posted
		10-13-4300				FLOOR MATS			170.35✓	0.00
80365		7/3/2020	7/3/2020		94.64	2301148847				Posted
		10-15-3000				SHOP TOWELS, RUGS			94.64✓	0.00
80437		7/3/2020	7/3/2020		167.83	2301148853				Posted
		10-13-4300				FLOOR MATS			167.83✓	0.00
3253	<b>AT&amp;T MOBILITY</b>									
80433		7/3/2020	7/3/2020		358.88	287289769859X06				Posted
		10-13-5310				PD PHONES			358.88✓	0.00
63	<b>BELL MEMORIALS LLC</b>									
80435		7/3/2020	7/3/2020		657.00	13759				Posted
		10-13-7420				GOLF CART LETTERING			657.00✓	0.00
2809	<b>BELOIT CAR WASH LLC</b>									
80355		7/3/2020	7/3/2020		274.58					Posted
		10-13-4310				MAY WASHES			274.58✓	0.00
2735	<b>BEVERAGE CARBONATION SERVICE</b>									
80385		7/3/2020	7/3/2020		365.60	H104980				Posted
		51-41-6170				CO2			365.60✓	0.00

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			<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
669	<b>BLADE-EMPIRE PUBLISHING (continued)</b>									
80353		7/3/2020	10-13-6400		78.27	1 YR SUBSCRIPTION-POLICE DEPT.			78.27 ✓	Posted 0.00
142	<b>CHAMBER OF COMMERCE</b>									
80352		7/3/2020	10-11-3000		1,000.00	3197 WACONDA FIREWORKS GOLD SPONSC			1,000.00 ✓	Posted 0.00
1200	<b>CHEMQUEST, INC.</b>									
80371		7/3/2020	53-41-6170		1,787.50	1082 VER-DATE			1,787.50 ✓	Posted 0.00
2994	<b>CINTAS FIRE 636525</b>									
80356		7/3/2020	10-13-7440		286.56	019P510054 EXTINGUISHER INSPECTION			286.56 ✓	Posted 0.00
80372		7/3/2020	53-43-7440		402.65	019P510065 EXTINGUISHER INSPECTION			134.22 ✓	Posted 0.00
			52-43-7440			EXTINGUISHER INSPECTION			134.22 ✓	0.00
			51-43-7440			EXTINGUISHER INSPECTION			134.21 ✓	0.00
									402.65 ✓	0.00
80373		7/3/2020	53-41-3000		440.51	019P510064 EXTINGUISHER INSPECTION			440.51 ✓	Posted 0.00
80386		7/3/2020	51-41-3000		477.28	019P510066 EXTINGUISHER INSPECTION			477.28 ✓	Posted 0.00
80387		7/3/2020	52-41-3000		271.29	019P509978 EXTINGUISHER INSPECTION			271.29 ✓	Posted 0.00
1135	<b>CRAFCO, INC.</b>									
80366		7/3/2020	25-00-4330		910.00	9402265854 HEAT TRANSFER OIL			910.00 ✓	Posted 0.00
3080	<b>DBT TRANSPORTATION SERVICES LLC</b>									
80367		7/3/2020	10-22-3000		4,800.00	2543902 AWOS ANNUAL MAINTENANCE-JUNE 20			4,800.00 ✓	Posted 0.00
193	<b>DOLLAR GENERAL STORE-MSC-410526</b>									
80442		7/3/2020	10-21-6190		22.75	1000981073-NAPKINS, TEA BAG, PLATE			7.00 ✓	Posted 0.00
			10-21-6000			1000980676-SPRAYER, BOWL & BRUSH			11.75 ✓	0.00
			10-18-6000			1000980252-TOILET PAPER			4.00 ✓	0.00
									22.75 ✓	0.00
237	<b>FINN-KOOL INC</b>									
80374		7/3/2020	53-41-4360		2,535.00	22945-SURFACE GRIND VALVE CASTIN			2,400.00 ✓	Posted 0.00
			53-41-4360			22761-REPAIR ARMATURE			135.00 ✓	0.00
									2,535.00 ✓	0.00
80405		7/3/2020	30-00-6150		150.00	22966 TUBE			150.00 ✓	Posted 0.00
243	<b>FRASIER, JOHNSON, &amp; MARTIN, LLC</b>									
80362		7/3/2020	10-12-3000		16.50	69963 ATTY FEES			16.50 ✓	Posted 0.00
297	<b>HARRISON &amp; DEMEL LAW OFFICE LLC</b>									
80357		7/3/2020	10-12-3000		192.00	271 ATTY FEES-K. MUSGROVE			192.00 ✓	Posted 0.00
3246	<b>HILL'S PET NUTRITION SALES, INC</b>									
80358		7/3/2020	10-13-3510		81.78	0235420923 DOG FOOD			81.78 ✓	Posted 0.00
1803	<b>VICKI JACKSON</b>									
80363		7/3/2020	10-12-3320		200.00	RESTITUTION-DOG BITE-202000072			200.00 ✓	Posted 0.00
364	<b>KANSAS JUDICIAL COUNCIL</b>									
80359		7/3/2020	10-12-6110		45.00	40292 2019 COURT MANUAL SUPPLEMENT			45.00 ✓	Posted 0.00
1887	<b>KMEA GRDA OPERATING FUND</b>									
80377		7/3/2020	53-41-6220		122,027.49	GRDA-BE-20-07 JULY SERVICE			122,027.49 ✓	Posted 0.00

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		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
556	<b>KMEA WAPA OPERATING FUND (continued)</b>									
80376		7/3/2020	7/3/2020	13,927.41	WAPA-BL-20-06	JUNE SERVICE			13,927.41 ✓	Posted 0.00
366	<b>KMEA/KMGA</b>									
80375		7/3/2020	7/3/2020	35.00	KMGA-BE-2020-05	MAY SERVICE			35.00 ✓	Posted 0.00
2154	<b>KU PUBLIC MANAGEMENT CENTER</b>									
80438		7/3/2020	7/3/2020	1,425.00	29087240	SUPERVISOR TRAINING			1,425.00 ✓	Posted 0.00
409	<b>LIGHT &amp; WATER UTILITIES</b>									
80447		7/3/2020	7/3/2020	31,202.30						Posted
		10-11-6220				ADMIN			1,363.36 ✓	0.00
		10-11-6220				ADMIN SHARE			18.06 ✓	0.00
		10-13-6220				PD SHARE			18.06 ✓	0.00
		51-41-6220				WATER SHARE			18.05 ✓	0.00
		10-14-6220				FIRE DEPT			203.43 ✓	0.00
		10-15-6220				TRANSPORTATION			310.61 ✓	0.00
		10-18-6220				PARKS & REC			12,194.34 ✓	0.00
		10-20-6220				CEMETERY			114.19 ✓	0.00
		10-22-6220				AIRPORT			195.28 ✓	0.00
		51-41-6220				WATER PLANT			4,665.60 ✓	0.00
		52-41-6220				SEWER PLANT			8,306.12 ✓	0.00
		53-41-6220				POWER PLANT			389.36 ✓	0.00
		51-43-6220				WATER SYSTEMS			148.30 ✓	0.00
		52-43-6220				SEWER SYSTEMS			148.30 ✓	0.00
		53-43-6220				SYSTEMS OP SHARE			148.29 ✓	0.00
		51-43-6220				SYSTEMS OP SHARE			28.57 ✓	0.00
		52-43-6220				SYSTEMS OP SHARE			28.57 ✓	0.00
		53-43-6220				SYSTEMS OP SHARE			28.56 ✓	0.00
		10-13-6220				PD SHARE			28.56 ✓	0.00
		53-43-6220				ELECTRIC SYSTEMS			64.94 ✓	0.00
		10-19-6220				NORTH CAMPUS			1,986.24 ✓	0.00
		10-21-6220				POOL			776.52 ✓	0.00
		10-13-6220				PD			18.99 ✓	0.00
									<u>31,202.30</u> ✓	0.00
1160	<b>MID STATES ENERGY WORKS INC</b>									
80378		7/3/2020	7/3/2020	5,381.60	5384	INSTALL SEL SATELLITE SYNCHRONIZE			5,381.60 ✓	Posted 0.00
471	<b>MITCHELL COUNTY NOXIOUS WEED DEPT</b>									
80388		7/3/2020	7/3/2020	230.01						Posted
		52-41-3000				2020128-WEED TREATMENT			67.92 ✓	0.00
		52-41-3000				2020129-WEED TREATMENT			162.09 ✓	0.00
									<u>230.01</u> ✓	0.00
80444		7/3/2020	7/3/2020	132.50	2020126	SPRAY			132.50 ✓	Posted 0.00
470	<b>MITCHELL COUNTY SOLID WASTE</b>									
80382		7/3/2020	7/3/2020	10.00	006400	TRASH			10.00 ✓	Posted 0.00
342	<b>MUNICIPAL SUPPLY INC. OF NEBRASKA</b>									
80389		7/3/2020	7/3/2020	417.83						Posted
		51-43-6080				0764467-IN-FITTING RESTRAINT			289.83 ✓	0.00
		51-43-6080				0764054-IN-GASKET			128.00 ✓	0.00
									<u>417.83</u> ✓	0.00
2938	<b>NCK TOOLS</b>									
80379		7/3/2020	7/3/2020	246.00	06182031324	TOOLS			246.00 ✓	Posted 0.00
750	<b>NORTH CENTRAL AIR, INC</b>									
80390		7/3/2020	7/3/2020	106.75	6-8-87756	OIL & PARTS			106.75 ✓	Posted 0.00

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		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
3200	<b>NUTRIEN AG SOLUTIONS (continued)</b>									
80431		7/3/2020	7/3/2020		92.96	42643926				Posted
		10-15-6170				LANDMASTER			92.96✓	0.00
80445		7/3/2020	7/3/2020		90.00	42695511				Posted
		10-18-6170				TEMPO			90.00✓	0.00
2897	<b>OFFICE DEPOT, INC.</b>									
80436		7/3/2020	7/3/2020		811.90	510638483001				Posted
		10-12-6110				TONER, TP, POST IT NOTES			30.98✓	0.00
		10-13-6000				TONER, TP, POST IT NOTES			780.92✓	0.00
									<u>811.90✓</u>	<u>0.00</u>
3197	<b>PLATINUM CHEMICALS, INC</b>									
80391		7/3/2020	7/3/2020		398.00	5023-10				Posted
		52-41-6000				FACILITY TOWELS			199.00✓	0.00
		51-41-6000				FACILITY TOWELS			199.00✓	0.00
									<u>398.00✓</u>	<u>0.00</u>
534	<b>PORT LIBRARY</b>									
80351		7/3/2020	7/3/2020		60,123.00	6/16/2020				Posted
		22-00-3200				LIBRARY PAYMENT			60,123.00✓	0.00
1263	<b>PRAIRIE FIRE COFFEE ROASTERS</b>									
80370		7/3/2020	7/3/2020		217.54	1226006				Posted
		53-41-3000				COFFEE			217.54✓	0.00
80393		7/3/2020	7/3/2020		98.52	1226010				Posted
		53-43-3000				COFFEE			32.84✓	0.00
		52-43-3000				COFFEE			32.84✓	0.00
		51-43-3000				COFFEE			32.84✓	0.00
									<u>98.52✓</u>	<u>0.00</u>
80429		7/3/2020	7/3/2020		90.80	1226009				Posted
		10-15-3000				COFFEE			90.80✓	0.00
2593	<b>PROFESSIONAL FIRE EQUIPMENT CO., LLC</b>									
80361		7/3/2020	7/3/2020		290.00	48538				Posted
		10-14-4330				SCBA TESTING & REFILL			290.00✓	0.00
3020	<b>JASON RABE</b>									
80440		7/3/2020	7/3/2020		259.00					Posted
		10-11-5310				MAY & JUNE CELL PHONE REIMBURSEI			229.30✓	0.00
		10-11-5800				MAY & JUNE MILEAGE REIMBURSEMEN			29.70✓	0.00
									<u>259.00✓</u>	<u>0.00</u>
2979	<b>RAY'S APPLE MARKET</b>									
80350		7/3/2020	7/3/2020		44.19	4781				Posted
		10-11-6000				WATER & PLATES			44.19✓	0.00
80369		7/3/2020	7/3/2020		1.29	4335				Posted
		53-43-6000				BLEACH			1.29✓	0.00
628	<b>SOLOMON VALLEY VET HOSPITAL PA</b>									
80360		7/3/2020	7/3/2020		129.38	314172				Posted
		10-13-3510				K9 BATH & EAR/TEETH CLEANING			129.38✓	0.00
643	<b>STANION WHSE ELECTRIC COMPANY</b>									
80380		7/3/2020	7/3/2020		10,704.64					Posted
		53-43-7450				4931131-00-CAMERA			10,517.47✓	0.00
		53-43-6000				4940954-00-COVERS & CONNECTORS			102.54✓	0.00
		53-43-6000				4940954-01-COVERS & CONNECTORS			84.63✓	0.00
									<u>10,704.64✓</u>	<u>0.00</u>
80394		7/3/2020	7/3/2020		1,410.24					Posted
		53-43-6000				4940954-02-CONNECTORS			990.73✓	0.00
		53-43-6000				4952135-00-CLAMPS			199.34✓	0.00
		53-43-6000				4952135-01-WEDGE CLAMPS			220.17✓	0.00
									<u>1,410.24✓</u>	<u>0.00</u>
3099	<b>SUBSURFACE SOLUTIONS</b>									
80441		7/3/2020	7/3/2020		554.83	15547				Posted
		53-43-7450				BATTERY PACK			184.95✓	0.00
		52-43-7450				BATTERY PACK			184.94✓	0.00
		51-43-7450				BATTERY PACK			184.94✓	0.00
									<u>554.83✓</u>	<u>0.00</u>

# Accounts Payable Detail Listing

City of Beloit

**Vend# Vendor Name**

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>	<u>Credit</u>
722	<b>WATTS AND SON (continued)</b>							
80446	7/3/2020	7/3/2020	1,101.60	5732				Posted
	10-21-4300				FLUSH VALVES, CONDENSER MOTOR,		1,101.60 ✓	0.00
			<b>274,877.25</b>	64 Non-voided payables listed.				

Report Setup  
 AP - Accounts Payable Listing : Vendor Name  
 Filter Options  
 Starting: 7/3/2020  
 Ending: 7/3/2020  
 Banks: All  
 Payable Status: Posted, Printed, ACH, Recorded, Voided  
 All Vendors Selected

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/1/2020

**TITLE:** Resolution 2020-14 Ballot Question 5 Member Council City-at-Large

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that Council approve the Resolution 2020-14 Ballot Question: "Shall the City of Beloit, Kansas transition to a five-member council, plus a mayor, with all members of the council elected at-large, thereby eliminating the division of the City of Beloit into two wards?"

**BACKGROUND:**

In 2016, the City of Beloit underwent the process of changing its form of government through an election process. Additional changes included were taking the council from 8 members to 6 members and reducing the wards from 4 down to 2. This question passed in November of 2016 and implemented along with changes to our Charter Ordinance in the proceeding months. It has become increasingly evident that an At-Large election along with a downsizing of council from 6 members to 5 members may be a necessary step. During the last two election cycles our current system has produced difficult conversations on who to vote for due to ward confusion, additionally it has still proven difficult to find candidates able to run on the ballot. By going to an At-Large format, it will be the top two vote getters in one cycle, and top three vote getters in the next cycle. 5 member councils plus a Mayor are also quite common in surrounding communities.

**FINANCIAL IMPACT:**

There is no financial impact approving this item.

**OPTIONS:**

**DISCUSSION:**

An information campaign will be necessary to educate citizens about these changes, much like was done in 2016. This is something I will develop a plan to educate and inform citizens on.

Respectfully submitted,  
Jason Rabe  
City Manager

(Published in the *The Beloit Call* on July 3, 2020)

**RESOLUTION NO. 2020-14**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF BELOIT, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY THE PROPOSITION OF ELIMINATING THE DIVISION OF THE CITY INTO WARDS, ELECTING ALL COUNCIL MEMBERS AT LARGE, AND REDUCING THE NUMBER OF COUNCIL MEMBERS FROM SIX TO FIVE, PLUS A MAYOR.**

---

**WHEREAS**, after much discussion, the Governing Body has determined that the electors of Beloit should determine whether the City should eliminate the division of the city into wards, elect all council members at large, and reduce the number of council members from six to five, plus a mayor; and

**WHEREAS**, these changes, if approved by the electors, shall be implemented by charter ordinance; and

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:**

**Section 1.** It is hereby authorized, ordered and directed that a special question election shall be held and is hereby called by the Governing Body of the City in the manner as prescribed by law, to be held in conjunction with the general election on November 3, 2020, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Beloit, Kansas transition to a five-member council, plus a mayor, with all members of the council elected at-large, thereby eliminating the division of the City of Beloit into two wards?

YES

NO

**Section 2.** The following information shall be contained in the published Notice of Special Question Election: The City of Beloit currently has a mayor-council-manager form of government with a mayor elected at large and six council members – three from each of the City’s two wards. Passage of this ballot proposition would change the size of the governing body to a five-member council, plus a mayor. There would be five council members, all elected at large. These changes, if approved by the electors, would be implemented by charter ordinance.

**Section 3.** If approved by a majority of the electors voting thereon, the governing body will specify the terms of the council transition in a Charter Ordinance.

**Section 4.** The City Clerk and County Clerk of Mitchell County shall give notice of the special question election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as Exhibit A.

**Section 5.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper.

**ADOPTED** by the governing body of the City on July 1, 2020.

(SEAL)

By: \_\_\_\_\_  
Name: Tom Naasz  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Amanda Lomax  
Title: Clerk

**EXHIBIT A**

(First published in *The Beloit Call* on \_\_\_\_\_, 2020,  
and subsequently on \_\_\_\_\_, 2020)

**NOTICE OF SPECIAL QUESTION ELECTION  
THE CITY OF BELOIT, KANSAS**

Notice is hereby given to the qualified electors of the City of Beloit, Kansas (the “City”) that a special question election has been called and will be held on November 3, 2020, for the purpose of submitting to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Beloit, Kansas transition to a five-member council, plus a mayor, with all members of the council elected at-large, thereby eliminating the division of the City of Beloit into two wards?

\*\*\*\*\*

IT IS IMPORTANT FOR EACH QUALIFIED VOTER TO NOTE THAT YOUR BALLOT CANNOT BE COUNTED UNLESS YOU TAKE THE APPROPRIATE STEPS:

To vote in favor of any question submitted on this ballot, completely darken the circle to the left of the word “YES” on the paper ballot. To vote against it, completely darken the circle to the left of the word “NO” on the paper ballot.

YES

NO

\*\*\*\*\*

The polls will open at 7:00 a.m. and will close at 7:00 p.m. on November 3, 2020, the election day. The voting place in the City of Beloit is the Municipal Building, 119 N. Hersey, Beloit, Kansas.

The election will be conducted by the officers and/or persons provided by law for holding elections, and the method of voting will be by ballot. Registered voters are eligible to vote by advance voting ballot upon application to the County Clerk of Mitchell County, Kansas, set forth below pursuant to K.S.A. 25-1117 *et seq.*

\*\*\*\*\*

**ADDITIONAL INFORMATION**

The following additional information is provided by the City with respect to the effect of this ballot proposition. The City of Beloit currently has a mayor-council-manager form of government with a mayor elected at large and six council members – three from each of the City’s two wards. Passage of this ballot proposition would change the size of the governing body to a five-member council, plus a mayor. There would be five council members, all elected at large. These changes, if approved by the electors, would be implemented by charter ordinance.

\*\*\*\*\*

**ELECTION INFORMATION**

The election officer conducting the election will be the County Clerk of Mitchell County, Kansas, whose address is: 115 S. Hersey, Beloit, Kansas 67420.

DATED: \_\_\_\_\_, 2020

Chris Treaster, County Clerk  
Mitchell County, Kansas

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/1/2020

**TITLE:** Resolution 2020-15 HVAC Improvement Agreement

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that Council approve the Resolution 2020-15 HVAC Improvement Agreement with Glassman Corporation for the amount of \$227,000.00.

**BACKGROUND:**

The City of Beloit owns the LEC facility and Mitchell County leases 78% of the facility. This project will replace and improve the HVAC system which was not replaced during the reconstruction of the facility several years ago. The facility suffers from severe energy usage and poor air quality. In addition, this will save further dollars as the City of Beloit is able to fully decommission the boiler system for the North Campus which was running at a suboptimal efficiency due to lack of square footage on the system. Council approved the bid on June 17th, this will approve the contract.

**FINANCIAL IMPACT:**

The financial impact for the city is 22% and 78% for Mitchell County. The engineer's estimate for the project was roughly \$264,000 plus roughly \$30,000 in engineering costs. The funding for this item is the CIP fund that has a current cash balance of \$686,138.97 as of 6-12-2020.

**OPTIONS:**

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

**Abbreviated Standard Form of Agreement Between Owner and Contractor  
for Construction Projects of Limited Scope,  
where the basis for payment is a STIPULATED SUM**

**CAP107  
Page 1 of 17**

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**AGREEMENT made as of 18th day of June in the Year 2020**

**BETWEEN THE Owner:**

**City of Beloit  
119 North Hersey  
Beloit, KS 67420**

**and the Contractor:**

**Glassman Corporation  
900 Commerce Parkway  
Hays, KS 67601**

**the Project is**

**MITCHELL COUNTY & CITY OF BELOIT LEC HVAC IMPROVEMENTS  
Beloit, Kansas**

**the Engineer is:**

**Orazem & Scalora Engineering, P.A.  
2312 Anderson Avenue  
Manhattan, KS 66502**

**The Owner and Contractor agree as follows.**

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**ARTICLE 1 THE WORK OF THIS CONTRACT**

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

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than:

**October 30, 2020**, subject to adjustments of this Contract Time as provided in the Contract Documents.

The adjustments to the Contract Sum shall include **\$1,200.00** Liquidated Damages deduction for each and every day the work or portion thereof remains incomplete after this date.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Hundred Twenty-Seven Thousand Dollars (\$227,000.00)**, subject to additions and deletions as provided in the Contract Documents.

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

**None**

§ 3.3 Unit prices, if any, are as follows:

None

#### ARTICLE 4 PAYMENTS

##### § 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.2 Provided that an Application for Payment is received by the Engineer not later than the second day of a month, the Owner shall make payment to the Contractor not later than the last day of the month. If an Application for Payment is received by the Engineer after the date fixed above, payment shall be made by the Owner not later than 45 days after the Engineer receives the Application for Payment.

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

##### § 4.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

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

**ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**

§ 5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 5.1.1 The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, Document G107.

§ 5.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May, 2020, and are as follows:

Document, Title, Pages

<b>Invitation to Bid</b>	<b>2 Pages</b>
<b>Bid Form for Combined Contract</b>	<b>2 Pages</b>
<b>Instructions to Bidders and General Requirements</b>	<b>6 pages</b>

§ 5.1.3 The Specifications are those contained in the Project Manual dated as in Section 5.1.2, and are as follows:

Section, Title, Pages

<b>01 7310</b>	<b>CUTTING AND PATCHING</b>	<b>2 pages</b>
<b>02 4119</b>	<b>SELECTIVE DEMOLITION</b>	<b>4 pages</b>
<b>23 0100</b>	<b>BASIC MECHANICAL REQUIREMENTS</b>	<b>12 pages</b>
<b>23 0500</b>	<b>HVAC MATERIALS AND METHODS</b>	<b>3 pages</b>
<b>23 2500</b>	<b>INSULATION (MECHANICAL)</b>	<b>5 pages</b>
<b>23 6000</b>	<b>HEATING EQUIPMENT</b>	<b>2 pages</b>
<b>23 6500</b>	<b>SPLIT D-X AIR CONDITIONING SYSTEMS</b>	<b>3 pages</b>
<b>23 6575</b>	<b>PACKAGED HEATING/COOLING OUTSIDE AIR SUPPLY UNITS</b>	<b>8 pages</b>
<b>23 8000</b>	<b>HVAC EQUIPMENT – AIR SIDE</b>	<b>3 pages</b>
<b>23 8500</b>	<b>DUCTWORK AND ACCESSORIES</b>	<b>6 pages</b>
<b>23 9900</b>	<b>TESTING, ADJUSTING AND BALANCING</b>	<b>4 pages</b>
<b>26 0100</b>	<b>BASIC ELECTRICAL REQUIREMENTS</b>	<b>7 pages</b>
<b>26 1700</b>	<b>MOTOR AND CIRCUIT DISCONNECTS</b>	<b>2 pages</b>
<b>26 5000</b>	<b>LIGHTING</b>	<b>4 pages</b>

§ 5.1.4 The Drawings are as follows, and are dated May, 2020 unless a different date is shown below:

Number, Title, Pages

<b>ME1</b>	<b>BASEMENT MEP DEMOLITION PLAN</b>
<b>ME2</b>	<b>FIRST FLOOR MEP DEMOLITION PLAN</b>
<b>ME3</b>	<b>BASEMENT MEP PLANS</b>
<b>ME4</b>	<b>FIRST FLOOR MEP PLAN</b>
<b>ME5</b>	<b>MEP SCHEDULES</b>
<b>ME6</b>	<b>MEP DETAILS</b>

§ 5.1.5 The Addenda, if any, are as follows:

Number, Date, Pages

**Addendum No. 1                      June 09, 2020    1 Page**

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

§ 5.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

## GENERAL CONDITIONS

### ARTICLE 6 GENERAL PROVISIONS

#### § 6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### § 6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Engineer or (4) between any persons or entities other than the Owner and Contractor.

#### § 6.3 THE WORK

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

#### § 6.4 EXECUTION OF THE CONTRACT

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

#### § 6.5 OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer and the Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Engineer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' copyrights or other reserved rights.

## ARTICLE 7 OWNER

### § 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish and pay for surveys and a legal description of the site if required.

§ 7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

#### § 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

#### § 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Engineer's services made necessary thereby, from the payment then or thereafter due the Contractor.

### ARTICLE 8 CONTRACTOR

#### § 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

§ 8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

#### § 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Engineer that such means, methods, techniques, sequences or procedures may not be safe.

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

#### § 8.3 LABOR AND MATERIALS

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

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

§ 8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order.

#### § 8.4 WARRANTY

The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

#### § 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

#### § 8.6 PERMITS, FEES AND NOTICES

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Engineer and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 8.7 SUBMITTALS

§ 8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

§ 8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### § 8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 8.10 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

#### § 8.11 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Engineer.

#### § 8.12 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

#### § 8.13 INDEMNIFICATION

§ 8.13.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 16.3, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.13.

§ 8.13.2 In claims against any person or entity indemnified under this Section 8.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.13.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE 9 ENGINEER'S ADMINISTRATION OF THE CONTRACT

§ 9.1 The Engineer will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 17.2.

§ 9.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

§ 9.3 The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.4 Based on the Engineer's evaluations of the Work and of the Contractors Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.5 The Engineer will have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Engineer will review and approve or take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

§ 9.8 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.9 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

#### § 9.10 CLAIMS AND DISPUTES

§ 9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Engineer but excluding those arising under Section 15.2, shall be referred initially to the Engineer for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Engineer or 30 days after submission of the matter to the Engineer, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Engineer, by mediation or by arbitration.

§ 9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 9.10.4 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Engineer or any of the Engineer's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

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#### ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Engineer has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Engineer, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

#### ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 9.10.

§ 11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

#### ARTICLE 12 CHANGES IN THE WORK

§ 12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Engineer, or by written Construction Change Directive signed by the Owner and Engineer.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

§ 12.3 The Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

#### ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 14.4.2.

§ 13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine, subject to the provisions of Section 9.10.

#### ARTICLE 14 PAYMENTS AND COMPLETION

##### § 14.1 APPLICATIONS FOR PAYMENT

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Engineer.

§ 14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owners interests.

##### § 14.2 CERTIFICATES FOR PAYMENT

§ 14.2.1 The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 14.2.1. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.3 PAYMENTS TO THE CONTRACTOR

§ 14.3.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractors portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Engineer shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 SUBSTANTIAL COMPLETION

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Engineer determines that the Work or designated portion thereof is substantially complete, the Engineer will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Engineer will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 14.5 FINAL COMPLETION AND FINAL PAYMENT

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

### § 15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13.

### § 15.2 HAZARDOUS MATERIALS

§ 15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 16 INSURANCE

§ 16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

### § 16.2 OWNER'S LIABILITY INSURANCE

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

§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 16.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Engineer's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability insurance under Section 16.1.

§ 16.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Engineer waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 16.3.3 The Owner shall not require the Contractor to include the Owner, Engineer or other persons or entities as additional insureds on the Contractor's Liability insurance under Section 16.1.

§ 16.4 PROPERTY INSURANCE

§ 16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 16.4.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 16.5 WAIVERS OF SUBROGATION

§ 16.5.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.5.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2. or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

#### ARTICLE 18 MISCELLANEOUS PROVISIONS

##### § 18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

##### § 18.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

##### § 18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

##### § 18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1 not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2 not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment; and
- .3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

#### ARTICLE 19 TERMINATION OF THE CONTRACT

##### § 19.1 TERMINATION BY THE CONTRACTOR

If the Engineer fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

§ 19.2 TERMINATION BY THE OWNER

§ 19.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.2.2 When any of the above reasons exists, the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

ARTICLE 20 OTHER CONDITIONS OR PROVISIONS

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

THE CITY OF BELOIT, KS

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

GLASSMAN CORPORATION

  
\_\_\_\_\_  
CONTRACTOR (Signature)

*Joseph Glassman* *President/CEO*  
\_\_\_\_\_  
(Printed name and title)

## REQUEST FOR COUNCIL ACTION

**DATE:** 7/1/2020

**TITLE:** Mosquito Control Bid

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

**RECOMMENDATION:**

I recommend that the Council approve consider Option A and/or Option B.

**BACKGROUND:**

At our June 3rd council meeting, the council was approached about the possibility of mosquito control for our town or parks or water ways- or some combination of options. The council seemed interested in the idea, it was deemed necessary by staff to go through a bid process. Option A was to fog the community in regular intervals, and Option B was to treat standing water along drainage ways in regular intervals. Bids were accepted through June 24th.

**FINANCIAL IMPACT:**

Funding for this item is budgeted in the CIP Fund line item 30-00-3000 professional services. Remaining cash balance in this fund is \$669,574.54 as of 6/26/2020.

**OPTIONS:**

Choose Option A, Option B, or a combination. Council could choose to do nothing.

**DISCUSSION:**

Respectfully submitted,  
Jason Rabe  
City Manager

**7M Lawn Care LLC**

501 W Main  
Beloit, KS 67420 US  
+1 7852824793  
7mlawn care@gmail.com

A



**Estimate**

**ADDRESS**

City of Beloit

**ESTIMATE  
DATE**

1008  
06/18/2020

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Mosquito Defense	Municipality Mosquito Defense for the season. Using a ULV Cold Aerosol Fogger with BioMist 3+15	1	5,160.00	5,160.00
			<b>TOTAL</b>	<b>\$5,160.00</b>

Accepted By

Accepted Date

**7M Lawn Care LLC**

501 W Main  
Beloit, KS 67420 US  
+1 7852824793  
7mlawn care@gmail.com



**Estimate**

ADDRESS  
City of Beloit

ESTIMATE  
DATE 1009  
06/18/2020

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Mosquito Defense	Municipality Mosquito Defense treating standing water with Larvicide	1	1,765.00	1,765.00
			<b>TOTAL</b>	<b>\$1,765.00</b>

Accepted By

Accepted Date

## COUNCIL MEMO

**DATE:** 7/1/2020

**SUBJECT:** BCBS Coverage and Cost Share

**ORIGINATING DEPARTMENT:** Administration

**DISCUSSION:**

The council needs to consider the amount of employee participation for the upcoming renewal. This percentage was last adjusted in 2017. Information will be presented at the council meeting that will allow council to see the current participation and allow real time adjustment of our proposed plan to determine upcoming cost participation in the renewal.

Respectfully submitted,  
Jason Rabe  
City Manager