



119 North Hersey Avenue
P.O. Box 567
Beloit, Kansas 67420
Phone: 785-738-3551
Fax: 785-738-2517
www.beloitks.org

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. WTP- Upcoming Open House February 19th
 - b. Navigation Beacon Pending Bid
 - c. Computer Network Pending Bid
 - d. COB Office Upgrade
 - e. Drainage Study Update
 - f. Facebook Review
 - g. Demo Update
 - h. Porter House IRB
 - C. Police Chief Report
 - D. Community Development Report
4. PUBLIC COMMENT
 - A. None
5. PUBLIC HEARING
 - A. None
6. CONSENT AGENDA
 - A. 2/4/2020 City Council Meeting Minutes
 - B. Appropriations 2B
7. ORDINANCES
 - A. Ordinance 2267- Amending the 12th St. Closure

CITY COUNCIL AGENDA

Tuesday, February 18, 2020
7:00 p.m.

8. RESOLUTIONS
 - A. None
9. FORMAL ACTIONS
 - A. 8th St. CIR Bid
 - B. Airport Mower Bid
 - C. Airport UTV/Snow Blade Bid
 - D. Olsson Airport Project Engineering Agreement
 - E. Image Quest Copier Lease
10. CLOSED SESSION
 - A. None
11. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS
 - A. City Attorney Report
 - B. City Manager Report
2. DISCUSSION ITEMS
 - A. CIP 2020 Final
 - B. Crosswalk Options
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.

BELOIT CITY COUNCIL MEETING MINUTES
February 4, 2020

The Beloit City Council met in regular session on February 4, 2020 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Andrew Grabon, Lee McMillan, Tony Gengler, Matt Otte, and Todd Adolph. Also present was City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder, and Councilor Jamie Meier.

Department heads in attendance was Steve Krier, Jim Bentz, and Mike Clark.

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

No Council Reports.

City Manager Jason Rabe discussed the following:

1. Water Treatment Plant/Pipeline update – There will be an open meeting February 19th discussing the pipeline project. Rural Water District #3 is getting approved to connect with the city to purchase water.
2. CDBG update – There will be a contractors meeting February 11th and February 25th the housing committee will review bids to recommend for council approval in March.
3. Safe Routes to School 2C update – Met with property owners last week to discuss the project and discussed construction easements.
4. Showed updated sales tax revenue.
5. Went over 2019 4th quarter Treasurer's report.
6. Neighborhood Revitalization was approved by all the entities in Mitchell County.

Director of Transportation Mike Clark went over projects his department has been doing and will do this spring and summer.

Michele Heidrick reported on the 2019-2020 Isle of Lights and thanked the city crew and council for their help and generosity.

A motion was made by Councilor Otte and seconded by Councilor Gengler to approve the January 21, 2020 Council Meeting Minutes, and Appropriations 2A in its entirety. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve Ordinance 2266 Special Event License for Waconda Struttin Dusters. Motion carried 5-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Grabon to approve Resolution 2020-1 2020 Fee Schedule. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to approve Resolution 2020-2 2019 GAAP Waiver. Motion carried 5-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor McMillan to approve the Isle of Lights 2020-2021 Agreement. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Truck Bid from Beloit Buick GMC for a 2020 GMC 1 Ton Dually for the amount of \$34,223.00. The 1 ton dually is for Water Distribution Department. Motion carried 5-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Otte to approve the Memorandum of Understanding with Mitchell County Health Department to use the Municipal Building a mass dispensing site. Motion carried 5-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor Otte to approve the 2019 Audit Engagement with Summers, Spencer & Company, P.A. for the amount not to exceed \$12,000.00. Motion carried 5-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Adolph to adjourn the meeting. Motion carried 5-0. The meeting ended at 7:32 p.m.

Work Session began at 7:34 p.m. Council Members in attendance were Council Members in attendance Andrew Grabon, Lee McMillan, Tony Gengler, Matt Otte, and Todd Adolph. Also present was City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder, and Councilor Jamie Meier.

Department heads in attendance was Steve Krier, Jim Bentz, and Mike Clark.

City Manager Jason Rabe discussed a long term repair solution cold in-place recycling rehab for East 8th Street. The estimated cost for this process is \$118,325.00 plus \$30,000.00 in chip seal for an estimated life of 15-20 years with regular maintenance of chip seal.

City Manager Jason Rabe said the Fair Board has approached the city about the possibility of working on a purchase term that would allow for payments over a 5 year period.

Work Session ended at 7:50 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

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		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
8	ACE HARDWARE									
79137		2/20/2020	2/20/2020		189.58					Posted
		10-11-6000				548299-NUTS & BOLTS			138.50 ✓	0.00
		10-11-4300				548060-SAW BOARD, BLADE, CLAMP			23.14 ✓	0.00
		10-11-4300				548062-RETURN FROM 548060			0.00	1.60 ✓
		10-11-4300				547721-BLADES			13.98 ✓	0.00
		10-11-4300				547762-O-RING & GASKET			7.57 ✓	0.00
		10-11-6000				547786-SCRATCH ERASE KIT			7.99 ✓	0.00
									<u>191.18</u> ✓	<u>1.60</u>
79177		2/20/2020	2/20/2020		77.98					Posted
		10-13-6000				547579-BATTERY			7.99 ✓	0.00
		10-13-7420				547525-CHIPKEY			69.99 ✓	0.00
									<u>77.98</u> ✓	<u>0.00</u>
79205		2/20/2020	2/20/2020		220.47					Posted
		10-18-6000				548138-FLAP/GRIND WHEEL & DISC			37.34 ✓	0.00
		10-18-6000				548373-NUTS & BOLTS			20.99 ✓	0.00
		10-18-6000				548330-DRILL BITS			51.96 ✓	0.00
		10-18-6000				548234-NUTS & BOLTS			14.99 ✓	0.00
		10-20-6000				548475-UTILITY KNIFE & BLADES			12.58 ✓	0.00
		10-18-6000				548363-DISC & SWITCH			23.98 ✓	0.00
		10-18-6000				547065-NUTS & BOLTS			3.37 ✓	0.00
		10-21-4300				547683-BOLTS & SNAP			18.76 ✓	0.00
		10-18-6000				547783-DRILL BIT & NUTS/BOLTS			16.93 ✓	0.00
		10-17-7400				548580-NUTS & BOLTS			2.59 ✓	0.00
		10-20-4300				548539-SAFETY GLASS			12.99 ✓	0.00
		10-20-4300				548554-HEX NUT			3.99 ✓	0.00
									<u>220.47</u> ✓	<u>0.00</u>
79217		2/20/2020	2/20/2020		20.70					Posted
		10-15-6000				548115-STENCIL			7.59 ✓	0.00
		10-15-6000				548322-BAKING SODA			3.22 ✓	0.00
		10-15-6000				548325-NUTS & BOLTS, KILZ			9.89 ✓	0.00
									<u>20.70</u> ✓	<u>0.00</u>
79230		2/20/2020	2/20/2020		391.78					Posted
		53-43-6000				548525-DUCT TAPE			32.36 ✓	0.00
		53-41-6000				548498-CHAIN, LINKS, S HOOK			11.95 ✓	0.00
		53-41-4330				548343-TARP			17.99 ✓	0.00
		53-41-4300				548012-COVER BOX & S HOOKS			28.01 ✓	0.00
		53-41-6000				548023-NUTS, BOLTS, CONNECTOR, PA			55.28 ✓	0.00
		53-43-4310				548033-PAINTBRUSH			15.98 ✓	0.00
		53-41-4300				547973-WIRE & CHAIN			79.86 ✓	0.00
		53-41-6000				547716-LAMP HOLDER			4.59 ✓	0.00
		53-41-6000				547750-SPRAY PAINT			14.36 ✓	0.00
		53-41-6000				547929-CLEANER & ICE MELT			51.96 ✓	0.00
		53-41-4300				547944-CONNECTOR & NUTS/BOLTS			37.28 ✓	0.00
		53-43-7450				547847-EXT WAND			3.33 ✓	0.00
		52-43-7450				547847-EXT WAND			3.33 ✓	0.00
		51-43-7450				547847-EXT WAND			3.33 ✓	0.00
		53-43-6000				547994-BATTERIES			4.33 ✓	0.00
		52-43-6000				547994-BATTERIES			4.33 ✓	0.00
		51-43-6000				547994-BATTERIES			4.33 ✓	0.00
		53-43-6000				548098-ICE MELT			6.40 ✓	0.00
		52-43-6000				548098-ICE MELT			6.39 ✓	0.00
		51-43-6000				548098-ICE MELT			6.39 ✓	0.00
									<u>391.78</u> ✓	<u>0.00</u>

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8	ACE HARDWARE (continued)				737.00					Posted
79253	2/20/2020	2/20/2020								
	51-43-6000				548319-MOPHEAD & STICK				20.98✓	0.00
	51-43-6000				547945-FLOOR SQUEEGEE & HANDLE				18.58✓	0.00
	51-43-6000				547974-PAINT				75.98✓	0.00
	51-43-6000				548136-TAPE				17.98✓	0.00
	51-41-4360				548526-VLVBALL & TOUCH N FLOW PIS				28.98✓	0.00
	51-41-6000				548201-DRILL BITS				32.98✓	0.00
	51-41-4330				548344-VALVE, ELBOW, COUPLING, NIF				52.31✓	0.00
	51-41-6000				548220-BATTERY				19.18✓	0.00
	51-41-6000				548291-FAN				31.99✓	0.00
	51-41-4330				548282-CLAMP, ELBOW, ADAPTER, TEE				40.99✓	0.00
	51-41-6000				547547-SAND PAPER & SPONGE				11.58✓	0.00
	52-41-4360				547803-NIPPLE & COUPLING				78.94✓	0.00
	51-41-4360				547758-STOP VALVE				17.99✓	0.00
	51-41-6000				547766-EXT CORDS				65.98✓	0.00
	51-41-6000				547690-ADAPTER, BUSHINGS, TUBING				50.03✓	0.00
	51-41-4330				548599-ELBOW, VLVBALL, PVC CEMENT				20.37✓	0.00
	51-41-4330				548514-ELBOW, NIPPLE, CONN, NUT				152.16✓	0.00
									737.00✓	0.00
9	ACKERMAN SUPPLY									
79193	2/20/2020	2/20/2020			30.99	298397				Posted
	10-18-4300					WEATHERVANE			30.99✓	0.00
79249	2/20/2020	2/20/2020			70.98	298367				Posted
	51-41-4360					BULB & JACK HAMMER			70.98✓	0.00
11	ADVANCE INSURANCE COMPANY									
79140	2/20/2020	2/20/2020			734.63					Posted
	21-00-2100					FEBRUARY 2020 LIFE INS. PREMIUMS			734.63✓	0.00
767	AIRGAS USA, LLC									
79231	2/20/2020	2/20/2020			59.62	9968300586				Posted
	53-41-6230					CYLINDER RENTAL			59.62✓	0.00
27	ALSOP SAND CO., INC									
79254	2/20/2020	2/20/2020			345.03					Posted
	51-43-6090					493676-SAND			220.41✓	0.00
	51-43-6090					493678-SAND			124.62✓	0.00
									345.03✓	0.00
813	AMERIPRIDE SERVICES INC.									
79178	2/20/2020	2/20/2020			162.83	2301112576				Posted
	10-13-4300					FLOOR MATS			162.83✓	0.00
79218	2/20/2020	2/20/2020			90.65	2301112572				Posted
	10-15-3000					SHOP TOWELS-RUGS			90.65✓	0.00
3250	ANALYTICAL SERVICES, INC.									
79255	2/20/2020	2/20/2020			528.00	36992				Posted
	51-41-3000					LAB TESTING			528.00✓	0.00
2061	ARBOR DAY FOUNDATION									
79199	2/20/2020	2/20/2020			15.00					Posted
	10-18-7310					MEMBERSHIP DUES			15.00✓	0.00
2032	AT&T									
79138	2/20/2020	2/20/2020			128.40	08900759485827				Posted
	10-13-5310					PD INTERNET			128.40✓	0.00
79139	2/20/2020	2/20/2020			254.28	78573838216789				Posted
	51-43-5310					SEWER			254.28✓	0.00
1414	AT&T LONG DISTANCE									
79141	2/20/2020	2/20/2020			30.58	860474167				Posted
	10-11-5310					LONG DISTANCE CHARGES			30.58✓	0.00
1567	ATCO INTERNATIONAL									
79256	2/20/2020	2/20/2020			139.62	I0544563				Posted
	51-41-6000					GLOVES			139.62✓	0.00
3113	AXON ENTERPRISE, INC.									
79179	2/20/2020	2/20/2020			159.00	SI-1637179				Posted
	10-13-4330					TASER BATTERIES			159.00✓	0.00

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	<u>Account#</u>					<u>Description</u>			<u>Debit</u>		<u>Credit</u>
3127	BACKGROUND INVESTIGATION BUREAU, LLC (continued)										
79207	2/20/2020 2/20/2020	11.95	CIT042020120-1						11.95 ✓	Posted	0.00
	10-17-3000		BACKGROUND CHECK								
2809	BELOIT CAR WASH LLC										
79180	2/20/2020 2/20/2020	123.39							123.39 ✓	Posted	0.00
	10-13-4310		JANUARY CAR WASHES								
80	BELOIT TYPEWRITER EXCHANGE										
79136	2/20/2020 2/20/2020	862.06								Posted	
	10-11-6110		032269-MINUTE BOOKS						817.14 ✓		0.00
	10-11-6110		032286-DIFFERENCE ON MINUTE BOOK						44.92 ✓		0.00
									862.06 ✓		0.00
79197	2/20/2020 2/20/2020	2.99	069250						2.99 ✓	Posted	0.00
	10-18-7310		TAC N STIK								
79229	2/20/2020 2/20/2020	230.19								Posted	
	53-41-6110		069246-WHITE OUT						45.50 ✓		0.00
	53-43-6110		069207-CLIP BOARDS						6.98 ✓		0.00
	53-43-3000		032285-UPS						30.94 ✓		0.00
	53-41-3000		069217-UPS						26.97 ✓		0.00
	53-41-6110		032266-REPORT COVERS						119.80 ✓		0.00
									230.19 ✓		0.00
79251	2/20/2020 2/20/2020	403.55								Posted	
	51-41-6000		032255-PAPER, PRINTER CARTRIDGES						285.13 ✓		0.00
	51-41-6000		032275-BINDERS & CALENDARS						81.93 ✓		0.00
	52-41-6110		032274-CALENDAR						36.49 ✓		0.00
									403.55 ✓		0.00
2735	BEVERAGE CARBONATION SERVICE										
79257	2/20/2020 2/20/2020	501.28	H100981							Posted	
	51-41-6170		CO2						501.28 ✓		0.00
669	BLADE-EMPIRE PUBLISHING										
79142	2/20/2020 2/20/2020	882.30								Posted	
	30-00-3000		209023-AIRPORT BEACON BID						17.40 ✓		0.00
	10-15-5400		209127-UTV BID						34.80 ✓		0.00
	10-15-5400		209126-MOWER BID						34.80 ✓		0.00
	53-43-5400		208761-SYS OP JOB AD						62.00 ✓		0.00
	53-43-5400		208730-SYS OP JOB AD						62.00 ✓		0.00
	53-43-5400		209122-SYS OP JOB AD						62.00 ✓		0.00
	53-43-5400		209026-SYS OP JOB AD						62.00 ✓		0.00
	53-43-5400		208940-SYS OP JOB AD						62.00 ✓		0.00
	10-11-5400		208491-PUBLIC HEARING NOTICE						52.20 ✓		0.00
	10-11-5400		209021-4TH QTR TREAS REPORT						104.40 ✓		0.00
	10-11-5400		209022-ORD. 2265						87.00 ✓		0.00
	10-11-5400		209024-ORD 2264						17.40 ✓		0.00
	10-11-5400		208449-COUNCIL AGENDA						139.50 ✓		0.00
	10-11-5400		208678-COUNCIL AGENDA						155.00 ✓		0.00
	10-11-5400		209143-DISCOUNT						0.00		70.20 ✓
									952.50 ✓		70.20 ✓
88	BLUE CROSS & BLUE SHIELD INSURANCE										
79143	2/20/2020 2/20/2020	79,964.58								Posted	
	21-00-2100		FEBRUARY 2020 HEALTH INS. PREMIUM						79,964.58 ✓		0.00
91	BOETTCHER SUPPLY INC										
79144	2/20/2020 2/20/2020	16.09	1124490-1							Posted	
	10-11-4300		BULB						16.09 ✓		0.00
79219	2/20/2020 2/20/2020	3.38	1124905-1							Posted	
	10-15-4330		SPARK PLUG						3.38 ✓		0.00
79232	2/20/2020 2/20/2020	3,235.37								Posted	
	53-41-4300		1125277-1-BULBS						2,035.29 ✓		0.00
	53-43-6000		1125077-1-ELBOWS & COUPLINGS						50.34 ✓		0.00
	53-41-4300		1124799-1-RECEPTACLES						30.78 ✓		0.00
	53-41-4300		1125005-1-BULBS & FIXTURES						575.75 ✓		0.00
	53-43-6000		1124810-1-ELBOW & COUPLING						13.21 ✓		0.00
	53-41-4300		1124585-1-BULBS						530.00 ✓		0.00
									3,235.37 ✓		0.00

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91	BOETTCHER SUPPLY INC (continued)										
79258	2/20/2020	2/20/2020		210.84						Posted	
	51-41-4360					1124720-1-PIPE, TEE, UNION			43.66 ✓		0.00
	51-43-6000					1125096-1-STIFFENER INSERT			14.93 ✓		0.00
	51-41-4360					1124308-1-BULBS			58.80 ✓		0.00
	52-41-4360					1124811-1-VALVE, NIPPLE, ADAPTER			93.45 ✓		0.00
									<u>210.84 ✓</u>		<u>0.00</u>
1258	BUMPER TO BUMPER AUTO PARTS										
79181	2/20/2020	2/20/2020		174.00						Posted	
	10-13-4310					124JD7973-BRAKE DISC PAD & OIL FILT			82.45 ✓		0.00
	10-13-4310					124JA8180-OIL FILTER & WASHER FLUI			8.66 ✓		0.00
	10-13-4310					124JF5992-DOOR MOTOR			82.89 ✓		0.00
									<u>174.00 ✓</u>		<u>0.00</u>
79208	2/20/2020	2/20/2020		107.72						Posted	
	10-18-4310					124IY0035-FUEL & AIR FILTERS			101.80 ✓		0.00
	10-18-4310					124JB1765-HALOGEN BULB			5.92 ✓		0.00
									<u>107.72 ✓</u>		<u>0.00</u>
79233	2/20/2020	2/20/2020		75.84						Posted	
	53-43-4310					124JC1926-AIR & FUEL FILTERS, ANTIFI			42.49 ✓		0.00
	53-43-4310					124JC0543-OIL FILTER			21.85 ✓		0.00
	53-43-4310					124JC2245-AIR FILTER			11.50 ✓		0.00
									<u>75.84 ✓</u>		<u>0.00</u>
79259	2/20/2020	2/20/2020		22.41	124JE8153					Posted	
	52-43-4310					TUBING, PLUG, GAUGE			22.41 ✓		0.00
3324	C4 CONSTRUCTION, LLC										
79145	2/20/2020	2/20/2020		9,800.00	1120					Posted	
	30-00-3000					DEMOLITION-400 N MILL			6,000.00 ✓		0.00
	30-00-3000					DEMOLITION-523 N HERSEY			3,800.00 ✓		0.00
									<u>9,800.00 ✓</u>		<u>0.00</u>
1091	CARD SERVICES										
79268	2/20/2020	2/20/2020		16.26	6378					Posted	
	26-00-3000					ADOBE			16.26 ✓		0.00
79269	2/20/2020	2/20/2020		119.40	0835					Posted	
	10-11-3360					FACEBOOK AD APPLICATION			119.40 ✓		0.00
79271	2/20/2020	2/20/2020		712.56	8199					Posted	
	51-41-5320					POSTAGE			15.66 ✓		0.00
	51-41-5320					POSTAGE			7.35 ✓		0.00
	52-41-4330					PLUG			72.33 ✓		0.00
	52-41-7450					STEP STOOL & LADDER			85.00 ✓		0.00
	51-41-5800					MEAL			90.77 ✓		0.00
	51-41-5800					MEAL			32.92 ✓		0.00
	51-41-5800					MEAL			17.74 ✓		0.00
	51-41-5800					FUEL			30.00 ✓		0.00
	51-41-5800					HOTEL			173.90 ✓		0.00
	51-41-5800					HOTEL			173.90 ✓		0.00
	52-41-3000					AMAZON PRIME MEMBERSHIP			12.99 ✓		0.00
									<u>712.56 ✓</u>		<u>0.00</u>
79272	2/20/2020	2/20/2020		294.73	9974					Posted	
	10-13-6110					SPINDLE DISCS			53.14 ✓		0.00
	10-13-6000					GLOVES			130.64 ✓		0.00
	10-13-3000					MEAL			25.97 ✓		0.00
	10-13-3000					MEAL			31.35 ✓		0.00
	10-13-3000					MEAL			36.81 ✓		0.00
	10-13-6110					COFFEE			16.82 ✓		0.00
									<u>294.73 ✓</u>		<u>0.00</u>

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
1091	CARD SERVICES (continued)							
79273	2/20/2020	2/20/2020	3,809.70	3920				Posted
	10-11-3000			ADOBE			16.26 ✓	0.00
	10-14-3000			POSTAGE			18.30 ✓	0.00
	10-21-2400			MEAL			24.29 ✓	0.00
	10-11-6110			STAPLES, FOLDERS, TAPE, POST IT NC			187.61 ✓	0.00
	10-11-5320			STAMP SHEETS			104.14 ✓	0.00
	10-11-5320			STAMPS			400.00 ✓	0.00
	10-11-5320			STAMPS.COM MEMBER FEE			17.99 ✓	0.00
	10-21-4300			STRAINER BASKETS FOR POOL			1,659.60 ✓	0.00
	10-20-6000			FOAMBOARD			104.19 ✓	0.00
	10-20-6000			FOAMBOARD CREDIT			0.00	73.00 ✓
	10-21-6190			KDA LICENSE RENEWAL-POOL CONCE			220.00 ✓	0.00
	10-11-6000			HUMIDIFIER			184.44 ✓	0.00
	10-14-6000			DECALS FOR FIRE DEPT			345.00 ✓	0.00
	10-18-2400			CPR TRAINING SUPPLIES			150.88 ✓	0.00
	53-43-2400			CPR TRAINING			120.00 ✓	0.00
	52-41-2400			CPR TRAINING			60.00 ✓	0.00
	51-43-2400			CPR TRAINING			60.00 ✓	0.00
	10-12-2400			CPR TRAINING			30.00 ✓	0.00
	53-41-2400			CPR TRAINING			60.00 ✓	0.00
	10-20-3000			CPR TRAINING			30.00 ✓	0.00
	10-18-2400			CPR TRAINING			60.00 ✓	0.00
	10-11-2400			CPR TRAINING			30.00 ✓	0.00
							<u>3,882.70 ✓</u>	<u>73.00 ✓</u>
124	CARRICO IMPLEMENT							
79215	2/20/2020	2/20/2020	119.02					Posted
	10-15-4330			IA39363-WASHER & PIN			17.13 ✓	0.00
	10-15-4330			IA39343-COOLGARDII			57.98 ✓	0.00
	10-15-4330			IA38702-OIL			42.30 ✓	0.00
	10-15-4330			IA39126-GASKET			1.61 ✓	0.00
							<u>119.02 ✓</u>	<u>0.00</u>
79234	2/20/2020	2/20/2020	11.92	IA37539				Posted
	53-43-7450			FREIGHT			3.98 ✓	0.00
	52-43-7450			FREIGHT			3.97 ✓	0.00
	51-43-7450			FREIGHT			3.97 ✓	0.00
							<u>11.92 ✓</u>	<u>0.00</u>
79252	2/20/2020	2/20/2020	325.00	IA38614				Posted
	51-43-7450			SKID STEER RENT-JANUARY			325.00 ✓	0.00
1200	CHEMQUEST, INC.							
79235	2/20/2020	2/20/2020	2,887.50	6429				Posted
	53-41-6170			HMP-30 GAL			2,887.50 ✓	0.00
2906	CINTAS CORPORATION							
79220	2/20/2020	2/20/2020	102.33	5015822082				Posted
	10-15-3000			FIRST AID SUPPLIES			102.33 ✓	0.00
2994	CINTAS FIRE 636525							
79221	2/20/2020	2/20/2020	1,109.40					Posted
	10-15-3000			019P507589-EXTINGUISHER INSPECTIC			839.51 ✓	0.00
	10-22-3000			019P507590-EXTINGUISHER INSPECTIC			269.89 ✓	0.00
							<u>1,109.40 ✓</u>	<u>0.00</u>
3149	COMPLIANCE ONE							
79146	2/20/2020	2/20/2020	411.00					Posted
	10-11-3000			264700-ADMIN FEE			181.50 ✓	0.00
	10-11-3000			264700-EAP FEE			72.00 ✓	0.00
	10-11-3000			264699-ADMIN FEE			115.50 ✓	0.00
	10-11-3000			264699-EAP FEE			42.00 ✓	0.00
							<u>411.00 ✓</u>	<u>0.00</u>
1358	CUNNINGHAM TELEPHONE & CABLE CO							
79147	2/20/2020	2/20/2020	82.48	03362				Posted
	10-15-5310			STREET DEPT			82.48 ✓	0.00
79148	2/20/2020	2/20/2020	83.51	10210				Posted
	26-00-5310			COMM DEV			83.51 ✓	0.00

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1358	CUNNINGHAM TELEPHONE & CABLE CO (continued)									
79149	2/20/2020 2/20/2020	10-11-5310		ADMIN	355.77	11854			355.77 ✓	Posted 0.00
79150	2/20/2020 2/20/2020	10-13-5310		PD	134.02	11856			134.02 ✓	Posted 0.00
79151	2/20/2020 2/20/2020	10-14-5310		FD	76.21	12334			76.21 ✓	Posted 0.00
79152	2/20/2020 2/20/2020	53-43-5310		SYSTEMS	112.90	13609			37.64 ✓	Posted 0.00
		52-43-5310		SYSTEMS					37.63 ✓	0.00
		51-43-5310		SYSTEMS					37.63 ✓	0.00
									<u>112.90 ✓</u>	<u>0.00</u>
79153	2/20/2020 2/20/2020	10-22-5310		AIRPORT	216.17	13610			216.17 ✓	Posted 0.00
79154	2/20/2020 2/20/2020	10-18-5310		PARKS & REC	195.29	13094			145.34 ✓	Posted 0.00
		10-19-5310		PARKS & REC					49.95 ✓	0.00
									<u>195.29 ✓</u>	<u>0.00</u>
79155	2/20/2020 2/20/2020	51-41-5310		WATER PLANT	278.68	12754			79.64 ✓	Posted 0.00
		53-41-5310		POWER PLANT					199.04 ✓	0.00
									<u>278.68 ✓</u>	<u>0.00</u>
79156	2/20/2020 2/20/2020	10-21-5310		POOL	5.00	13611			5.00 ✓	Posted 0.00
3137	CVA AREA 3 BELOIT OFFICE									
79211	2/20/2020 2/20/2020	10-15-6270		3840-DIESEL	723.69				95.18 ✓	Posted 0.00
		10-15-6270		3840-DIESEL					115.21 ✓	0.00
		10-15-6270		3840-DIESEL					72.38 ✓	0.00
		10-15-6270		3840-DIESEL					145.57 ✓	0.00
		10-15-6270		3840-DIESEL					30.65 ✓	0.00
		10-15-6270		3840-DIESEL					264.70 ✓	0.00
									<u>723.69 ✓</u>	<u>0.00</u>
193	DOLLAR GENERAL STORE-MSC-410526									
79134	2/20/2020 2/20/2020	10-11-6000		VALENTINES CANDY	33.00	1000944430			33.00 ✓	Posted 0.00
79194	2/20/2020 2/20/2020	10-17-6800		1000946084-SNACKS	23.85				7.90 ✓	Posted 0.00
		10-17-6800		1000945122-WATER & KLEENEX					15.95 ✓	0.00
									<u>23.85 ✓</u>	<u>0.00</u>
79248	2/20/2020 2/20/2020	10-11-6000		BLEACH, COFFEE, PAPER TOWELS	23.20	1000948045			23.20 ✓	Posted 0.00
1383	DRIVERS LICENSE GUIDE CO									
79174	2/20/2020 2/20/2020	10-13-6000		2020 ID CHECKING GUIDE	29.95	759826			29.95 ✓	Posted 0.00
3101	CHANCE ECK									
79203	2/20/2020 2/20/2020	10-17-6800		YOUTH BB REFEREE-9 GAMES @ 10.00	90.00				90.00 ✓	Posted 0.00
2957	DANIEL EILERT									
79202	2/20/2020 2/20/2020	10-17-6800		YOUTH BB REFEREE-5 GAMES @ 10.00	50.00				50.00 ✓	Posted 0.00
537	GALLS, LLC									
79182	2/20/2020 2/20/2020	10-13-7440		EASY WEDGE INFLATABLE	46.95	014735216			46.95 ✓	Posted 0.00
1764	GLOBAL EQUIPMENT COMPANY INC.									
79236	2/20/2020 2/20/2020	53-43-7200		BOX FAN	536.95	115536339			178.99 ✓	Posted 0.00
		52-43-7200		BOX FAN					178.98 ✓	0.00
		51-43-7200		BOX FAN					178.98 ✓	0.00
									<u>536.95 ✓</u>	<u>0.00</u>
79260	2/20/2020 2/20/2020	52-41-4360		HEATER	580.46	16873274			580.46 ✓	Posted 0.00

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3228	GODFREY'S (continued)									
79275		2/20/2020	2/20/2020	43.21	27812				43.21 ✓	Posted 0.00
		10-13-6120				HOLSTER				
3266	JOHN GREENWOOD									
79204		2/20/2020	2/20/2020	50.00					50.00 ✓	Posted 0.00
		10-17-6800				YOUTH BB REFEREE-5 GAMES @ 10.00				
3327	GROUP 6, LLC									
79237		2/20/2020	2/20/2020	36.56	4111				36.56 ✓	Posted 0.00
		53-43-3000				SPECIAL TEST & SHIPPING				
271	GUARANTY ST BANK & TRUST CO									
79175		2/20/2020	2/20/2020	5,463.27	3-1-2020				4,753.40 ✓	Posted 0.00
		53-45-4726				ALTEC DIGGER DERRICK #8212 LOAN F			709.87 ✓	0.00
		53-45-4727				ALTEC DIGGER DERRICK #8212 LOAN F			5,463.27 ✓	0.00
297	HARRISON LAW OFFICE									
79183		2/20/2020	2/20/2020	80.00	10701				80.00 ✓	Posted 0.00
		10-12-3000				SPECIAL PROSECUTION-J. RODRIGUEZ				
2659	HAWKINS									
79261		2/20/2020	2/20/2020	1,158.50	4654505				1,158.50 ✓	Posted 0.00
		52-41-6170				AQUA HAWK				
2517	HQH2O INC.									
79184		2/20/2020	2/20/2020	23.00					5.75 ✓	Posted 0.00
		10-13-6000				299010-WATER			17.25 ✓	0.00
		10-13-6000				299303-WATER			23.00 ✓	0.00
2919	CALEB JONES									
79200		2/20/2020	2/20/2020	50.00					50.00 ✓	Posted 0.00
		10-17-6800				YOUTH BB REFEREE-5 GAMES @ 10.00				
3039	KACE									
79186		2/20/2020	2/20/2020	65.00					65.00 ✓	Posted 0.00
		10-13-5410				MEMBERSHIP RENEWAL-D. LANGHAM				
13	KANSAS BUREAU OF INVESTIGATION									
79185		2/20/2020	2/20/2020	400.00					400.00 ✓	Posted 0.00
		10-12-3000				CASE #W19-03494-JACOB FARWELL				
251	KANSAS GAS SERVICE									
79157		2/20/2020	2/20/2020	60.76	200774227				60.76 ✓	Posted 0.00
		53-43-6210				502 E 12TH BLDG B-GENE				
79158		2/20/2020	2/20/2020	393.81	121850373				98.46 ✓	Posted 0.00
		53-43-6210				SYSTEMS			98.45 ✓	0.00
		52-43-6210				SYSTEMS			98.45 ✓	0.00
		51-43-6210				SYSTEMS			98.45 ✓	0.00
		10-13-6210				SYSTEMS			393.81 ✓	0.00
79159		2/20/2020	2/20/2020	433.69	162672864				433.69 ✓	Posted 0.00
		10-14-6210				601 N MILL				
79160		2/20/2020	2/20/2020	356.81	169801291				356.81 ✓	Posted 0.00
		51-41-6210				215B S CHESTNUT				
79161		2/20/2020	2/20/2020	3,964.23	100270100				500.66 ✓	Posted 0.00
		10-15-6210				STREET & ALLEY			411.75 ✓	0.00
		51-41-6210				WATER			441.44 ✓	0.00
		53-41-6210				POWER PLANT			203.88 ✓	0.00
		10-18-6210				PARKS & REC			39.30 ✓	0.00
		10-22-6210				AIRPORT			397.93 ✓	0.00
		53-43-6210				SYSTEMS			397.93 ✓	0.00
		52-43-6210				SYSTEMS			397.92 ✓	0.00
		51-43-6210				SYSTEMS			35.35 ✓	0.00
		52-43-6210				818 E SOUTH ST			1,101.39 ✓	0.00
		10-11-6210				ADMIN			36.68 ✓	0.00
		52-43-6210				219 INDEPENDENCE GEN			3,964.23 ✓	0.00

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251	KANSAS GAS SERVICE (continued)									
79162		2/20/2020	2/20/2020		2,029.86	121984891				Posted
			10-19-6210			1720 N HERSEY			2,029.86 ✓	0.00
79163		2/20/2020	2/20/2020		186.14	156296173				Posted
			53-41-6210			215 S CHESTNUT			186.14 ✓	0.00
370	KANSAS ONE CALL SYSTEM INC									
79238		2/20/2020	2/20/2020		12.00	0010151				Posted
			53-43-3000			LOCATES			4.00 ✓	0.00
			51-43-3000			LOCATES			4.00 ✓	0.00
			52-43-3000			LOCATES			4.00 ✓	0.00
									<u>12.00 ✓</u>	<u>0.00</u>
375	KANSAS STATE TREASURER									
79274		2/20/2020	2/20/2020		112.50					Posted
			10-12-3000			LETCF			112.50 ✓	0.00
1380	KDHE-BUREAU OF AIR & RADIATION									
79239		2/20/2020	2/20/2020		1,000.00	20-123-0012				Posted
			53-41-6700			EMISSION INVENTORY & FEE FORM			1,000.00 ✓	0.00
1646	KDNS/KZDY									
79240		2/20/2020	2/20/2020		192.00	42634				Posted
			53-43-5400			ELECTRIC SYSTEMS-JOB OPENING			192.00 ✓	0.00
382	JAMES KELLY									
79262		2/20/2020	2/20/2020		150.00					Posted
			52-41-2911			BOOT REIMBURSEMENT			150.00 ✓	0.00
3075	KIMBALL MIDWEST									
79263		2/20/2020	2/20/2020		116.47	7697692				Posted
			51-41-6000			GREEN DIAMOND NITRILE			116.47 ✓	0.00
394	KRIERS AUTO PARTS									
79172		2/20/2020	2/20/2020		178.57					Posted
			10-13-4310			4925-312839-ICE SCRAPERS			10.58 ✓	0.00
			10-13-4310			4925-311805-BATTERY			167.99 ✓	0.00
									<u>178.57 ✓</u>	<u>0.00</u>
79216		2/20/2020	2/20/2020		158.20					Posted
			10-15-4310			4925-312833-HOSE CLAMP			5.81 ✓	0.00
			10-15-4310			4925-31300-OIL & AIR FILTER			29.76 ✓	0.00
			10-15-4310			4925-313031-PLASTIC DOME CAP			1.00 ✓	0.00
			10-15-4310			4925-313497-FUEL, OIL, AIR FILTERS			77.13 ✓	0.00
			10-15-6000			4925-312720-FLASHER			15.79 ✓	0.00
			10-15-6000			4925-312744-LUBE, OIL DRAIN PLUG			24.86 ✓	0.00
			10-15-6000			4925-312746-CREDIT FORM 312744			0.00	7.44 ✓
			10-15-6000			4925-312105-CHOPSAW BLADE			11.29 ✓	0.00
									<u>165.64 ✓</u>	<u>7.44 ✓</u>
79228		2/20/2020	2/20/2020		43.26	4925-312670				Posted
			53-43-4310			MICROFIBER PADS & CLEANER			43.26 ✓	0.00
188	LAWSON PRODUCTS INC									
79241		2/20/2020	2/20/2020		263.63	9307341635				Posted
			53-41-6000			NIPPLES & HAND CLEANER			263.63 ✓	0.00
3156	LOCKIT TECHNOLOGIES LLC									
79188		2/20/2020	2/20/2020		1,291.00	4871				Posted
			10-13-7460			SERVICE CONTRACT			1,291.00 ✓	0.00
79209		2/20/2020	2/20/2020		62.50	4430				Posted
			10-17-7400			REMOTE LABOR			62.50 ✓	0.00
3326	LANCE LUNDINE									
79201		2/20/2020	2/20/2020		50.00					Posted
			10-17-6800			YOUTH BB REFEREE-5 GAMES @ 10.00			50.00 ✓	0.00
424	MCHENRY ELECTRIC & SUPPLY									
79198		2/20/2020	2/20/2020		49.78	025316				Posted
			10-20-4330			GREASE & AIR FILTER			49.78 ✓	0.00
79214		2/20/2020	2/20/2020		51.13					Posted
			10-15-4330			025306-SHARPEN CHAINS			15.00 ✓	0.00
			10-15-4330			025294-TANK & GASKET			36.13 ✓	0.00
									<u>51.13 ✓</u>	<u>0.00</u>

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3325	JULIE MCSHANE (continued)									
79189	2/20/2020	2/20/2020	150.00							Posted
	10-12-3320		RESTITUTION-CASE 202000020	150.00 ✓	0.00					
3072	METROPOLITAN COMPOUNDS, INC									
79264	2/20/2020	2/20/2020	995.00	0012322						Posted
	51-41-6170		POLARIS	497.50 ✓	0.00					
	52-41-6170		POLARIS	497.50 ✓	0.00					
				995.00 ✓	0.00					
1160	MID STATES ENERGY WORKS INC									
79242	2/20/2020	2/20/2020	1,500.00	5348						Posted
	53-41-4360		REPAIR REGULATOR	1,500.00 ✓	0.00					
1018	MANFRED MILBERS									
79243	2/20/2020	2/20/2020	29.00							Posted
	53-41-6260		REIMBURSEMENT FOR FUEL	29.00 ✓	0.00					
459	MISSISSIPPI LIME CO									
79265	2/20/2020	2/20/2020	6,381.77	1474160						Posted
	51-41-6170		QUICKLIME	6,381.77 ✓	0.00					
470	MITCHELL COUNTY SOLID WASTE									
79164	2/20/2020	2/20/2020	3,323.50							Posted
	30-00-3000		523 N HERSEY-C4 CONSTRUCTION LAN	3,323.50 ✓	0.00					
79196	2/20/2020	2/20/2020	30.00	015286A						Posted
	10-18-3000		LUMBER	30.00 ✓	0.00					
2839	NEXTRUST INC.									
79165	2/20/2020	2/20/2020	1,156.07	266131						Posted
	10-11-5320		UTILITY BILLS	1,156.07 ✓	0.00					
3200	NUTRIEN AG SOLUTIONS									
79222	2/20/2020	2/20/2020	40.23	41093088						Posted
	10-15-6170		TORDON	40.23 ✓	0.00					
2380	OFFICE OF THE STATE TREASURER									
79109	2/20/2020	2/20/2020	24,625.00	R1200301106386	26212					Ck# 81379 Printed
	30-00-9806		GO STREET BONDS INTEREST PAYMEN	24,625.00 ✓	0.00					
2181	CLINT OFFUTT									
79276	2/20/2020	2/20/2020	90.00	16871						Posted
	10-13-7420		FRONT WINDOW TINTING	90.00 ✓	0.00					
2946	PACE ANALYTICAL SERVICES, INC.									
79266	2/20/2020	2/20/2020	523.00	2060098353						Posted
	52-41-3000		LAB TESTING	523.00 ✓	0.00					
2684	PALMER STACEY									
79223	2/20/2020	2/20/2020	150.00							Posted
	10-15-2911		BOOT REIMBURSEMENT	150.00 ✓	0.00					
3063	PORTER HOUSE APTS									
79176	2/20/2020	2/20/2020	250.00							Posted
	26-00-3000		OFFICE RENT-MARCH	250.00 ✓	0.00					
536	POST MASTER									
79173	2/20/2020	2/20/2020	150.00							Posted
	10-13-5320		PD PO BOX 337-1 YEAR RENTAL	150.00 ✓	0.00					
1263	PRAIRIE FIRE COFFEE ROASTERS									
79213	2/20/2020	2/20/2020	132.20							Posted
	10-15-3000		6301695623-COFFEE	88.80 ✓	0.00					
	10-15-3000		1192377-COFFEE	43.40 ✓	0.00					
				132.20 ✓	0.00					
79227	2/20/2020	2/20/2020	250.53							Posted
	53-43-3000		1192378-COFFEE	17.15 ✓	0.00					
	52-43-3000		1192378-COFFEE	17.14 ✓	0.00					
	51-43-3000		1192378-COFFEE	17.14 ✓	0.00					
	53-41-3000		1192374-COFFEE	199.10 ✓	0.00					
				250.53 ✓	0.00					
3305	PRIORITY POWER MANAGEMENT, LLC									
79244	2/20/2020	2/20/2020	1,000.00	16110						Posted
	53-41-3000		CONSULTING AGREEMENT-JANUARY	1,000.00 ✓	0.00					

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>
2593	PROFESSIONAL FIRE EQUIPMENT CO., LLC (continued)									
79277		2/20/2020	2/20/2020	150.00	48302				150.00 ✓	0.00
		10-14-4330			SCBA TESTING & FILL					
1118	PROTECTIVE EQUIPMENT TESTING LABORATORY									
79245		2/20/2020	2/20/2020	4,272.75	69977				4,272.75 ✓	0.00
		53-43-3000			TESTING					
41	QLT CONSUMER LEASE SERVICES INC									
79224		2/20/2020	2/20/2020	8.03					8.03 ✓	0.00
		10-15-3000			INDOOR GONG					
2979	RAY'S APPLE MARKET									
79135		2/20/2020	2/20/2020	70.75	4272				70.75 ✓	0.00
		10-11-6000			WATER & COFFEE					
79195		2/20/2020	2/20/2020	95.83	3584				95.83 ✓	0.00
		10-17-6800			GATORADE					
79212		2/20/2020	2/20/2020	38.06	1884				38.06 ✓	0.00
		10-15-6000			FORKS, TISSUE, DETERGENT					
79250		2/20/2020	2/20/2020	103.18	7575				103.18 ✓	0.00
		51-41-6110			DAWN, COFFEE, BOUNTY, WATER					
1494	RICOH USA, INC									
79166		2/20/2020	2/20/2020	129.12	5058755195				129.12 ✓	0.00
		10-11-3000			COPY MACHINE					
575	SAGE PRODUCTS									
79167		2/20/2020	2/20/2020	336.10	0079512-IN				336.10 ✓	0.00
		10-11-6000			ICE MELT, PAPER TOWELS, TISSUE					
94	SCHENDEL PEST CONTROL									
79246		2/20/2020	2/20/2020	50.00	80900					
		53-43-3000			PEST CONTROL				16.67 ✓	0.00
		52-43-3000			PEST CONTROL				16.67 ✓	0.00
		51-43-3000			PEST CONTROL				16.66 ✓	0.00
									50.00 ✓	0.00
488	SCHWAB EATON BELOIT									
79168		2/20/2020	2/20/2020	9,428.50	19.043-4				9,428.50 ✓	0.00
		30-00-3000			SRTS PHASE 2C					
3301	AMANDA SEYFERT									
79190		2/20/2020	2/20/2020	100.00					100.00 ✓	0.00
		10-12-3320			RESTITUTION FOR DOG BITE-20190033					
607	SHAMBURG OIL COMPANY									
79226		2/20/2020	2/20/2020	167.41						
		53-43-6270			711077-DIESEL				81.41 ✓	0.00
		53-43-6270			713716-DIESEL				86.00 ✓	0.00
									167.41 ✓	0.00
2944	HECTOR SOLER									
79191		2/20/2020	2/20/2020	50.00					50.00 ✓	0.00
		10-12-3000			INTERPRETOR FEES-CASE #202000031					
626	SOLOMON VALLEY HOME CENTER									
79169		2/20/2020	2/20/2020	12.87	INV0504145				12.87 ✓	0.00
		10-11-6000			RETRACTABLE KEY CHAIN					
79192		2/20/2020	2/20/2020	26.98	INV0503670				26.98 ✓	0.00
		10-13-6000			ICE MELTER					

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#		Work Order		Description				Debit	Credit
626 SOLOMON VALLEY HOME CENTER (continued)										
79210	2/20/2020	2/20/2020		1,995.36						Posted
	10-18-4300				INV0503331-2X12, HEX LAG GALV				82.89 ✓	0.00
	10-18-6000				INV0502851-ACQ & PAINT				180.99 ✓	0.00
	10-18-6000				INV0503473-SPRAY PAINT				28.74 ✓	0.00
	10-21-4300				INV0502697-HEX LAG & WASHER				16.56 ✓	0.00
	10-18-4300				INV0502925-PAINT, STAPLES, 2X4				591.09 ✓	0.00
	10-18-6000				INV0502609-SPRAY PAINT				19.96 ✓	0.00
	10-18-6000				INV0502345-TORCH BLADES				38.78 ✓	0.00
	10-18-4300				INV0504451-DOOR PULL, BRUSH SET &				35.15 ✓	0.00
	10-18-4300				INV0504108-WOOD STAIN				8.79 ✓	0.00
	10-18-4300				INV0503977-STAIN & SCREWS				51.83 ✓	0.00
	10-18-6000				INV0503665-SAFETY HASP				2.79 ✓	0.00
	10-20-6130				INV0504325-PAINT				42.99 ✓	0.00
	10-18-4300				INV0504074-STAIN & SPRAY PAINT				93.49 ✓	0.00
	10-18-4300				INV0503524-CEDAR				366.00 ✓	0.00
	10-18-4300				INV0503522-CEDAR & BALLUSTERS				276.05 ✓	0.00
	10-18-4300				INV0504790-CLOSER STRIP				112.20 ✓	0.00
	10-18-4300				INV0504517-DOOR HINGES				12.49 ✓	0.00
	10-18-4300				INV0504449-WASHERS & NUTS				34.57 ✓	0.00
									1,995.36 ✓	0.00
79267		2/20/2020	2/20/2020	378.89						Posted
	51-41-6000				INV0502954-PRIMER, ROLLER COVER, I				140.16 ✓	0.00
	52-41-4330				INV0504447-WIRE, PLIERS, ROPE				58.47 ✓	0.00
	51-43-6130				INV0503241-2X6, PRIMER, PAINT SUPPL				106.17 ✓	0.00
	51-43-6130				INV0502930-PINE				47.15 ✓	0.00
	51-43-6130				INV0503638-PINE				26.94 ✓	0.00
									378.89 ✓	0.00
643 STANION WHSE ELECTRIC COMPANY										
79247	2/20/2020	2/20/2020		1,263.13						Posted
	53-43-6000				4883671-00-TAPE & LUBRICANT				354.54 ✓	0.00
	53-43-6000				4875775-00-STIRRUPS & FUSES				265.29 ✓	0.00
	53-43-6000				4875693-01-CONNECTORS				643.30 ✓	0.00
									1,263.13 ✓	0.00
673 THOMPSON'S OK TIRE, INC										
79225	2/20/2020	2/20/2020		30.00						Posted
	10-15-6140				43033-FLAT REPAIR				15.00 ✓	0.00
	10-15-6140				43303-FLAT REPAIR				15.00 ✓	0.00
									30.00 ✓	0.00
201 THYSSENKRUPP ELEVATOR										
79170	2/20/2020	2/20/2020		357.79	3005058343					Posted
	10-11-3000				SERVICE DATE 2/1/2020-4/30/2020				357.79 ✓	0.00
1491 UNIVERSITY OF KANSAS-KLETC										
79187	2/20/2020	2/20/2020		60.00						Posted
	10-13-2400				891AB5F6-D. ELAM-OFFICER TRAINING				20.00 ✓	0.00
	10-13-2400				891AB5F6-J. FLOWER-OFFICER TRAINII				20.00 ✓	0.00
	10-13-2400				891AB5F1-C. LACKEY-OFFICER TRAINII				20.00 ✓	0.00
									60.00 ✓	0.00
410 UTILITIES										
79206	2/20/2020	2/20/2020		639.70	7346					Posted
	10-13-6220				CITY SHARE OF JAIL UTILITIES				639.70 ✓	0.00
2067 VERIZON WIRELESS SERVICES, LLC										
79171	2/20/2020	2/20/2020		46.95	9847608723					Posted
	10-18-5310				PARKS & REC ON CALL PHONE				46.95 ✓	0.00

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>

193,725.54 144 Non-voided payables listed.

Report Setup AP - Accounts Payable Listing : Vendor Name Filter Options Starting: 2/20/2020 Ending: 2/20/2020 Banks: All Payable Status: Posted, Printed, ACH, Recorded, Voided All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: Ordinance 2267 12th Street Closure Amendment

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:



ORDINANCE



RESOLUTION



FORMAL ACTION



OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance 2267 12th Street Closure Amendment.

BACKGROUND:

Prior to the SRTS 2A project, the block between Mill and Hersey on 12th St was closed during certain periods of school. Since that project has been installed, it is the recommendation of the police department that we remove this restriction on this particular block. The restriction will remain in place on the block between Bell and Mill- primarily because of the loading and unloading zone in this area for school drop off.

FINANCIAL IMPACT:

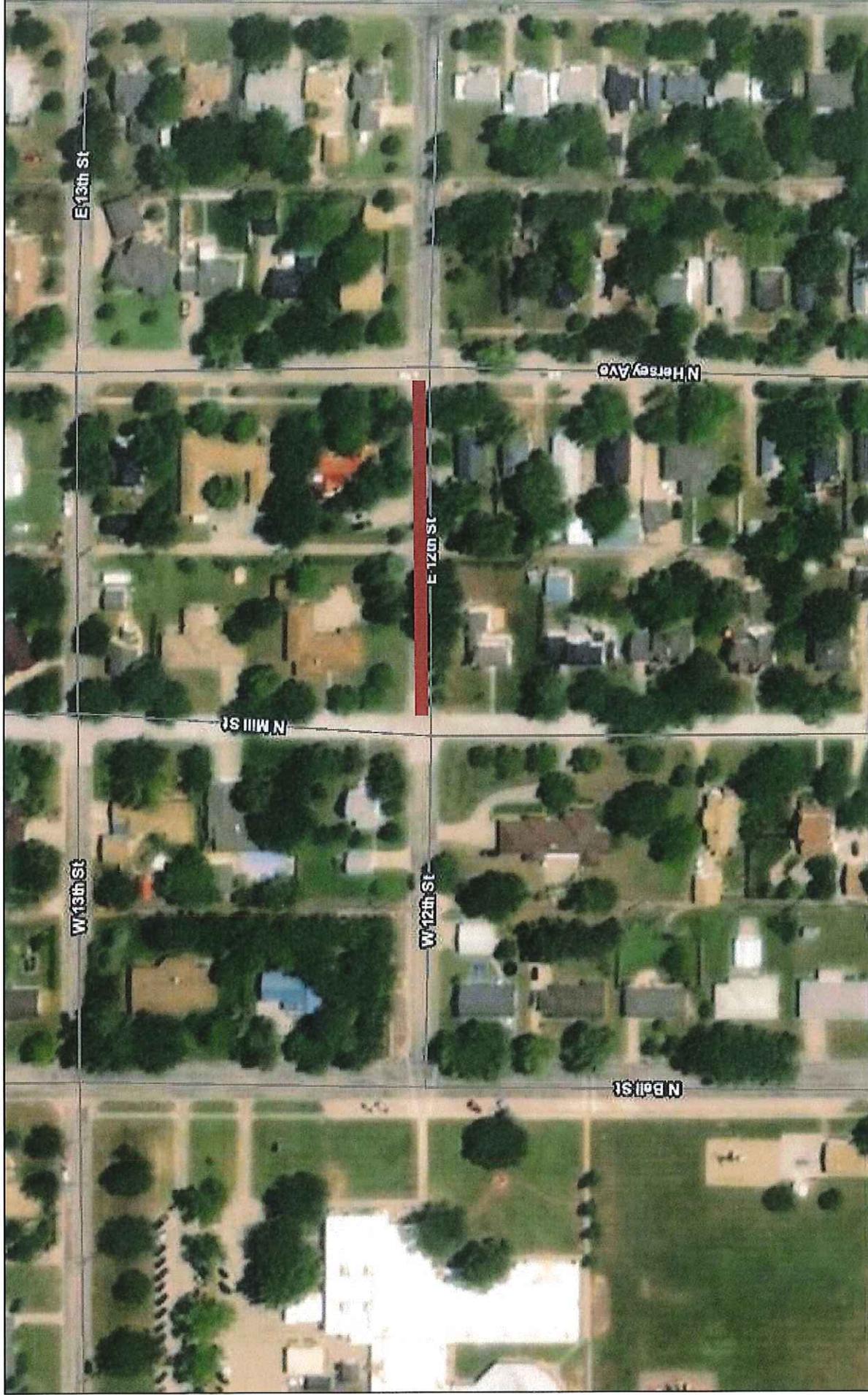
There is no financial impact with this item.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

Ordinance 2267 Amendment

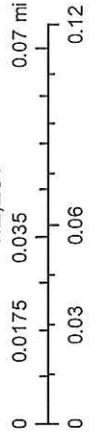


February 14, 2020
15:25 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

-  City Limits
-  City Streets

1:2,257



ORDINANCE NO. 2267 SUMMARY

On February 18, 2020 the City of Beloit, Kansas adopted Ordinance No. 2267, which amends Section 16-202 of the Beloit City Code, amending the 12th Street closure on school days to that portion of 12th Street between Bell Street and Mill Street. A complete copy of this ordinance is available at www.beloitks.org or at City Hall, 119 S. Hersey St. This summary certified by Katie J. Schroeder, Beloit City Attorney.

ORDINANCE NO. 2267

AN ORDINANCE AMENDING SECTION 16-202 OF THE BELOIT CITY CODE AMENDING THE 12th STREET CLOSURE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1: Section 16-202 of the Beloit City Code is hereby amended as follows:

16-202. 12th Street Closure.

The portion of 12th Street between Bell Street and Mill Street shall be closed to vehicular traffic during the school year and each day that USD 273 is in session between the hours of 7:30 a.m. to 8:30 a.m., and between the hours of 3:00 p.m. and 4:00 p.m., except for vehicular traffic to and from residences within the closed street.

Section 2: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 18th day of February, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: 8th Street CIR Bid

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the bid from Coughlin Company to CIR 8th St. for the amount of \$118,325.

BACKGROUND:

As part of the CIP initiative to improve our main collector roads, 8th St was identified as a candidate for a cost effective rehab of the existing pavement. The section of 8th St. from Campbell across Hwy 24 and ending at the current pavement end appears to be a good candidate for the CIR process. The short version of last meeting's memo saw presented the alternative estimates of a mill and fill with asphalt at roughly \$350,000-\$400,000 while a complete rebuild with concrete would be roughly \$2,000,000. Based on research, this alternative should provide an improved profile and ride, while also giving the pavement a renewed life span of 15-20 years with maintenance. This will allow the city to focus the next large road project on N. Walnut. This project would be scheduled in May of 2020. Further information on this process can be found at www.roadresource.org.

FINANCIAL IMPACT:

Funding for this item is budgeted in the CIP Fund 30-00-3000 professional services. Cash balance for the CIP Fund as of 2/14/2020 is \$654,002.57.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager



Coughlin Company

CIR Bid Proposal

809 E. Commerce Drive
 St. George, Utah 84790
 Phone: 435-634-1266
 Fax: 435-674-5119
 www.coughlincompany.com
 President: Darren Coughlin (darren@coughlincompany.com)
 Estimator/PM: Steve Collins (steve@coughlincompany.com)
 Estimator/PM: Reed Poleszak (reed@coughlincompany.com)

Date:		1/20/2020
Proposal #		012020-01 CIR
Good for 30 Days		

Proposal To:
 City of Beloit, Kansas
 Attn: Jason Rube - City Manager

Project:
 East 8th Street - 4" CIR
 Beloit, KS

Quantity	Unit	Item	Description	Unit Price	Total
1.00	EACH	MOB	Mobilization & Demobilization	10,000.00	\$ 10,000.00
17,500.00	SY		4" Cold In-Place Recycling - inc. paving & compaction	6.19	\$ 108,325.00
Addenda: None				Grand Total	\$ 118,325.00

Bid Proposal for In-Place Cold Recycling. We will furnish all labor & equipment to complete the item proposed as described on Project:
 East 8th Street - 4" CIR

All of the work will be completed in a workmanlike manner according to standard practices for the sum of: \$ 118,325.00
 One Hundred Eighteen Thousand Three Hundred Twenty Five Dollars and No Cents

Signature // Date _____
 Coughlin Company

Terms & Conditions

Scope of work: Mobilization & Demobilization. Cold In-Place Recycled Asphalt according to plans and specifications.

Conditions:

1. Work shall be completed in one continuous operation without interruption.
2. Unit price based on a mutually agreed schedule.
3. All utilities and obstructions must be removed.
4. The project will be field measured and the actual area recycled will be invoiced at the specific unit price.
5. By accepting this proposal, the Prime Contractor agrees to hold Coughlin Company harmless for claims or damages arising out of related by-products of its normal operations.
6. The production rate will be approximately 2 Days(s).

Inclusions:

1. Coughlin will cut, size and blend 4 inches of AC with CSS emulsion & water then pave and compact the recycled material.
2. Coughlin Will Provide Emulsion and Transfer to CIR operation.
3. Coughlin will provide the Mix Design and QC Testing (roller pattern and densities).

Exclusions:

- Coughlin to exclude the following:
1. On-Site Staging Area, water (20,000 gallons in an 8 hour shift)
 2. QA, Surveying, traffic control, construction staking, permits, special inspections, and blue staking.
 3. Damage to underground utilities, traffic loops, removal and replacement of manholes and water valves.
 4. Building temporary tapers
 5. Layout and handwork.
 6. Any area that is not accessible to the Cold-Recycle Equipment.
 7. Fog Seal, maintenance and protection of the recycled areas are all excluded.
 8. Bonding and "special Taxes" are not included.
 9. Sales Tax
 10. Soft spot repair due to unstable subgrade - Coughlin will notify County official when or if these areas arise and propose a solution.

Payment:

1. Submittal for progress payments will be made at least monthly or as each phase of the project is completed.
2. Progress payments will be payable within 15 calendar days of the payment request, therefore, any amounts past due will be subject to 1.5% interest per month on the unpaid balance.
3. All retentions are due and payable no more than 60 days from the date that Coughlin Company completes their work.
4. Proposals under \$100,000 reflect 0% retention.

Agreement:

1. The undersigned hereby accepts this bid (the above prices, specifications, and that the conditions are satisfactory) and authorizes Coughlin Company to furnish all materials and labor proposed above which is required to complete the above described project.
2. The Parties agree that this Bid Proposal is incorporated into any Subcontractor Agreement between the parties, whether signed or not, and in the event an inconsistency exists between the terms of the Subcontractor Agreement and this Bid Proposal, the parties agree that the terms of this Bid Proposal shall control, supersede, and replace any such terms between the parties.
3. The undersigned agrees to pay the amount stated in this proposal upon completion of work and presentation of progress payment request.
4. In the event it becomes necessary to refer any unpaid balance owed for work performed to an attorney, the undersigned agrees to pay all attorney fees and costs incurred in the collection of the monies due under the terms of this agreement.

Accepted this _____ day of _____ 20____.

Signed: _____.

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: Airport Mower Bid

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council review and approve a bid for the airport bat wing mower.

BACKGROUND:

Through the Kansas Airport Improvement Program, the City of Beloit received a grant for 50% of the purchase of a bat wing mower or a maximum match of \$8,250. The City of Beloit received three bids which are in your packet. The transportation department does not necessarily have a preference.

FINANCIAL IMPACT:

Funding for this item is budgeted in the CIP Fund 30-00-3000 professional services. Cash balance for the CIP Fund as of 2/14/2020 is \$654,002.57.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

Bid Notice: 15' Flex wing Mower

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

Time: 12:00 P. M.

Date: Feb. 14th, 2020

For the purchase of the following item(s) / Material(s): **One 15' Flex wing 540 PTO Speed. Pull type Mower.**

All bids returned to the city office must be clearly marked **Flex Wing Mower Bid.**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 15' cutting width	<u>✓</u>
Minimum 2" to 14" cutting Height	<u>✓ 1" to 16"</u>
Minimum 2" cutting capacity	<u>✓ 3"</u>
Minimum 10 gauge deck thickness	<u>✓</u>
Minimum 2" output shaft size	<u>✓ 2.35"</u>
Minimum cat 5 CV main driveline	<u>✓</u>
Deck shielding front and rear chain	<u>✓</u>
Skid skirts	<u>✓</u>
Severe duty tires	<u>✓</u>
Stump jumper pan	<u>✓</u>
Self leveling hitch	<u>✓</u>
540 PTO speed	<u>✓</u>

I propose to supply the City of Beloit, Kansas with a 15' batwing mower meeting the above specifications for a total purchase price of \$ 17,500.00 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company): CARRICO IMPLEMENT
Authorized signature: Craig Elling
Telephone number: 785-738-5744
Date: 2-14-20

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

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For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 15' cutting width	<input checked="" type="checkbox"/>
Minimum 2" to 14" cutting Height	<input checked="" type="checkbox"/> exceeds 1 1/2" to 16"
Minimum 2" cutting capacity	<input checked="" type="checkbox"/> exceeds 3"
Minimum 10 gauge deck thickness	<input checked="" type="checkbox"/>
Minimum 2" output shaft size	<input checked="" type="checkbox"/>
Minimum cat 5 CV main driveline	<input checked="" type="checkbox"/> cat 5 main cat 4 wings
Deck shielding front and rear chain	<input checked="" type="checkbox"/>
Skid skirts	<input checked="" type="checkbox"/>
Severe duty tires	<input checked="" type="checkbox"/> laminated 4 center + dual wings
Stump jumper pan	<input checked="" type="checkbox"/>
Self leveling hitch	<input checked="" type="checkbox"/>
540 PTO speed	<input checked="" type="checkbox"/>

I propose to supply the City of Beloit, Kansas with a 15' batwing mower meeting the above specifications for a total purchase price of \$ 14,500 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company):

Authorized signature:

Telephone number:

Date:

Jewell Implement
[Signature]
785-428-3261

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

City of Beloit Flex Wing Mower Bid

Land Pride RC3715

15' working width, 1 ½ to 16" cutting height, 3" cutting capacity, 12" deck height, 10 gauge deck thickness, gear box shaft 2", input drive line, CV u joint cat. 6, wing drive line cat. 4 slip clutch, stump jumpers, skid plates

Laminated tires (4) center section/duals wings
540 CV cat 6 main Cat 4 wings
Single chain guards front and rear
Single acting Fold cylinders
Performance Hitch, Self leveling

Price includes all freight/shipping and all set up and delivery to Beloit.

List Price: \$20,200

Total Price: \$14,500

Transportation Department
312 South Pine
Beloit, Kansas. 67420



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Fax No. (785)-738-2517
Beloitmclark@nckcn.com

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Box 567
Beloit, Kansas 67420 (785-738-3551)

Bid Notice: 15' Flex wing Mower

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

Time: 12:00 P. M.

Date: Feb. 14th, 2020

For the purchase of the following item(s) / Material(s): **One 15' Flex wing 540 PTO Speed. Pull type Mower.**

All bids returned to the city office must be clearly marked **Flex Wing Mower Bid.**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 15' cutting width	<u>Y</u>
Minimum 2" to 14" cutting Height	<u>1 1/2 - 16 in</u>
Minimum 2" cutting capacity	<u>Y 3 in</u>
Minimum 10 gauge deck thickness	<u>Y</u>
Minimum 2" output shaft size	<u>Y</u>
Minimum cat 5 CV main driveline	<u>Y Cat 6 input cat 4 wings</u>
Deck shielding front and rear chain	<u>Y</u>
Skid skirts	<u>Y</u>
Severe duty tires	<u>Laminated</u>
Stump jumper pan	<u>Y</u>
Self leveling hitch	<u>Y</u>
540 PTO speed	<u>Y</u>

I propose to supply the City of Beloit, Kansas with a 15' batwing mower meeting the above specifications for a total purchase price of \$ 14,000 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company):

Authorized signature:

Telephone number:

Date:

Radke Implement
Marty Radke
620-935-4310
2-8-2020

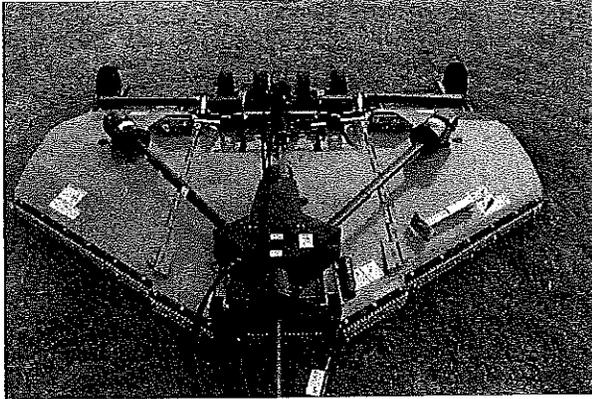
The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

RC3715 - 15' Medium Duty Smooth Top

RETURN TO INDEX

CUTTERS

50-160 HP



Working Width: 15'
 Transport Width: 10'3" Normal, 7'3" with Narrow Option
 Overall Width: 15'10"
 Overall Length: 16'3"
 Hitch: Pull-Type, Self-Leveling Hitch & Clevis
 Tongue Jack
 Cutting Height: 1 1/2" - 16"*
 Cutting Capacity: 3"
 Deck Height: 12"
 Deck Thickness: 10 Gauge
 Slide Skirt Thickness: 1/4"

Gearbox Rating^: 160 HP Dlyder; 130 HP Center & Wings
 Gearbox: 540 or 1000 rpm
 Gearbox Input Shaft: 1 3/4" 20 Spline
 Gearbox Output Shaft: 2"
 Input Driveline: Constant Velocity U-Joint Cat. 6, Splined
 540 or 1000 RPM
 Connecting Driveline: Cat. 4 Slip-Clutch
 Stump-Jumper: 3/16", Round, Dish Shaped
 Blades: 2 per Section, 1/2" x 4" Heat Treated
 Free Swinging Alloy Steel with Uplift
 Blade Bolt: Keyed with Hardened Flatwasher & Lock Nut
 Blade Overlap: 6"
 Blade Speed:
 540 rpm: Center: 15,268 fpm, Wings: 15,000 fpm
 1000 rpm: Center: 15,578 fpm, Wings: 14,620 fpm
 4, 6 or 8 Wheels, with Spring-Cushioned Center Axle
 Wheel Options:
 6" x 21" or 6" x 26" Laminated Tires
 29" x 7.75" x 15" Used Aircraft Tires
 25.5" x 8" x 14" New 20-Ply Pneumatic
 or Foam Filled Tires
 Tapered Roller Bearings & Cast Iron 5-Bolt Hubs
 with 1 3/4" Shaft
 Wing Transport Locks
 Wing Hydraulics: 2 1/2" x 12" Cylinder, Hoses & Fittings
 Height Adjustments: 3" x 8" Cylinder, Hose & Fittings
 Skid Shoes: Wings & Center, Replaceable
 Front and Rear Shielding: Single or Double Chain
 Blade Rotation: L-CW, C-CCW, R-CCW
 Lights Standard

MODEL NUMBER	DESCRIPTION	APPROX. MACHINE WEIGHT	SHIPPING WEIGHT	LIST PRICE
RC3715 -01-32-40-60-65-70	15' ROTARY CUTTER - 540 rpm 4 21" Laminated Tires (01) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Fixed Clevis Hitch (70)	4009#	4009#	\$ 18,165
RC3715 -08-32-40-60-65-75	15' ROTARY CUTTER - 540 rpm 6 29" Used Aircraft Tires (08) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Performance Hitch (75)	4184#	4184#	\$ 19,198
RC3715 -14-32-40-60-65-75	15' ROTARY CUTTER - 540 rpm 6 26" Laminated Tires (14) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Performance Hitch (75)	4272#	4272#	\$ 19,580

*Varies by Tire Option

^Gearbox HP rating is based on in field use and performance

See pg. 38 for optional pricing and color options

See pg. 69 for available hitches

WARNING!

Rotary Cutters used in non-agricultural areas must be equipped with front & rear guards. The possibility of thrown objects can be hazardous to persons or property.

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: Airport UTV/Snow Blade Bid

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the bid from Carrico Implement for a JD Gator UTV with a JD V-Blade in the amount of \$24,000.

BACKGROUND:

FINANCIAL IMPACT:

KAIP is funding up to \$8,000 of this purchase. This machine will be used at the airport for spraying and snow removal. It will also have availability and will be used in other areas of the city- especially with the availability of a v-blade snow plow.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

Bid Notice: New UTV with 72" blade. (Option 1)

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

Time: 12:00 P.M.

Date: Feb. 14th. 2020

For the purchase of the following item(s) / Material(s): **New UTV.**

All bids returned to the city office must be clearly marked **UTV Bid.**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

<i>Minimum 45 H.P. EFI. Gas engine</i>	<input checked="" type="checkbox"/>	<i>54 HP</i>
<i>Minimum 15 cubic foot cargo box Cap.</i>	<input checked="" type="checkbox"/>	<i>16.4 cf</i>
<i>Minimum 1000 Lb. box capacity</i>	<input checked="" type="checkbox"/>	
<i>Minimum 1 year warranty</i>	<input checked="" type="checkbox"/>	
<i>Power steering</i>	<input checked="" type="checkbox"/>	
<i>Power lift cargo box</i>	<input checked="" type="checkbox"/>	
<i>Full cab with heater</i>	<input checked="" type="checkbox"/>	
<i>Windshield wiper kit</i>	<input checked="" type="checkbox"/>	
<i>Bench seat</i>	<input checked="" type="checkbox"/>	
<i>On-Demand 4WD</i>	<input checked="" type="checkbox"/>	
<i>Independent Front and Rear Suspension</i>	<input checked="" type="checkbox"/>	
<i>4500 Lb. Winch W/HD front Suspension</i>	<input checked="" type="checkbox"/>	
<i>72" front blade W/Mount.</i>	<input checked="" type="checkbox"/>	
<i>Front and Rear Disc brakes</i>	<input checked="" type="checkbox"/>	
<i>Turn signal Kit</i>	<input checked="" type="checkbox"/>	

I propose to supply the City of Beloit, Kansas with a UTV. meeting the above specifications for a total purchase price of \$ 22,000.00 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company): CARRICO IMPLEMENT
Authorized signature: *Benj Elly*
Telephone number: 785-738-5744
Date: 2-14-20

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

**Bid Notice: New UTV with Boss, 6'6" Power VXT steel Blade. (Option 2)
And Coupler Unit. Hand Held control unit.
And all Relevant Equipment for proper Mounting.**

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

Time: 12:00 P.M.

Date: Feb. 14th, 2020

For the purchase of the following item(s) / Material(s): **New UTV.**

All bids returned to the city office must be clearly marked **UTV Bid.**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 45 H.P. EFI. Gas engine	<input checked="" type="checkbox"/>	54 HP
Minimum 15 cubic foot cargo box Cap.	<input checked="" type="checkbox"/>	16.4 CF
Minimum 1000 Lb. box capacity	<input checked="" type="checkbox"/>	
Minimum 1 year warranty	<input checked="" type="checkbox"/>	
Power steering	<input checked="" type="checkbox"/>	
Power lift cargo box	<input checked="" type="checkbox"/>	
Full cab with heater	<input checked="" type="checkbox"/>	
Windshield wiper kit	<input checked="" type="checkbox"/>	
Bench seat	<input checked="" type="checkbox"/>	
On-Demand 4WD	<input checked="" type="checkbox"/>	
Independent Front and Rear Suspension	<input checked="" type="checkbox"/>	
4500 Lb. Winch W/HD front Suspension	<input checked="" type="checkbox"/>	
6'6" Power-VXT Steel blade /W Hardware.		72" JD HYD. V-BLADE
Front and Rear Disc brakes	<input checked="" type="checkbox"/>	
Turn signal kit	<input checked="" type="checkbox"/>	

I propose to supply the City of Beloit, Kansas with a UTV. meeting the above specifications for a total purchase price of \$ 24,000.00 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company): CARRICO IMPLEMENT
Authorized signature: Craig Elling
Telephone number: 785-738-5744
Date: 2-14-20

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

Bid Notice: New UTV with Boss, 6'6" Power VXT steel Blade. (Option 2)
And Coupler Unit. Hand Held control unit.
And all Relevant Equipment for proper Mounting.

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

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All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk 119 N. Hersey, Beloit, Kansas.

The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 45 H.P. EFI. Gas engine	<u>✓</u>	<u>54 HP</u>
Minimum 15 cubic foot cargo box Cap.	<u>✓</u>	<u>16.4 CF</u>
Minimum 1000 Lb. box capacity	<u>✓</u>	
Minimum 1 year warranty	<u>✓</u>	
Power steering	<u>✓</u>	
Power lift cargo box	<u>✓</u>	
Full cab with heater	<u>✓</u>	
Windshield wiper kit	<u>✓</u>	
Bench seat	<u>✓</u>	
On-Demand 4WD	<u>✓</u>	
Independent Front and Rear Suspension	<u>✓</u>	
4500 Lb. Winch W/HD front Suspension	<u>✓</u>	
6'6" Power-VXT Steel blade /W Hardware.	<u>✓</u>	
Front and Rear Disc brakes	<u>✓</u>	
Turn signal kit	<u>✓</u>	

I propose to supply the City of Beloit, Kansas with a UTV. meeting the above specifications for a total purchase price of \$ 26,250.00 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company): CARRICO IMPLEMENT
Authorized signature: Corey Kelly
Telephone number: 785-738-5744
Date: 2-14-20

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

Transportation Department
312 South Pine
Beloit, Kansas. 67420



Tel No (785) 738-3633
Fax No. (785)-738-2517
Beloitmclark@nckcn.com

119 N. Hersey
Box 567
Beloit, Kansas 67420 (785-738-3551)

Bid Notice: New UTV with 72" blade. (Option 1)

The City of Beloit, Kansas, 119 N. Hersey, Box 567, Beloit, Kansas, will be accepting sealed bids at the office of the City Clerk until:

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The City of Beloit, Kansas reserves the right to select the best bid, waive formalities, and reject any and all bids.

For additional information on bid specifications, contact Mike Clark, Director of Transportation at 785-738-3633.

For additional information on results of the bid opening, contact the Office of the City Clerk. 785-738-3551.

MUST USE THIS FORM FOR BID

Bid Form

Bidder shall complete bid form, indicate with a check mark items being bid exactly as specified or a description to indicate any deviation from the specifications.

Minimum Specifications:

Minimum 45 H.P. EFI. Gas engine	48hp
Minimum 15 cubic foot cargo box Cap.	15.2
Minimum 1000 Lb. box capacity	Y
Minimum 1 year warranty	Y
Power steering	Y
Power lift cargo box	Y
Full cab with heater	Y
Windshield wiper Kit	Y
Bench seat	60/40 Bench
On-Demand 4WD	Y
Independent Front and Rear Suspension	Y
4500 Lb. Winch W/HD front Suspension	4000lbs
72" front blade W/Mount.	Y
Front and Rear Disc brakes	Y
Turn signal Kit	N This would be Aftermarket Kit Not factory Kit

I propose to supply the City of Beloit, Kansas with a UTV. meeting the above specifications for a total purchase price of \$ 20,000 this is FOB, Beloit, Kansas.

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (name of company):

Radke Implement

Authorized signature:

Martin Radke

Telephone number:

620-935-4310

Date:

2-8-2020

The City of Beloit, KS, reserves the right to select the lowest/best bid, waive formalities, reject any/all bids.

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: Olsson Engineering Agreement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the attached engineering agreement with Olsson for the Moritz Memorial Airport grading and apron rehab project.

BACKGROUND:

FINANCIAL IMPACT:

FAA is funding 90% of this project the remaining 10% will be funded from the CIP Fund professional services 30-00-3000. The cities projected contribution to the project is roughly \$36,000.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager



U.S. Department of
Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

February 13, 2020

Ms. Mandy Lomax
City Clerk
Moritz Memorial Airport
119 N Hersey
PO Box 567
Beloit, KS 67420

Re: Moritz Memorial Airport (K61); Beloit, KS
Potential AIP No. 3-20-0008-013

Subject: Initiation of Work for Proposed FY 2020 Project

Dear Ms. Lomax:

Proposed Project

The FAA is considering the following project(s) as part of the FY 2020 Airport Improvement Program (AIP):

1. Rehabilitate Apron/ 2. Construct/Modify/Improve/Rehabilitate Hangar/ 3. Improve Airport Drainage/Erosion Control	\$324,000.00
<i>Proposed Project Description</i>	<i>Federal Share Requested</i>

The project(s) scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

Contact me if you no longer plan to accomplish this work this year, the scope has changed, or the cost estimate has changed significantly.

Purpose and Limitations of Letter

This is not a guarantee of funding, nor is the value of the project considered a final determination by the FAA. The Congressional notification of funding, if issued, will serve as your official announcement that funding is available for your location. All work activities performed prior to Congressional release of funds are at the sponsor's initiative.

FAA Environmental Determination

The FAA determined the proposed project is environmentally CATEX per paragraph(s) 5-6.4e, 5-6.4f of FAA Order 1050.1F as it relates to the National Environmental Policy

Act (NEPA). No further environmental documentation for this project is needed. Please refer to the environmental conditions to be included in the project design and/or construction as appropriate.

What you need to do now

To compete for funding this fiscal year, you should complete the following actions:

- Evaluate your progress in meeting your 3-year DBE Program goal. If you have any questions regarding your DBE Program, contact Ms. Ofelia Medina at (424) 405-7205 or ofelia.medina@faa.gov.
- Initiate actions that require long lead times.

Proposed Schedule of Sponsor Actions

Please complete the following actions no later than the date proposed. Contact me if you cannot meet these deadlines.

Submit Engineering Agreement by **2/19/2020**
Submit 90% Engineer's Report, Plans, Specifications, and Draft CSPP by **3/20/2020**
Open Bids by **5/5/2020**
Submit Grant Application..... **5/13/2020**

Detailed Guidance

Detailed guidance regarding each of the above steps can be found in the AIP Sponsor Guide located at http://www.faa.gov/airports/central/aip/sponsor_guide/.

Questions

If you have any questions, please contact me at (816) 329-2627 or todd.rastorfer@faa.gov.

Sincerely,



Todd Rastorfer, P.E.
State Airport Engineer - Kansas

Standard Environmental Conditions for Categorically Excluded (CATEX) Projects

STANDARD

- Incorporate into the project design specifications, Best Management Practices (BMPs) as recommended in FAA Advisory Circular 150/5370-10, *Standards for Specifying Construction of Airports, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control*.
- Follow State requirements on fugitive dust, visible emissions, and open burning. Use BMPs to mitigate any potential construction impacts to air quality. Take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts or other particulate matter during construction or demolition activities from leaving the property where it originated.
- Obtain construction and/or operating permits for portable equipment and processing plants.
- Before construction, verify that no new species were added to the Threatened and Endangered Species list. If species were added, re-coordinate with USFWS and the appropriate State agency.
- If listed species are found during construction, contact the FAA and the appropriate State agency. Additional studies and/or mitigation may be required.
- Comply with applicable state and federal laws and regulations on the handling of fuel associated with the construction of airfield improvements, as well as the storage and dispensing of aviation fuel associated with airport operations, which requires special treatment.
- If construction work uncovers buried archeological materials/remains, immediately stop construction and notify the FAA and the State Historic Preservation Office (SHPO). An evaluation of the materials/remains may be made along with recommendations for further action.
- Employ BMPs to restrict children from the construction/demolition site, which may include the posting of signs around the construction site, prohibiting access, fencing, warnings posted around areas of open excavation, and site policing.
- Implement and maintain standard erosion control BMPs, such as silt fencing, hay/straw-bale-ditch checks, erosion-control blankets, storm drain inlet protection and temporary weed-free seeding/mulching to protect water quality during construction. Use native grasses and forbs to permanently revegetate all areas disturbed by construction unless they would constitute a wildlife attractant that would be hazardous to aircraft operations.
- For any construction activity that bares the soil of an area greater than or equal to 1-acre including clearing, grading, or excavation, you must apply for a National Pollutant Discharge Elimination System (NPDES) General Stormwater Discharge Permit for construction from the appropriate State agency.

TREE CLEARING AND TRIMMING

- Seasonal restriction on tree cutting when Migratory Birds, Indiana Bats, and Northern Long-Eared Bats are roosting or nesting. Cut and remove trees between November 1st and March 31st. If tree removal plans are modified or tree cutting cannot be completed during these dates, conduct a survey per USFWS and contact the USFWS for further consultation.
- To minimize rutting and other ground disturbance, conduct tree clearing and trimming activities while the ground is dry or frozen. Cut and remove trees to the ground. Do not grub or remove the root ball. Grind or chemically treat stumps to prevent regrowth.

STRUCTURAL DEMOLITION OR RENOVATION

- Avoid clearing of migratory bird nesting habitat during the nesting season from April 1 to July 15. If structural demolition takes place during this period, conduct a field survey of the affected habitats and structures to determine the presence of active nests. Contact the USFWS for

further guidance if a field survey identifies the existence of one or more active bird nests that cannot be avoided temporally or spatially by the project.

- Conduct any renovation or demolition activities undertaken as part of this project in accordance with state and federal asbestos regulations. Perform an inspection of structures using a trained and accredited asbestos inspector to determine if asbestos-containing materials are present prior to demolition or renovation. Provide written notice to the appropriate State agency prior to beginning of the project. Do not begin activities until the State grants approval.

DETENTION BASINS

- To prevent attracting hazardous wildlife, build detention basins to allow a maximum 48-hour detention period for the design storm and remain totally dry between rainfalls. Where constant flow of water is anticipated or where any portion of the basin bottom may remain wet, include a concrete or paved pad and/or ditch/swale in the bottom to prevent vegetation that may provide nesting habitat. To facilitate the control of hazardous wildlife, use steep-sided, rip-rap lined, narrow, linearly-shaped basins. Eliminate all vegetation in or around the basin that provide food or cover for wildlife. See FAA Advisory Circular (AC) 150/5200-33 for more details.

WETLANDS OR STREAMBANKS

- A Nationwide Permit, Section 404 of the Clean Water Act, may be required before work can begin. Complete a wetland delineation of the project area and submit to the U.S. Army Corps of Engineers (USACE).



CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-20-0008-013
Olsson Project No. 020-0312

MORITZ MEMORIAL AIRPORT BELOIT, KANSAS

PROJECT DESCRIPTION (the "Project")

- Safety Area Grading off Runway 17 End and shoulder grading along Runway 17/35
- Original Apron Pavement Rehabilitation including joint resealing & pavement marking
- Reconstruction of Taxilane / Hangar Approach south of Limestone Hangar

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of Beloit, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Chris Corr, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars for taxilane and hangar approach layout. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA to ensure acceptance.
- d. Complete geotechnical investigation of existing pavement and soils for the Reconstruction of Taxilane / Hangar Approach to the Limestone Hangar. Olsson will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations. In accordance with AC 150/5320-6F, Table 2-1, subsurface boring spacing and depth will be Apron Reconstruction Area – 3 Borings at 10' below finished grade. See Exhibit A1 for a list of the anticipated tests and services.
- e. Conduct field assessment of the existing site and pavement conditions for the Reconstruction of Taxilane / hangar approach reconstruction area. ("Field Assessment"). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.
 - (1) Conduct field survey along Runway 17/35 and determine shoulder grading limits.
 - (2) Conduct field survey of Taxilane / Hangar Approach, Original Apron Pavement Rehabilitation area (existing cracks, joints, and panel replacement), and other existing features as needed.
- g. Coordinate with local utility companies in the vicinity of the project site grading limits and determine their requirements.
- h. Pavement Replacement Panels (within the original apron rehabilitation area) will be replaced with the existing pavement section. No additional pavement design will be performed as part of this project. Olsson will research existing pavement sections from FAA & Sponsor Records.

- i. Pavement Design for Reconstruction of Taxilane / Hangar Approach:
 - (1) Research pavement history
 - (2) Aircraft that utilize the hangar and taxilane are 12,500 or less
 - (3) Develop 1 pavement design (Concrete)
 - (4) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (5) No life cycle cost analyses to be completed
- j. Develop final layouts for taxilane / hangar approach configuration.
- k. Develop longitudinal profiles for taxilane.
- l. Complete grading plan for Runway 17 End Safety Area.
- m. Complete grading plan for shoulder area grading along Runway 17/35.
- n. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- o. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications and design report.
- p. Prepare Disadvantaged Business Enterprise (DBE) program goals
- q. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
 - (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 960 – Operation Safety on Airports
- r. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- s. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.
- t. Submit plans, specifications, contract documents and engineer's design report to the Sponsor (1 printed copy), and FAA (1 electronic copy), for review within 90 days of the date that the Sponsor executed this Agreement. In addition, an electronic copy will be provided to the sponsor and FAA.
- u. Prepare all Sponsor Certifications for Sponsor's signature.
- v. Conduct a plan-in-hand review meeting on-site with the Sponsor.

- w. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment. Provide 1 copy and electronic copy of each to the sponsor and FAA.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date
 - 2. Summarized bid table
 - 3. Evaluation of unit price extensions and total base bid, including an error check
 - 4. Addendums and acknowledgements
 - 5. Additional insured cost, if any
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 - 7. Buy American compliance
 - 8. Confirmation of bidder's signature on proposal form

9. Bid guarantee
 10. Pre-qualification requirements
 11. Pre-bid meeting (if any)
 12. Review of qualifications
 13. Debarment list verification
 14. Recommendation to award
- i. Conduct one teleconference to present bids to the Sponsor.
 - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - k. Prepare AIP Project Application forms
 - l. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor. **Provide an electronic copy of the construct contract to the FAA and Sponsor.**

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4 – 6: CONSTRUCTION PHASE, CLOSE OUT, AND SPECIAL SERVICES

These additional services may be added by amendment at a later date.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$46,000 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$7,300 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;

2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501

Executed by Olsson on this _____ day of _____, 2020.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF BELOIT
119 N. Hersey
Beloit, KS, 67420

ATTEST _____

Title

Executed by the Sponsor on this _____ day of _____, 2020.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Up	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Aircraft (Personal)	\$118/hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or Per Diem
Meals	Actual Cost or Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT A

**DESIGN PHASE
Moritz Memorial Airport 3-20-0008-013**

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	4.0	\$77.15	\$308.60
Sr. Project Engineer	8.0	\$61.60	\$492.80
Project Engineer	70.0	\$54.25	\$3,797.50
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Assistant Engineer	96.0	\$37.60	\$3,609.60
Registered Surveyor	20.0	\$49.95	\$999.00
Sr. Technician	6.0	\$30.35	\$182.10
Assoc. Technician	16.0	\$29.20	\$467.20
Asst. Technician	16.0	\$27.00	\$432.00
Sr. Clerical	54.0	\$28.75	<u>\$1,552.50</u>

Total Direct Salary Costs: \$11,841.30

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 184.12% \$21,802.20

3. Fixed Fee: 15% of Items 1 & 2

\$5,046.53

4. Direct Nonsalary Expenses

Travel	\$640.00
Meals & Motel	\$630.00
Copies & Prints	\$1,090.00
Supplies, Phone, Misc.	\$380.00
Geotechnical Drilling & Testing	Exhibit A1 <u>\$4,596.00</u>

Total Expenses: \$7,336.00

5. Subtotal of Items 1 - 4

\$46,026.03

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 5 & 6

\$46,026.03

Rounded: \$46,000.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT A1

**ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
Moritz Memorial Airport 3-20-0008-013**

LABORATORY / DRILLING:

Olsson, Inc.
601 P Street
Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$1,660.00	\$1,660.00
Drilling Cost (per lf)	30	\$18.00	\$540.00
Samples	12	\$18.00	\$216.00
Cores	0	\$65.00	\$0.00
Bore Hole & Core Hole Repairs	2	\$45.00	\$90.00
Per Diem	1	\$300.00	\$300.00
	SUBTOTAL		\$2,806.00

A total of 3 soil test borings will be performed to a depth of 10'. 3 CBR points are included in this scope of work for pavement design

LABORATORY TEST

Unconfined Compression Test	5		
TWT Density/Moisture	3		
Atterbergs	3		
Wash 200 Sieve	0		
Mechanical Analysis	0		
Standard Proctors	2		
Modified Proctors	0		
Crumb Test	0		
Consolidation Test	0		
Swell/Collapse Test	0		
Permeability Tests	0		
CBR (1 point)	3		
Hydrometer	0		
Lab Techician (per hour average)	24.5	\$70.00	\$1,715.00
Soil Corrosivity (Subconsultant)	1	\$75.00	\$75.00
	SUBTOTAL		\$1,790.00
	TOTAL		\$4,596.00

EXHIBIT B

**BIDDING PHASE
Moritz Memorial Airport 3-20-0008-013**

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	0.0	\$77.15	\$0.00
Sr. Project Engineer	0.0	\$61.60	\$0.00
Project Engineer	24.0	\$54.25	\$1,302.00
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Assistant Engineer	5.0	\$37.60	\$188.00
Registered Surveyor	0.0	\$49.95	\$0.00
Sr. Technician	0.0	\$30.35	\$0.00
Assoc. Technician	2.0	\$29.20	\$58.40
Asst. Technician	0.0	\$27.00	\$0.00
Sr. Clerical	16.0	\$28.75	\$460.00

Total Direct Salary Costs: \$2,008.40

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 184.12% \$3,697.87

3. Fixed Fee: 15% of Item 1 & 2

\$855.94

4. Direct Nonsalary Expenses

Travel	\$85.00
Meals & Motel	\$50.00
Copies & Prints	\$586.40
Supplies, Phone, Misc.	\$60.00

Total Expenses: \$781.40

5. Subtotal of Items 1 - 4

\$7,343.61

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 5 & 6

\$7,343.61

Rounded: \$7,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated DATE between City of Beloit, Beloit, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

July 3, 2019

Mr. Mike Hodge
Olsson Associates
601 P Street
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike:

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2018 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2018. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 184.12%

Total fringe benefits	34,447,042
Total general and administrative expenses	48,456,372
Computer expenses (as described in Note 5) of the Schedules)	<u>7,831,643</u>
	90,735,057
Less computer expenses already included in general and administrative expenses	<u>(711,914)</u>
	90,023,143
Divided by direct labor	48,893,588
	\$ 1.8412

In summary, for every \$1.00 of direct labor paid, there is \$1.84 in overhead expenses attributable to that labor.

Sincerely,



Stephanie L. Christolear
Director
SLC/RFT/amw

REQUEST FOR COUNCIL ACTION

DATE: 2/18/2020

TITLE: Image Quest Copier Lease

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the Council approve the proposed 60 month lease with Image Quest for a Xerox AltaLink C8055 in the amount of \$401.23 per month.

BACKGROUND:

The City of Beloit previously entered into a 60 month lease agreement with Ricoh for our current machine in July of 2015. This has cost us on average \$476 per month (last 12 months were \$459.30). These prices pay for the machine and also provide a certain amount of prints per month (provides all toner cartridges). The new lease is for a comparable machine and provides for the actual number of copies that we are actually producing. Image Quest will have better service than what we currently have, provide a new machine at a lower cost, and will buyout and return our current machine.

FINANCIAL IMPACT:

The financial impact will be reduced with this change.

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

CURRENT SITUATION

Current Equipment	Ricoh MPC 5503, staple finisher, 2/3 HP & Fax
Current Costs	Total Monthly Equipment Lease Cost: \$310.88 AMV b/w 3,925 @ \$0.008 = \$31.40 AMV Color 2,438.00 @ \$0.048 = \$117.02 Total Average Monthly Service Cost: \$310.88 ^{148⁴²}
Total Average Monthly Cost	\$459.30

476.5

PROPOSED SOLUTION

Proposed Equipment	Xerox AltaLink C8055 with Fax, Staple, Hole punch, envelope feeder, apple air print
Included Service	3,925 b/w & 2,438 color per month Overages billed quarterly at \$0.006 b/w \$0.039 color per page
60 Month Lease	\$401.23 per month (\$58.07 Monthly Saving)

iQ Total Care Service

Includes all toner, parts, labor and maintenance of equipment.

Xerox AltaLink C8055 with Fax and Staple/hole punch Finisher

- 50/55ppm color multi-function unit.
- Print Quality up to 1200 x 2400 dpi.
- 130 Sheet – Single Pass Duplex Automatic Document Feeder (139 images/minute Scan Speed).
- 2-520 Sheet Trays (adjustable up to 11x17) & High Capacity Tandem Tray (2,000 Sheets).
- 100 – Sheet Bypass Tray.
- Envelope Tray – Up to 60 #10 envelopes.
- Fax – Walk-up Fax, Fax from Desktop, Fax Forward to E-mail.
- Office Finisher - 2,000 Sheet Stacker, multi-position staple up to 50 sheets and 2/3 hole punch.
- Mobile Connectivity – Apple AirPrint, Google Cloud Print, Mopria etc.
- Xerox App Gallery – Many Apps and Cloud Services available for free.
- Common Criteria Certification, Encrypted Secure Print/Password Protected PDF Scanning.
- Customizable 10.1" Color Touch Screen User Interface.

COUNCIL MEMO

DATE: 2/18/2020

SUBJECT: CIP Memo

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

I will provide and briefly review the updated CIP for 2020 based on comments from council and staff.

Respectfully submitted,
Jason Rabe
City Manager

COUNCIL MEMO

DATE: 2/18/2020

SUBJECT: Crosswalk Memo

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

Over the last year or two, the council has discussed ways to improve crosswalk safety at the various school crosswalks. Dave Elam, with the BPD, has done some initial research into modern systems that will provide safer awareness and systems for these crosswalks. The crosswalks will only get busier as the SRTS program is fully implemented. We will review solutions, their costs, and a systematic approach to upgrading our existing crosswalks.

Respectfully submitted,
Jason Rabe
City Manager



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote **Quote # 020420- 87**

PRICING IS A PROMOTIONAL DISCOUNT FOR AN RRFB SYSTEM BUNDLE WITH 2 STATIC SIGNS, 2 DOWN ARROWS, 2 PUSH BUTTONS 2 WIRELESS CONTROLLERS AND 2 SOLAR PANELS POLES NOT INCLUDED

Submitted to:

Chief Dave Elam
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchlef@beloiks.org
 Phone 785-738-2203

alt crosswalks

Reference: RRFB Bundle

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
2/4/2020	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP less Sales Discount on Select Items	
Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-WRRFB-F	Solar Powered Wireless Rectangular Rapid Flashing Beacon System	\$ 6,200.00
2	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 400.00
3	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (1,240.00)
4	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (310.00)

Total Including Shipping & Handling **\$ 5,050.00**

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 50% Due Upon Order 50% Due Upon Completed Order Ready To Ship. 50/50 terms are our best pricing and represent approx 5% discount off our standard prices.
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz
 Sher Paz
 Authorized Sales Agent
 sher@lightguardsystems.com

Date: February 4, 2020

(Quote tool version 2v127)



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote **Quote # 020420- 3**

Submitted to:

Chief Dave Elam
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchief@beloiks.org
 Phone 785-738-2203

*alt 2
crosswalk*

PRICING IS A PROMOTIONAL DISCOUNT FOR A SIGN SYSTEM BUNDLE WITH 2 LED SIGNS, 2 DOWN ARROWS, 2 PUSH BUTTONS 2 WIRELESS CONTROLLERS AND 2 SOLAR PANELS POLES NOT INCLUDED

Reference: Crosswalk

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
2/4/2020	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP less Sales Discount on Select Items	
Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-W-SIGN	Solar Powered Wireless Flashing LED Sign System	\$ 8,300.00
2	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 640.00
3	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (1,660.00)
4	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (415.00)

Total Including Shipping & Handling **\$ 6,865.00**

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
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- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz
 Sher Paz
 Authorized Sales Agent
 sher@lightguardsystems.com

Date: February 4, 2020

(Quote tool version 2v127)



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote	Quote #	020420- 3
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Submitted to:

Chief Dave Elam
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchief@beloiks.org
 Phone 785-738-2203

PRICING IS A PROMOTIONAL DISCOUNT FOR A SIGN SYSTEM BUNDLE WITH 2 LED SIGNS, 2 DOWN ARROWS, 2 PUSH BUTTONS 2 WIRELESS CONTROLLERS AND 2 SOLAR PANELS POLES NOT INCLUDED

Reference: Crosswalk

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
2/4/2020	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP less Sales Discount on Select Items	
Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-W-SIGN	Solar Powered Wireless Flashing LED Sign System	\$ 8,300.00
2	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 640.00
3	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (1,660.00)
4	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (415.00)

Total Including Shipping & Handling \$ 6,865.00

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
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Sher Paz
 Sher Paz
 Authorized Sales Agent
 sher@lightguardsystems.com

Date: February 4, 2020

(Quote tool version 2v127)



2292 Airport Blvd.
 Santa Rosa, CA 95403
 Phone (707) 542-4547
 Fax (707) 525-6333

Quote	Quote #	020420- 26
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Submitted to:

Chief Dave Elam
 Beloit Police Department
 1716 N. Hersey Ave.
 Beloit Police Department, KS, 67420
 USA
 bpdchief@beloiks.org
 Phone 785-738-2203

PRICING IS FOR A 4 LANE CROSSWALK WITH 14 IRWL AND SNOW PLOW BASE PLATES AN A/C CONTROLLER WITH A SOLAR ALTERNATE OPTION, LED SIGNS AND PUSH BUTTON ACTIVATION

Reference: 4 Lane Crosswalk

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
2/4/2020	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP less Sales Discount on Select Items	
Item	QTY	Model Number	Description	MSRP Total
1	1	LGS-PCU-AC	Std A/C PCU w/Programmable Interface, Batt. Backup, Backpan & Cabinet	\$ 3,975.00
2	14	LGS-M10/CHS-14	Amber LED IRWL Light Fixture w/ Snow Plow Resistant 14"Base Plate	\$ 11,550.00
3	1	LGS-PBA-PAIR	ADA 2" Push Button Assembly w/LED Placard - Pair (L & R)	\$ 825.00
4	4	LGS-W11-2 B 30 FYG	Ped Sign w/o Crosswalk Lines & LED Enhanced Border	\$ 3,500.00
5	2	W-16-7pL Arrow Sign	MUTCD Arrow Sign (12"x24" LEFT Facing)	\$ 220.00
6	2	W-16-7pR Arrow Sign	MUTCD Arrow Sign (12"x24" RIGHT Facing)	\$ 220.00
7	10	TWO PART EPOXY KIT	LGS APPROVED HIGH STRENGTH TWO PART EPOXY FOR IRWL BASE PLATES	NO DISCOUNT \$ 1,950.00
8	1	LGS-W-SIGN	Solar Powered Wireless Flashing LED Sign System	\$ 8,300.00
9	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	NO DISCOUNT \$ 1,800.00
10	1	LGS Sales Discount	Discretionary Sales Discount on Select Items = 20%	\$ (6,105.00)
11	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (1,525.00)
Total Including Shipping & Handling				\$ <u>24,710.00</u>
Alternate Items				
1A	1	LGS-SOLAR SYSTEM	Solar Powered PCU w/Programmable Interface, Batteries, Cabinet & Panel	\$ 6,648.00
Alternate Total Including Shipping & Handling				\$ 27,375.00

Notes:

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- This offer excludes the following, but is not limited to: Installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 10 to 12 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 50% Due Upon Order 50% Due Upon Completed Order Ready To Ship. 50/50 terms are our best pricing and represent approx 5% discount off our standard prices.
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz
 Sher Paz
 Authorized Sales Agent
 sher@lightguardsystems.com

Date: February 4, 2020

(Quote tool version 2v127)

TAPCO

Safe travels:

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

8th St.

SALES QUOTE

Customer Copy

Number	Q20002089
Date	2/12/2020
Page	1

Sell To Cust. C88498	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA	Ship To Cust.	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
	3/4/2020	Alex Horaitis	Net 30 DAYS	PREPAID	BEST RATE

Item	Description	Quantity	UM	Price	Extension
	*** RRFB IRWL Crosswalk ***				
142467L	IRWL, 6 Lights, 7' of spacing, UniDirectional, Amber, 150' Lead, Left	1	EA	2,175.00	\$2,175.00
2180-CUSTOM	IRWL, 6 Lights, 7' of spacing, UniDirectional, Amber, 150' Lead, Right	1	EA	2,175.00	\$2,175.00
141111	Epoxy, for IRWL Studs Gray	20	GAL	65.00	\$1,300.00
142133	Backer Rod, 3/4", Closed Cell Polyethylene 100' Roll	2	RL	45.00	\$90.00
141397	Installation Accessory, IRWL, Wing, SR-SFT4, 7" Hole	2	EA	1.95	\$3.90
138089	RRFB, Dimmable, Assembly with Universal Mounting Kit	4	EA	475.00	\$1,900.00
136760	Wire Harness, Dimmable RRFB, 10' of Cable	4	Each		
136761	RRFB - Amber Light Bar, Dimmable -	4	Each		
138079	Bracket Mounting Kit, RRFB, Universal,	4	Each		
140153	Worm Gear Clamp Kit, 2 #40 and 2 #152 clamps	4	Each		
138148	Wire Harness, Dimmable RRFB, 100' of Cable w/ Female Connector	2	EA	1,242.50	\$2,485.00
101620	Push Button Bulldog Add-On Option Kit Yellow, With LED	2	KT	190.00	\$380.00
100043	Wire 2C 18awg 16TC 2464 1000' Spool 300V CM Brn/Blu	100	FT		
500370	Controller, 12V, Prostar, Dual Legacy, 139527, Hollow, Relay-Driven IRWL, 2 String Output	1	EA	3,800.00	\$3,800.00
2180-BRKT-MAG-U	Cabinet Bracket Set, U-Bolt, 3/8" PEM Mount, for use with 139527 enclosures	1	EA	161.50	\$161.50
2772-00022	130W/12V Solar Panel Package, Side of Pole Mount	1	EA	1,187.50	\$1,187.50
3562-00001	Battery, DEKA Solar 12V 99Ah VRLA 8G27-DEKA	2	EA	470.25	\$940.50

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$20,856.30	\$0.00	\$0.00	\$20,856.30

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

TAPCO

Safe travels:

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q20002089
Date	2/12/2020
Page	2

Sell To Cust. C88498	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA	Ship To Cust.	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
	3/4/2020	Alex Horaitis	Net 30 DAYS	PREPAID	BEST RATE

Item	Description	Quantity	UM	Price	Extension
101920	Pole Package, 15', 4.5" OD, 42" J-Bolts includes: Pole, Base, J-Bolts	2	EA	760.00	\$1,520.00
373-15	Standard Aluminum Pole, 15' Schedule 40	2	Each		
203-00014	Base, Aluminum Square Pedestal, No Paint	2	Each		
3177-00042	J-Bolt, 1"x 42"+4" ATSM F1554 GR-105 92k	8	Each		
030-00006	Washer Flat 1-1/16" ID x 2.5 OD "x.125" Galvanized	8	Each		
203-00010	Cap, 4.5" OD Pole, Raw, 4C Signal with(3) 1/4x3/4-20 stainless steel hex head Bolts	2	EA	18.95	\$37.90
RS10114	TAPCO On Site to Oversee Install	1	HOUR	2,700.00	\$2,700.00

TAPCO US Communities Contract # 2013-100

Free freight with purchase

Thank you - Alex Horaitis
 #262-814-7321
 Email - Alex.Horaitis@tapconet.com

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$20,856.30	\$0.00	\$0.00	\$20,856.30

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

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Speed Limit Sign

SALES QUOTE

Customer Copy

Number	Q20002090
Date	2/3/2020
Page	1

Sell To Cust C88498	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA			Ship To Cust.	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA	
	Customer PO #	Expires	Slsp		Terms	Freight
	3/4/2020	Alex Horaitis	Net 30 DAYS	PREPAY/ADD	BEST RATE	

Item	Description	Quantity	UM	Price	Extension
300804	W3-5,36"x36"x.080 DG3,Speed Limit 45 Ahead (Symbol) Fed Spec	1	EA	181.02	\$181.02
141792	EV 12"Radar Feedback Sign,FULL MATRIX,50W Solar Panel,White HIP Face,23"x29",1 Year Cloud Service	1	EA	3,605.25	\$3,605.25
1485-00075	Universal Mounting 2-Part Full Set,MountingBracket ,LockingPlate&Key,Pole-Mount Plate,Hrdw Not Incl	1	EA	166.25	\$166.25
376-00004	Pole Package, 12', 2-3/8" OD, V-Loc Soil Anchor Includes: Pole, Cap & V-Loc	1	EA	99.95	\$99.95
372-00001	Pole,Round,2-3/8" ODx12'x.095 Wall Galvanized	1	Each		
101832-10	V-Loc,Socket 23-VR3B	1	Each		
084-00004	V-Loc,Wedge, SW-1, for use with V-Loc Post Anchors	1	Each		
109-00027	Domed Pole Cap for Round Posts	1	Each		
037-00005	Sign Mounting Kit, 2-3/8" OD, Incl Two Z-Brackets, Hardware, Mounts One Sign	1	EA	6.60	\$6.60
TAPCO OMNIA Partners Contract # 2013-100					

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$4,059.07	\$0.00	\$0.00	\$4,059.07

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

TAPCO

Safe travels:

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Road
 Brown Deer, Wisconsin 53223
 Phone (800) 236-0112 • TAPConet.com • Fax (800) 444-0331

SALES QUOTE

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Date	2/3/2020
Page	2

Sell To Cust C88498	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA			Ship To Cust	Beloit Police Department Chief Dave Elam 1716 N Hersey BELOIT, KS 67420 USA		
	Customer PO #	Expires	Slsp		Terms	Freight	Ship Via
	3/4/2020	Alex Horaitis	Net 30 DAYS	PREPAY/ADD	BEST RATE		

Item	Description	Quantity	UM	Price	Extension
	Free freight with purchase				

Thank you - Alex Horaitis
 #262-814-7321
 Email - Alex.Horaitis@tapconet.com

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$4,059.07	\$0.00	\$0.00	\$4,059.07

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

PEDESTRIAN CROSSWALK SOLUTIONS

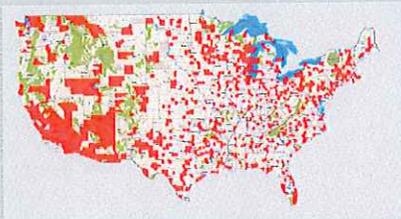




As an industry-leading innovator, TAPCO manufactures, services and distributes a wide portfolio of traffic and parking safety solutions designed to increase safe travels for all. Since 1956, we have set the standard for delivering reliable, cutting-edge traffic safety enhancements. From our world-renowned line of LED-enhanced BlinkerSign® solutions to our pedestrian crossing products and early detection warning systems, safety is at the heart of all TAPCO innovations.

Generations of Expertise

Working alongside traffic professionals for more than 60 years gives our team an exclusive perspective on the past, present and future needs of the traffic and parking safety industry.



A Nationwide Reach

With successful solution installations throughout all 50 states, we understand the safety concerns communities face across the nation.

Innovative, Smart City Technology

Our mission is to continue to lead the industry with an innovative, customer-focused approach that evolves with the technological demands of our customers.



Award-Winning Mindset

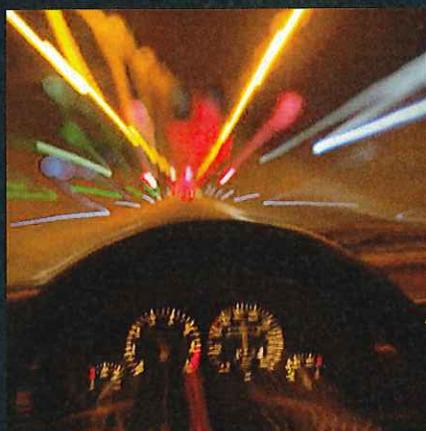
As a family-owned company, we take pride in establishing and maintaining our innovative culture.



Pedestrian Safety: A Troubling Trend

Nearly 70,000 pedestrians were injured and 6,000 killed on U.S. streets in 2017, according to the Governors Highway Safety Association (GHSA) — the highest number of fatalities in the past 25 years. As these tragic incidents continue to plague our roadways, traffic professionals are challenged to alleviate these common pedestrian-vehicle crash factors:

Common Pedestrian-Vehicle Crash Factors



Impaired Driving

The leading cause of death on U.S. roadways, drunk driving claims an average of 29 lives per day. Alcohol-impaired drivers and pedestrians accounted for about half of the fatal pedestrian-vehicle collisions in 2017.



Nighttime Crossings

Over the past 10 years, nighttime crashes accounted for more than 90 percent of the total increase in pedestrian deaths with most taking place on local roads away from intersections.



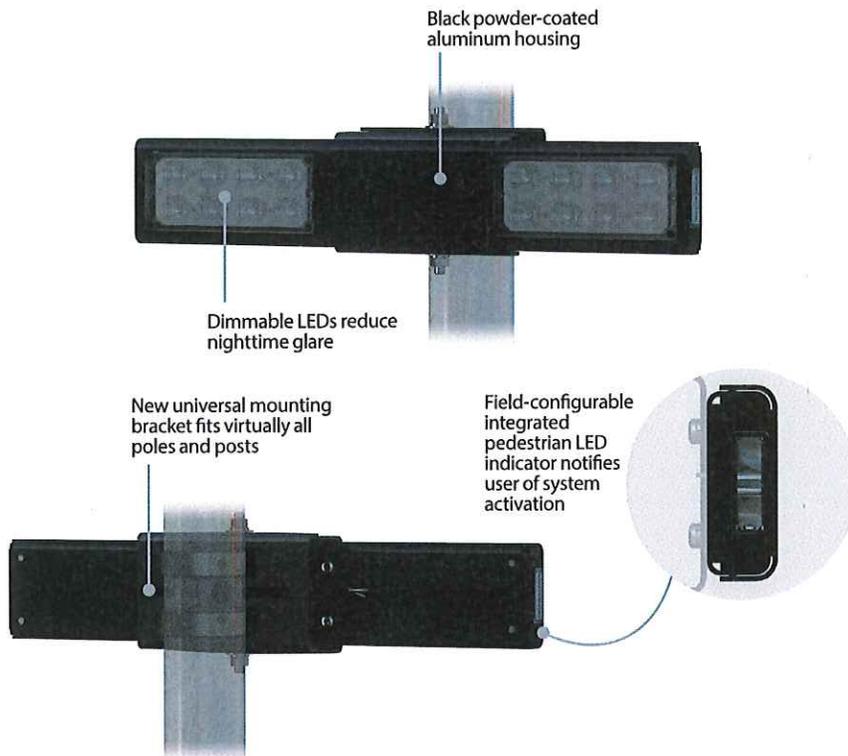
Distracted Road Users

Responsible for 3,166 traffic fatalities on United States roadways in 2017, distracted driving creates enormous potential for pedestrian-vehicle collisions — especially with teenage drivers.

LED-ENHANCED WARNING ALERTS

RRFB: RECTANGULAR RAPID FLASHING BEACONS

A step above the industry standard, TAPCO RRFB light bars are extra-large rectangular rapid flashing beacons, making them highly visible to drivers approaching pedestrian crosswalks.



FHWA-COMPLIANT (IA-21)

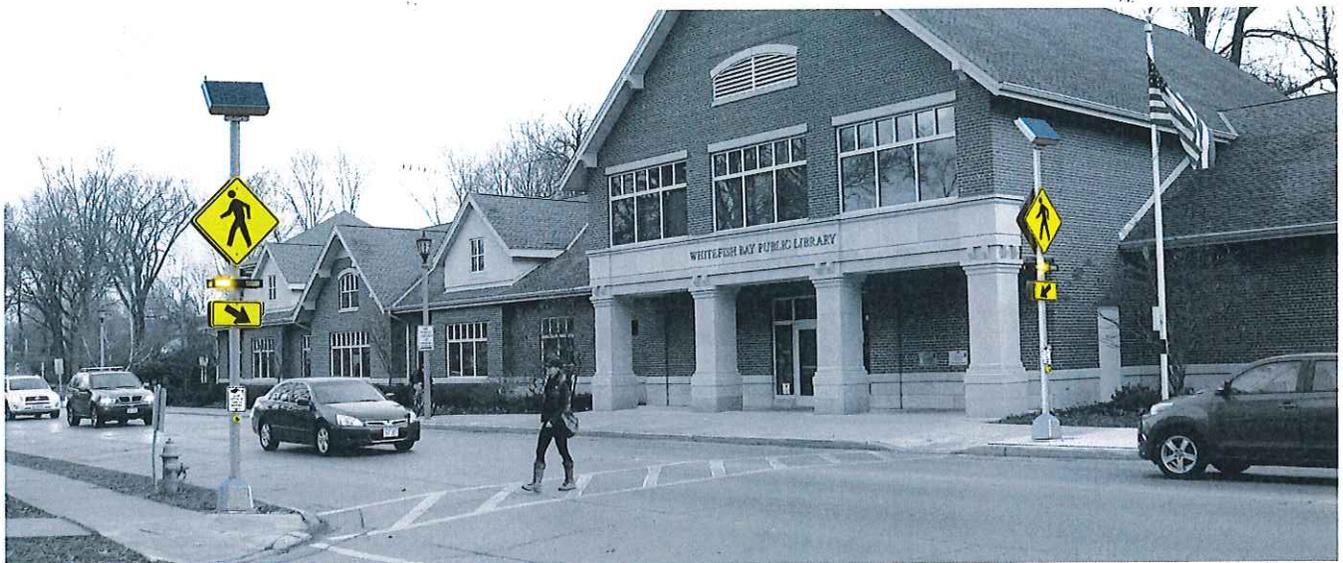
- Utilizes the WW+S flash pattern and meets SAE J595 Class 1 brightness and 7 inch indicator light spacing as outlined in Interim Approval 21.

VARIABLE DIMMING

- LEDs automatically dim based upon ambient light – maintaining optimal LED output and extending battery life.

PROVEN RESULTS

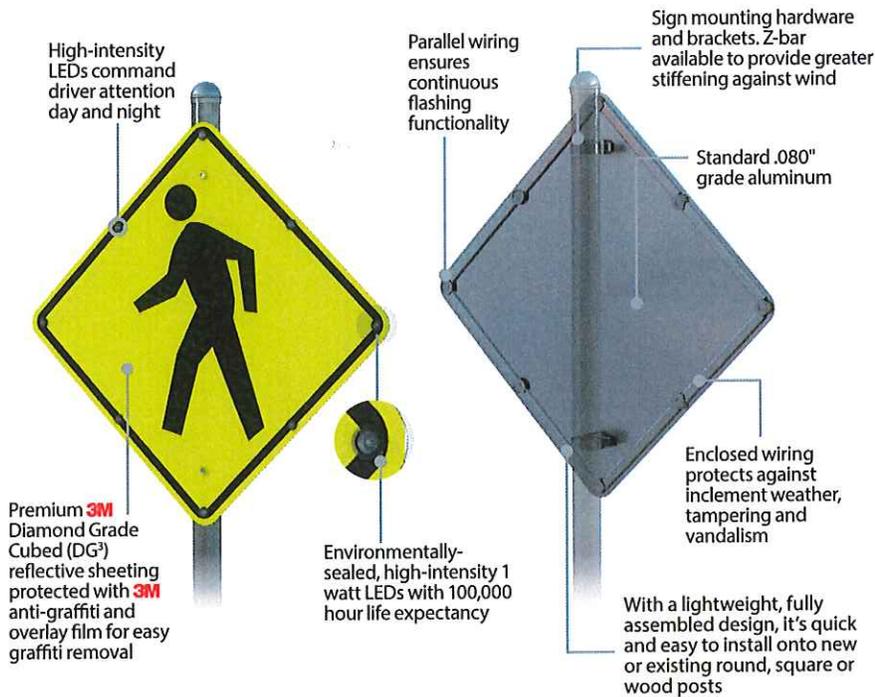
- Increases driver yield rates by as much as 90%*



LED-ENHANCED WARNING ALERTS

BLINKERSIGN® FLASHING LED SIGNS

BlinkerSign® Flashing LED signs are edge-lit signs engineered to capture drivers' attention and increase yield rates to pedestrians at crosswalks while utilizing various amounts of amber LEDs dependent upon sign face.



MUTCD-COMPLIANT

- Each BlinkerSign® is MUTCD-compliant and flashes in accordance with MUTCD section 2A.07.

HIGH QUALITY, MADE IN THE USA

- Manufactured in Brown Deer, Wisconsin, each BlinkerSign® is engineered to withstand the harshest environmental conditions.

VARIABLE DIMMING

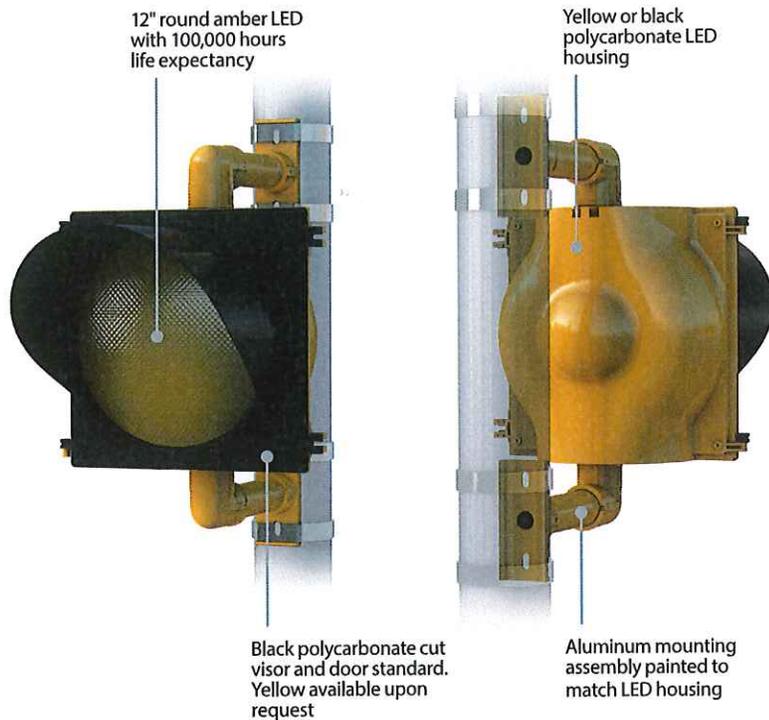
- LEDs automatically dim based upon ambient light – maintaining optimal LED output and extending battery life.



LED-ENHANCED WARNING ALERTS

BLINKERBEACON™ FLASHING LED BEACONS

BlinkerBeacon™ Flashing LED Beacons provide drivers real-time warning when pedestrians are in or about to enter an approaching crosswalk.



MUTCD-COMPLIANT

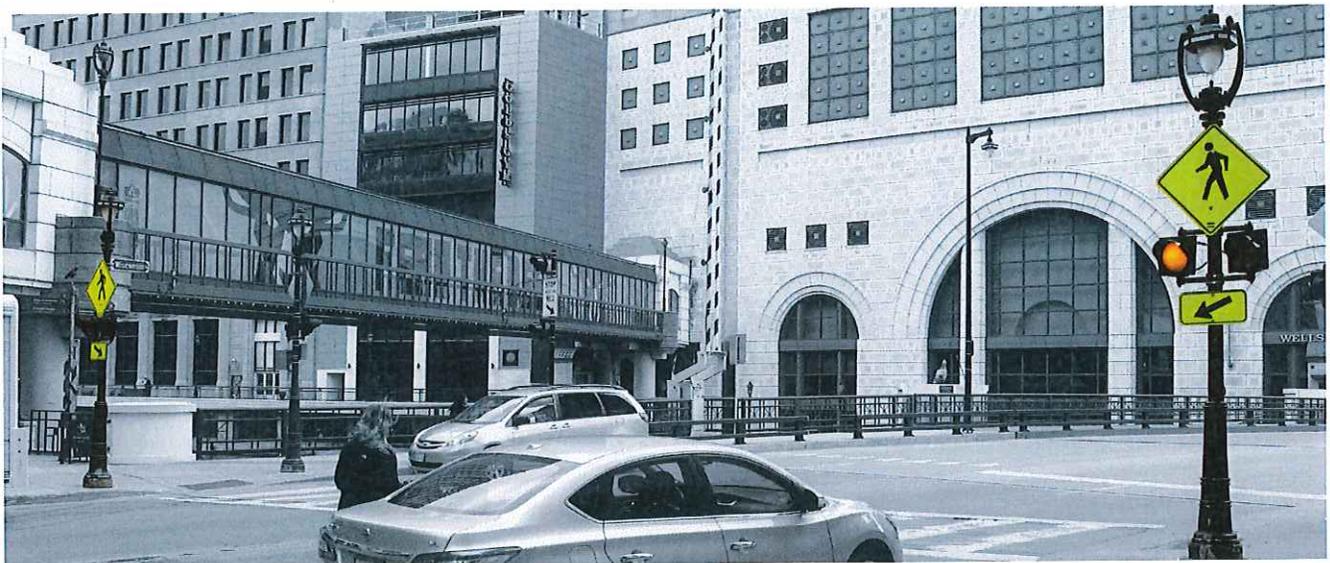
- Each BlinkerBeacon™ can flash in accordance with MUTCD section 4L.03.

VARIABLE DIMMING

- LEDs automatically dim based upon ambient light – maintaining optimal LED output and extending battery life.

AVAILABLE OPTIONS

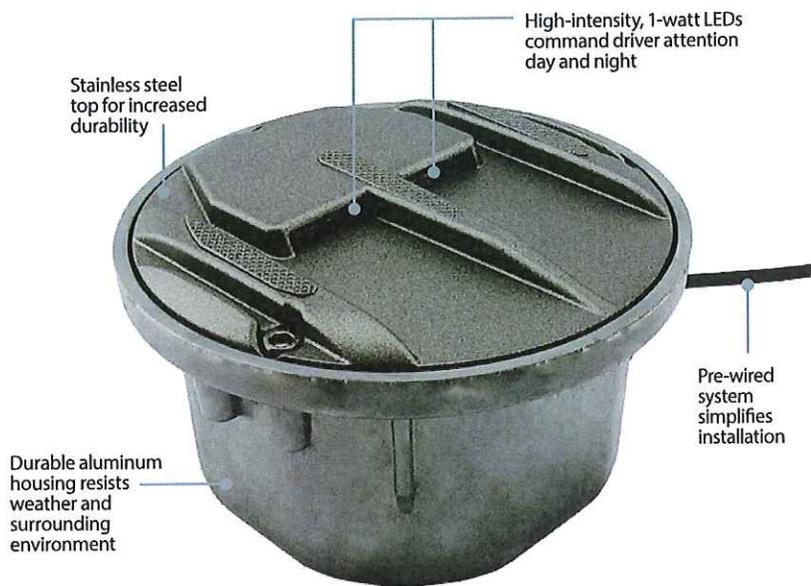
- 8" or 12" LED modules.
- ITE-compliant 12V power options.
- Cut visor standard, tunnel visor available.



LED-ENHANCED WARNING ALERTS

IN-ROAD WARNING LIGHTS

Embedded in the pavement to outline the crosswalk and oriented to face oncoming traffic, In-Road Warning Lights (IRWL) flash in unison to alert drivers of pedestrians actively crossing the road.



MUTCD-COMPLIANT

- Each IRWL is MUTCD-compliant.

LOW PROFILE

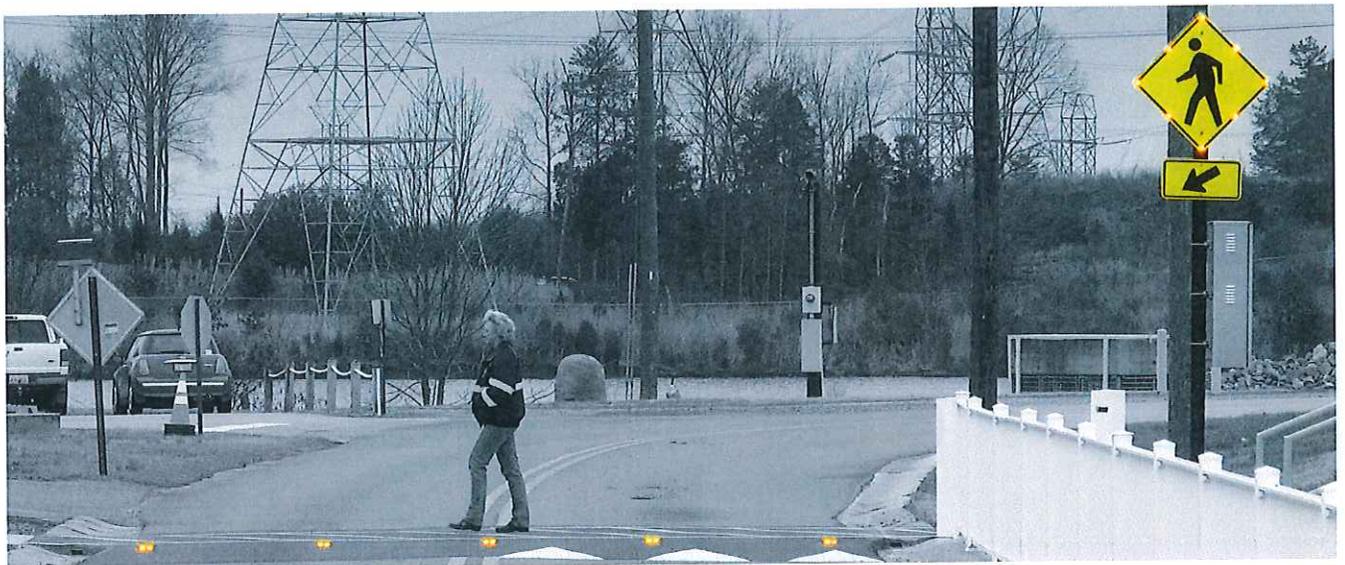
- Allows for snowplows, bicycles and pedestrians to safely pass over.

VARIABLE DIMMING

- LEDs automatically dim based upon ambient light – maintaining optimal LED output night and day.

MULTIPLE LED OPTIONS

- Uni-directional and bi-directional arrangements.



SYSTEM ACTIVATIONS

USER-ACTUATED

TAPCO Pedestrian Crosswalk Systems are typically user-activated by either the XAV2-LED or Bulldog push buttons.



XAV2-LED PUSH BUTTON

The XAV2-LED push button is enhanced with an instructional sign and provides custom voice messages and yellow LED visual confirmation when pressed.

- ADA compliant with locate tone
- Built-in microphone automatically adjusts voice confirmation volume to surrounding environment
- Weather resistant speaker



BULLDOG PUSH BUTTON

Activated with less than two pounds of force, the Bulldog push button provides two-tone audible activation confirmation as well as red LED visual confirmation.

- ADA compliant, vandal resistant
- Housing components comply with NEMA specifications
- Yellow push button housing standard, black available upon request



Available wireless bollard station provides additional system configuration flexibility

SYSTEM ACTIVATIONS

PASSIVE

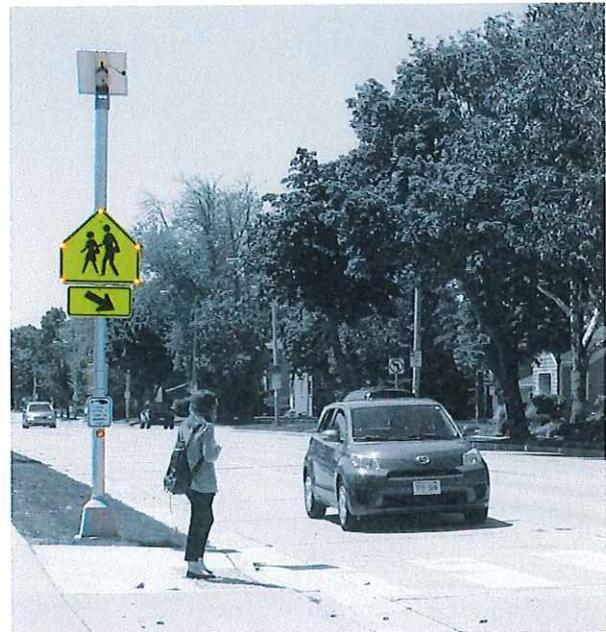
Enhance roadway safety and ensure system activation occurs with passive activation options - Infrared Bollards or Time Clock scheduling.



INFRARED BOLLARDS

Vulnerable road users passively trigger systems by passing between bollards placed on either side of the crosswalk. The bollards can be AC, solar or battery operated.

- Capability to determine pedestrian traffic direction
- Range up to 40 feet
- Battery power option requires no in-ground wiring with up to two years autonomy



TIME CLOCK

Most commonly used at school zone crosswalks, Time Clock configured hardware allows users to schedule system activation within specific time frames.



- Operated via PC or web-enabled devices
- Program up to 16 system activations per day
- Ability to schedule activations up to 2 years in advance

SYSTEM ACTIVATIONS

THERMAL DETECTION

The pedestrian thermal sensor uses infrared heat profiles to identify vulnerable road users moving within targeted detection zones to activate TAPCO Pedestrian Crosswalk Systems.

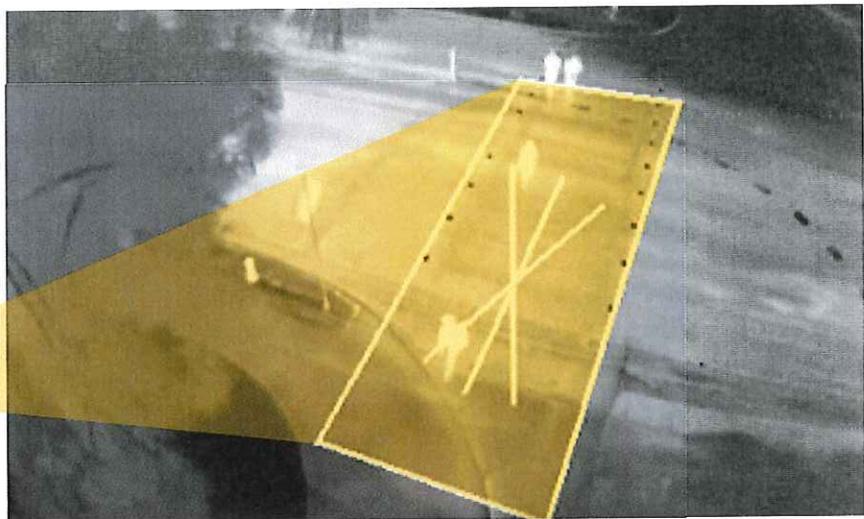
WHY THERMAL?

The sensor's ability to detect directionality and presence serves a vital function as it reduces false detections caused by people walking away from the crosswalk or bicycles traveling parallel to oncoming traffic.

- Thermal imaging cameras see in total darkness, through shadows and sun glare, providing reliable detection 24/7
- Accurate detection utilizing infrared heat profiles
- Versatile functionality dependent upon need, with many possible zones and configurations
- Easily integrates with user-actuated system options



**PEDESTRIAN
THERMAL SENSOR**



EXAMPLE OF PEDESTRIAN THERMAL DETECTION

WIRELESS COMMUNICATION

BLINKERBEAM®

BlinkerBeam® wireless radios communicate system activation to all TAPCO warning alerts.

Placed at the detection or activation location, a transmitter radio sends wireless signals upon system activation to receiver radios located inside the control cabinet of each warning alert, triggering the alert to flash.

- Easy-to-read, backlit LCD display
- Intuitive joystick for in-field control
- Menu-driven diagnostics for quick set-up and configuration
- Three selectable power levels, up to 1 watt, to increase signal distance
- Range of up to 900 feet; works with multiple antenna options to extend distance
- Utilizes 900 MHz frequency-hopping spread spectrum



**BLINKERBEAM®
WIRELESS RADIO**



1 SYSTEM ACTIVATION

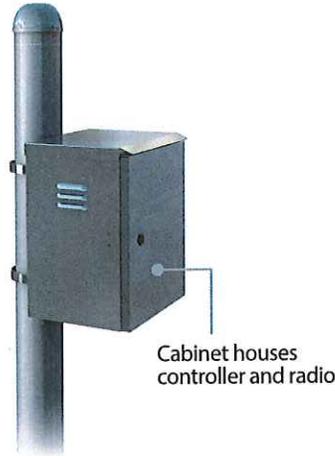


POWER AND CONTROL OPTIONS

FLEX POWER

Flex Power options provide flexible system configuration for multiple applications and power requirements while allowing easy access to control cabinets. Any solar TAPCO system can be designed to fit your power or environmental need.

AC POWER OPTIONS



120VAC



STREETLIGHT POWER

Tap into existing infrastructure to power any TAPCO system.

POPULAR SOLAR PACKAGES

Here are the most popular Flex Power packages. Additional options are available upon request.



13-watt solar panel
14Ah battery capacity



26-watt solar panel
27Ah battery capacity



30-watt solar panel
35Ah battery capacity

POWER AND CONTROL OPTIONS

FLEX POWER



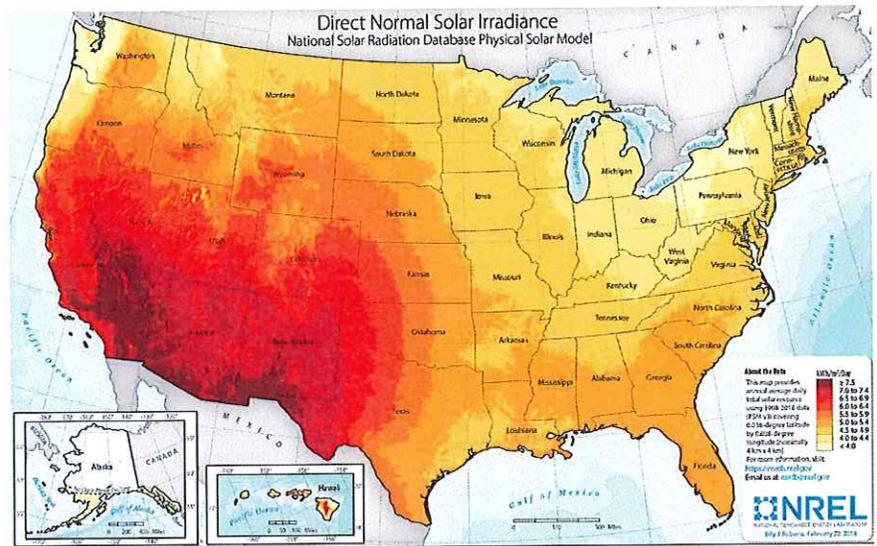
**55-watt solar panel
48Ah battery capacity**



**85-watt solar panel
105Ah battery capacity**

SOLAR REQUIREMENTS

Critical solar factors such as direct normal irradiance and global horizontal irradiance vary depending on system location. To ensure the right power configuration, we conduct solar calculations to meet desired system power needs.



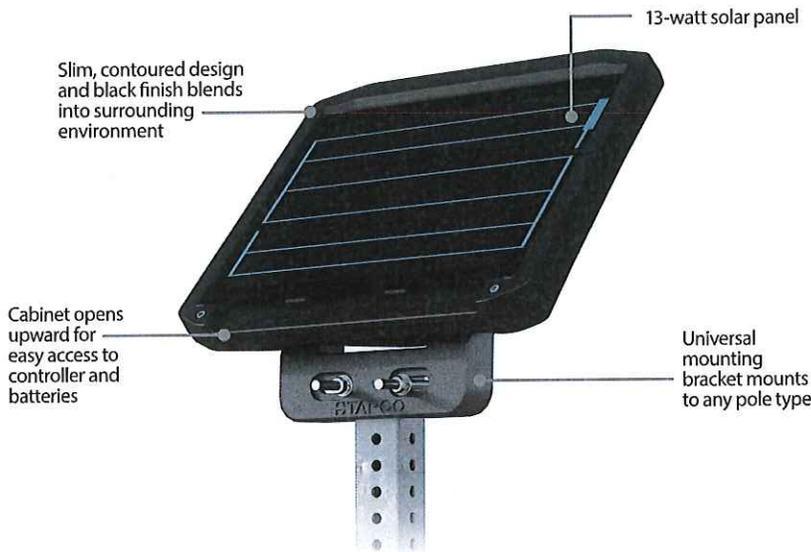
Call us today for a free solar consultation! **(800) 236-0112**

POWER AND CONTROL OPTIONS

SELF-CONTAINED SOLAR CABINETS

Uniquely designed using durable polycarbonate, TAPCO's new 13-Watt Self-Contained Solar Cabinet is a lightweight option that powers a wide range of traffic-calming devices.

COMING SOON



INCREASED AUTONOMY

- Up to 28Ah of battery power delivers autonomy up to 30 days.

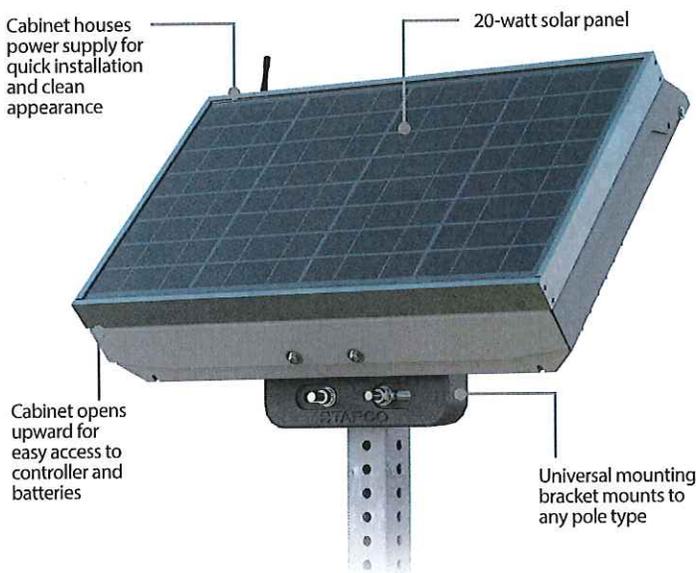
COMPATIBLE

- Supports Bulldog push button and passive activations, without reducing LED and system performance.

EASY TO INSTALL

- Weighs one-third as much as traditional cabinets making installation a one-person job.

TAPCO's 20-Watt Self-Contained Solar Cabinet provides 44Ah of battery power in a discreet, powder-coated aluminum housing.



INCREASED VOLTAGE

- The 12-volt system is engineered to power a larger assortment of warning alert options.

XAV2-LED PUSH BUTTON COMPATIBILITY

- Accommodates XAV2-LED push button activation, and other options.

COMPACT DESIGN

- Allows for easy assembly onto new or existing posts and poles.

SMART CITY SOFTWARE

BLINKLINK® POWERED BY TAPCO

INTELLIGENT WARNING SYSTEM MONITORING FOR SMART CITY INFRASTRUCTURE

BlinkLink® powered by TAPCO is an easy-to-use, cloud-based software application for agencies to remotely manage and monitor their Intelligent Warning Systems.

Securely connected through reliable cellular networks, BlinkLink® collects real-time data and sends voice, email and SMS notifications to predetermined recipients.

- Access on any web-enabled device
- Easily program and view the status of every system
- Analyze system activation trends and gain insight to problem areas
- Keep your whole team informed through activation notifications
- Generate custom activation reports

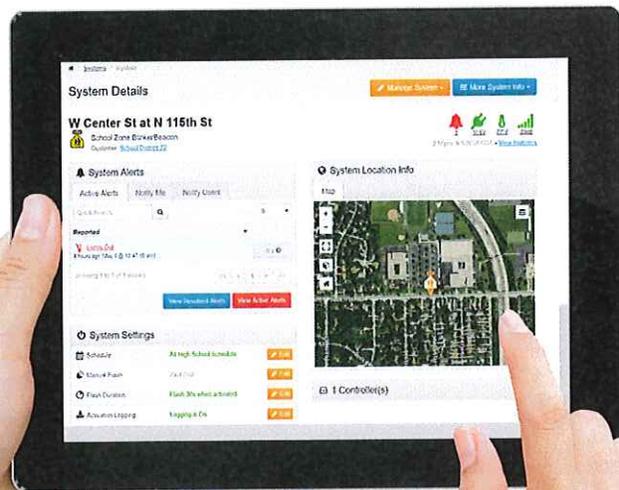


Collect real-time data including activation trends

Monitor status of beacon LED performance with the new **Lights Out** feature



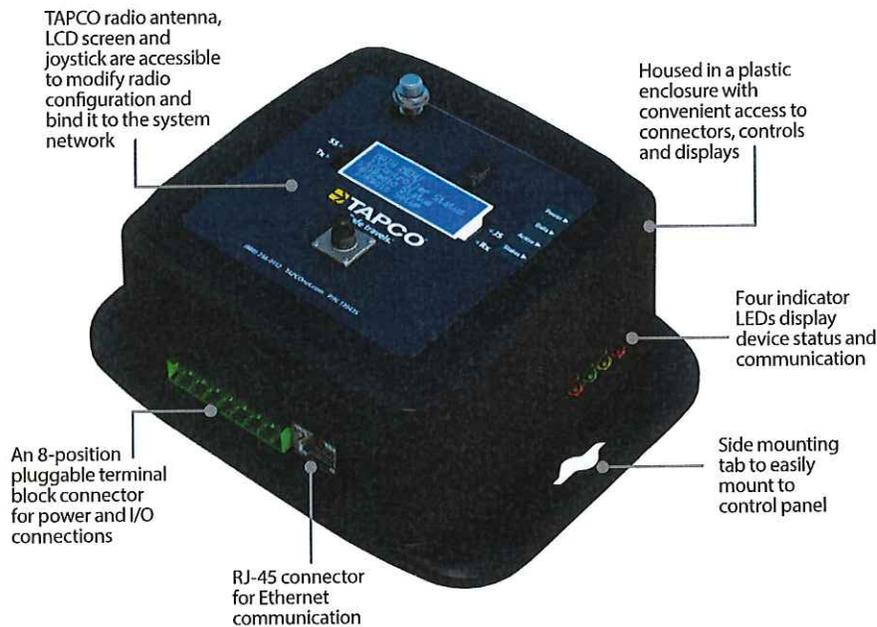
Remotely manage and monitor every IWS system



ENHANCEMENTS

CONNECTED VEHICLE INTERFACE

Add another layer of safety to your pedestrian solution with the Connected Vehicle Interface (CVI) - an Ethernet interface for TAPCO Pedestrian Crosswalk Systems to connect with and communicate information to connected vehicle infrastructure, such as typical Road Side Units (RSU).



IN-VEHICLE ALERTS

- Upon system activation, connected vehicles receive notifications through dashboard displays and other onboard devices.

NETWORK AGNOSTIC

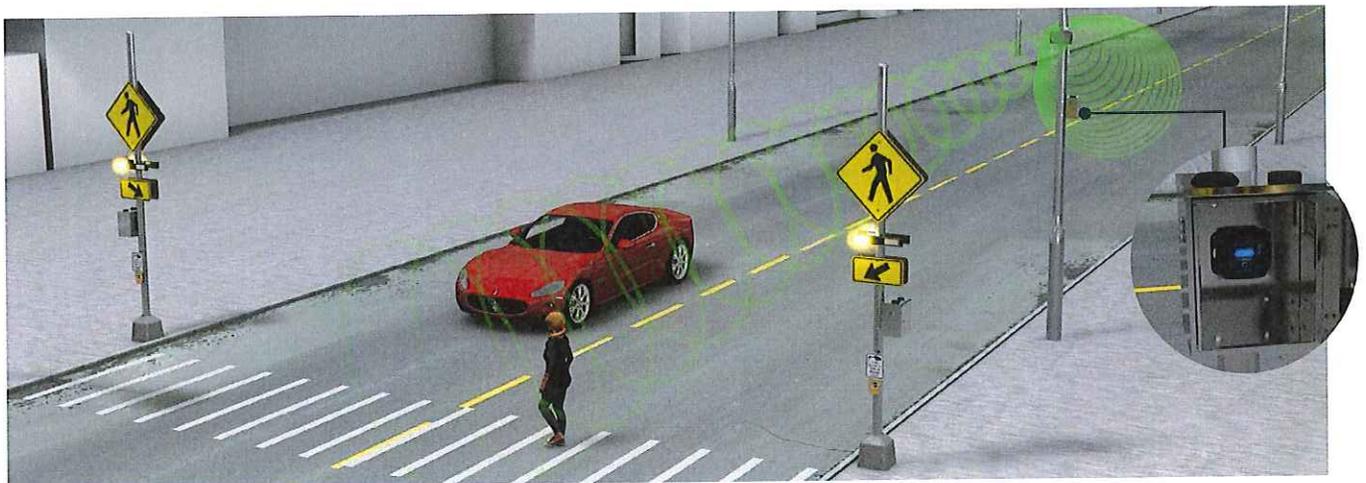
- Transmits data via Dedicated Short-Range Communication (DSRC), or cellular RSUs.

ATMS INTEGRATION

- Connects with Advanced Traffic Management Systems to provide traffic managers with actionable system data.

MODULAR

- Can be added to existing or new TAPCO Pedestrian Crosswalk Systems.

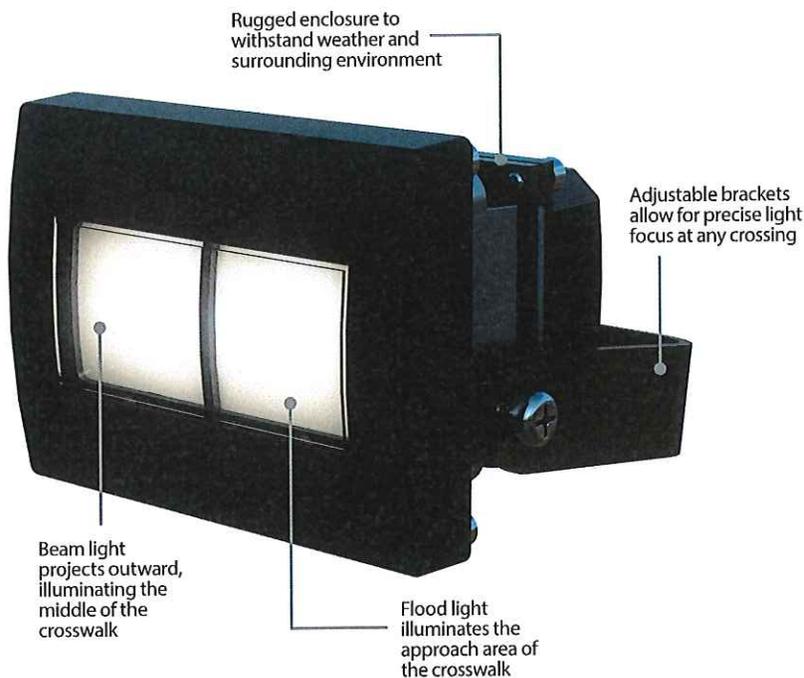


ENHANCEMENTS

SAFEWALK™ CROSSWALK ILLUMINATOR

Increase pedestrian visibility at poorly lit, two-lane crossings with the SafeWalk™ Crosswalk Illuminator – a simple safety enhancement to TAPCO Pedestrian Crosswalk Systems.

COMING SOON



LIGHTS UPON ACTIVATION

- Activates concurrently with LED-enhanced warning alerts.

BRIGHT BY DESIGN

- Illuminates two-lane crosswalks to meet and exceed the FHWA's recommendation of 20 Lux.

MODULAR

- Can be added to existing or new TAPCO Pedestrian Crosswalk Systems.

FLEXIBLE

- For solar or line voltage applications.



ENGINEERED-TO-ORDER (ETO)

CUSTOM OPTIONS

NEED SOMETHING MORE SPECIALIZED?

We realize not every safety enhancement project is the same. That's why we offer engineered-to-order solutions designed for your specific need. You'll work with our innovative engineering staff to outline your safety concern, and we'll customize a solution utilizing a variety of tools to build a system that's tailored to you.

To customize your Pedestrian Crosswalk System, call **(800) 236-0112** or email **blinkersales@tapconet.com** now!

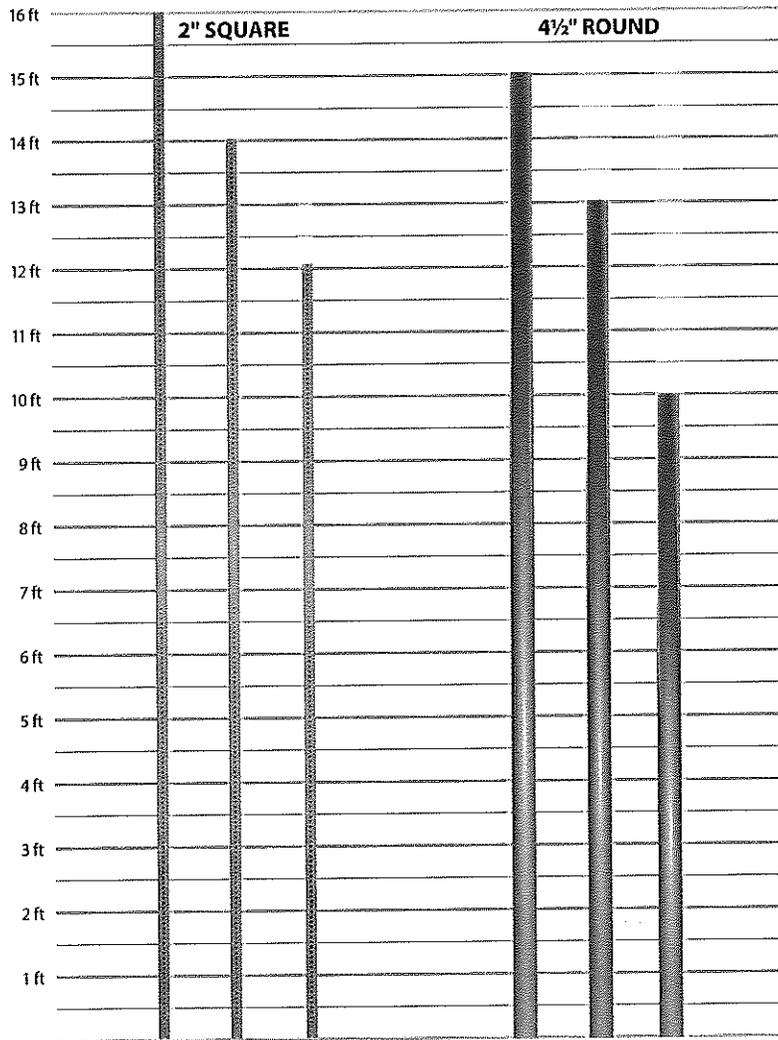


COMMON POLE KITS

POLES & BREAKAWAY ANCHORS

COMMON POLE KITS

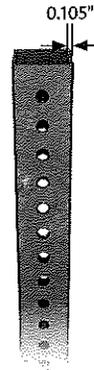
Pole configuration plays a crucial role in the design of your Pedestrian Crosswalk System. Below are some of our most popular options.



2" x 2" Square Post Kits

- Include: post height of choice, sleeve and assembly hardware
- Sign brackets and anchor sold separately

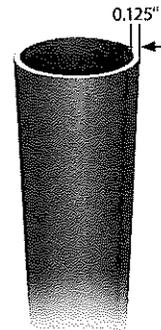
HEIGHT	PART NUMBER
12 ft	114401K
14 ft	138313
16 ft	138314



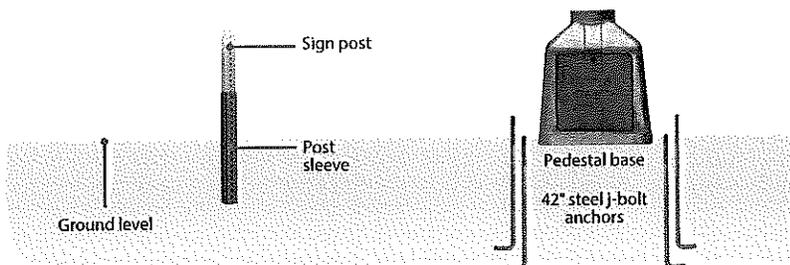
4 1/2" OD Round Pole Kits

- Include: pole height of choice, pedestal base, 42" steel j-bolt anchors and assembly hardware
- 18" steel j-bolt anchors available
- Sign brackets sold separately

HEIGHT	PART NUMBER
10 ft	107889
13 ft	101919
15 ft	101920



Additional poles, anchors and mounting options are available dependent upon weight loads, including 2 3/4", 2 1/2" and wood posts.





 **TAPCO**
Safe travels.

 (800) 236-0112

 TAPCOnet.com