

# Board of Crawford County Commissioners

## Commissioners' Journal

2017, **SIXTY-FIRST** MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS **Tuesday, August 15, 2017, 10:00 AM**

The Crawford County Board of Commissioners met pursuant to Kansas Statutes Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors. Commissioner Carl Wood served as the presiding officer. Commissioners Tom Moody and Jeff Murphy were in attendance. County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board. Chairman Wood led the pledge of allegiance.

### **UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA**

**On motion (17-285)** of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the **August 11, 2017** minutes of the Board of County Commissioners, and
2. Approval of the accounts payable warrant numbers **575831 to 576050 dated August 15, 2017 in the total amount of \$306,105.38.**

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed and the consent agenda was approved.**

### **SIGNING OF MOTIONS**

The County Clerk presented the following motions for Commissioners' signatures:

Motion 17	282	That the consent agenda be approved including: Approval of the August 8, 2017 minutes
Motion 17	283	To make it known that the board hereby issues a license to "sell at retail", cereal malt beverages in broken case lots from the place of business as shown in the application APPLICANT: Circle B Properties (Jennifer Bailey) for "Circle B Ranch" PREMISES: 635 S 170th St, Girard KS 66743(For consumption on the premises)

## Board of Crawford County Commissioners

Motion 17	284	To recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss matters involving Non-Elected Personnel and to include the Board of County Commissioners
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### **UNDER THE HEADING NEW BUSINESS**

#### **PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS**

#### **MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH**

#### **MESSAGES FROM THE PUBLIC**

**Item One:** Mr. Kenny Blair, CFS Engineers, gave an update on the Centennial Bridge, east of Pittsburg, that is currently under construction. He presented the Commissioners with the Notification of Calendar Days Charged and explained the report to the Commissioners. He stated that as of August 6, 2017 the construction company has used 151 calendar days. Mr. Blair explained that under original contract the project should be done today but the Commissioners approved a change order to award an additional 11 days. Mr. Moody was answered that Mr. Blair does not believe it will be completed in the next 11 days. Mr. Blair stated that he requested a revised schedule from Mission Construction. He reported on what work still needs to be completed on the project. There was a discussion on the remaining work to be done on the bridge and an extension if needed. Mr. Blair stated that he will have Mr. Charles Sullivan, Inspector with CFS Engineers, attend a Commission meeting every 2 weeks to update the Commissioners on the work being done on the bridge.

# Board of Crawford County Commissioners

PROJECT NUMBER: 

Crawford County Bridge No.: 690
CFS No. 17-5003

 PG 2 of 2

## Weekly Construction Diary

Begin Date	31-Jul-17	End Date	6-Aug-17
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Thursday August 03, 2017 CLOW: Grading  
W.D.: 1/23

Contractor completed deck forms for Span 3 today.

Contractor began setting longitudinal I-beams Span 2 today. Bolted together, also.  
Contractor also started placing and banding forms to I-beams in afternoon.

Friday August 04, 2017 CLOW: Grading  
W.D.: 1/22

Contractor completed banding forms to longitudinal I-beams and graded to proper height.

Saturday August 05, 2017 CLOW: Grading  
W.D.: 1/21

No work today.

Sunday August 06, 2017 CLOW: Grading  
W.D.: 1/20

No Work today.

Project Inspector:	Charles Sullivan	<b>CFS Engineers</b>
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# Board of Crawford County Commissioners

CFS # 17-5003

Copies to:  
 Owner  
 Contractor  
 Cook, Flatt & Strobel Engineers, P.A.

COOK, FLATT & STROBEL  
 ENGINEERS, P.A.  
 Topeka, Kansas

## NOTIFICATION OF CALENDAR DAYS CHARGED

Contract No.           CFS No. 17-5003           Description: Crawford County Bridge No. 690

Contractor Mission Construction Address: P.O. Box 321; St. Paul, KS 66771

Calendar days have been charged as indicated below for the week ending: August 06, 2017

Monday	<u>          July 31, 2017          </u>	<u>1</u>
Tuesday	<u>          August 01, 2017          </u>	<u>1</u>
Wednesday	<u>          August 02, 2017          </u>	<u>1</u>
Thursday	<u>          August 03, 2017          </u>	<u>1</u>
Friday	<u>          August 04, 2017          </u>	<u>1</u>
Saturday	<u>          August 05, 2017          </u>	<u>1</u>
Total Possible Calendar Days <u>+ Sunday August 06, 2017</u>		<u>7</u>
Deduction for Authorized Delay		<u>0</u>
Contract Time <u>171</u> Calendar Days <u>7</u>	Total Calendar Days this week	<u>7</u>
Contract Time Remaining <u>20</u> Calendar days	Total during previous weeks	<u>144</u>
Percent of Time Elapsed <u>88.304%</u>	Total Calendar Days to date	<u>151</u>
Total Current % of contract complete <u>16.25 %</u>		
Date: <u>August 7, 2017</u> Charles Sullivan Resident Inspector		

Remarks Change Order No. 1 was signed. It provided the contractor 11 calendar days to be added to the existing contract. 160+11=171



# Board of Crawford County Commissioners

PROJECT DESCRIPTION:  
PROJECT NUMBER:

Crawford County Bridge No.: 690
CFS No. 17-5003

PG 1 of 2

## Weekly Construction Diary

Begin Date	31-Jul-17	End Date	6-Aug-17
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Monday                      July 31, 2017                      CIOW: Grading  
W.D.: 1/26

Contractor beginning forming deck. Started placing 2x6's and ¾ inch plywood to deck falsework.  
Contractor started on west end of Span 1.

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Tuesday                      August 01, 2017                      CIOW: Grading  
W.D.: 1/25

Contractor completed Span 1 deck forming. Moved over to Span 3 east end.  
Contractor laid out I-beams for drilling and plate connections. Machinist to be in on Wednesday to drill holes.

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Wednesday                      August 02, 2017                      CIOW: Grading  
W.D.: 1/24

Contractor continues deck forms on Span 3 today.

Machinist showed up on job site and drilled holes in 11 sets of I-beams. Brought plates and bolt along. I-beams are to be bolted end-to-end for Span 2 longitudinal falsework.

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Project Inspector:	Charles Sullivan	<b>CFS Engineers</b>
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Mr. Blair addressed the bridge on 690<sup>th</sup> near Walnut and Hepler. Mr. Murphy stated that the bridge is currently 15 feet wide and would like to widen it to at least 20 feet, maybe 23 feet so farm machinery will be able to cross over it. Mr. Blair stated that the bridge is posted with a weight limit of 10 tons and he would like to research the original plans and inspection folder for the bridge. The Commissioners and Mr. Blair discussed the weight limit on the bridge and the current construction of the bridge. They also discussed tearing out the current bridge and different ways to replace it.

## Board of Crawford County Commissioners

There was a short discussion on the bridge on 20<sup>th</sup> Street just west of Pittsburg.

**MESSAGES FROM APPOINTED OFFICIALS**  
**MESSAGES FROM OTHER GOVERNMENTAL ENTITIES**  
**MESSAGES FROM ELECTED OFFICIALS**  
**PROCLAMATION AND ORDERS OF THE BOARD**  
**NEW BUSINESS**

**Item One:** Mr. Pyle stated he received an email from Sheriff Peak about Driver's License checks on new employees and Mr. Peak stated the checks could be done at no cost to the County.

**Item Two:** Mr. Pyle stated that there is a work session scheduled for Friday, August 18, 2017 with Mr. Blake Benson and Mr. Dave Goble and the Commissioners had requested a copy of the Plaster Center Contract and information on the transient guest tax before that work session. Mr. Pyle gave copies of the paperwork he could locate on the transient guest tax and the shared user agreement between PSU and Crawford County Kansas on the Plaster Center to the Commissioners. The Commissioners discussed the transient guest tax.

**Item Three:** County Counselor Jim Emerson presented Contractor's Payment Estimate No. 3 from Cook Flatt and Strobel Engineers on Bridge Replacement Bridge #690 in the amount of \$20,664.36 for Mission Construction Company.

# Board of Crawford County Commissioners

COOK, FLATT & STROBEL ENGINEERS, P.A.

## APPLICATION AND RECOMMENDATION FOR PAYMENT

Contract for Crawford County – Bridge Replacement Bridge No. 690

Dated August 10, 2017 Application No. 3

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 17-5003

For Work accomplished Through the Date of July 31, 2017

Contractor Mission Construction Co., Inc., P.O. Box 321, 101 St. Joseph St., St. Paul, KS 66771

Application Date August 10, 2017 Application Amount \$20,664.36

To: Crawford County Board of Commissioners (Owner)

This application meets the requirements of the Contract Documents and includes the Contractor's Certification stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all previous Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the Contractor of the amount due as shown below.

Cook, Flatt & Strobel Engineer's, P.A.  
Engineer

\_\_\_\_\_  
Engineer Date

### Contractor's Certification

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications and Recommendations for Payment Numbered. 1 through 1 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner). The undersigned Contractor also certifies that the tabulation of stored materials, when it is part of this Application, is an accurate representation of material on hand and properly stored.

Mission Construction Co., Inc.  
Contractor

Date: \_\_\_\_\_ By: \_\_\_\_\_

Original Contract Price	\$ <u>674,697.40</u>	Gross Amount Due	\$ <u>136,268.40</u>
Net Change Orders	\$ <u>19,180.40</u>	Less <u>10 % Retained</u>	\$ <u>(13,626.84)</u>
Current Contract Price	\$ <u>693,877.80</u>	Amount Due to Date	\$ <u>122,641.56</u>
Work to be Done	\$ <u>557,609.40</u>	Less Previous Payments	\$ <u>(101,977.20)</u>
		Amount Due this Application	\$ <u>20,664.36</u>

# Board of Crawford County Commissioners

## CONTRACTOR'S PAY ESTIMATE

Pay: Mission Construction Co., Inc.

Project Name: Crawford County - Bridge Replacement Br. No. 690  
 CFS #17-5003  
 Est. No.: 3 From: 06/26/17 To: 7/31/17

No.	Item Description	Plan Quantities		Quantities To Date		Unit Price	Earned To Date
<b>Bridge:</b>							
1	Class I Excavation	120	C.Y.	120	C.Y.	30.00	\$3,600.00
2	Class II Excavation C.O. #1	229	C.Y.	270.6	C.Y.	50.00	\$13,530.00
2a	Class II Excavation (Revised Price) C.O. #1	0	C.Y.	17.7	C.Y.	75.00	\$1,327.50
3	Concrete (Grade 4.0) (AE) C.O. #1	45	C.Y.	79.3	C.Y.	453.00	\$35,922.90
4	Concrete (Grade 4.0) (AE) (SA)	429.9	C.Y.		C.Y.	453.00	\$0.00
5	Reinforcing Steel (Grade 60)	6,580	LBS.	6,580	LBS.	1.05	\$6,909.00
6	Reinforcing Steel (Grade 60) (Epoxy Coated)	113,460	LBS.	3,600	LBS.	1.05	\$3,780.00
7	Piles (Steel) (HP 10x42) C.O. #1	144	L.F.	148.7	L.F.	50.00	\$7,435.00
8	Abutment Strip Drain	35	S.Y.		S.Y.	86.00	\$0.00
9	Bridge Backwall Protection System	41	S.Y.		S.Y.	35.00	\$0.00
10	Slope Protection (Riprap Stone)	860	C.Y.		C.Y.	50.00	\$0.00
<b>Total Bridge</b>							<b>\$72,504.40</b>
<b>Grading:</b>							
11	Clearing & Gubbing	1	L.S.	0.5	L.S.	13,500.00	\$6,750.00
12	Removal of Existing Structure	1	L.S.	1	L.S.	38,000.00	\$38,000.00
13	Common Excavation (Contractor Furnished)	356	C.Y.		C.Y.	43.00	\$0.00
14	Common Excavation	1,879	C.Y.		C.Y.	8.00	\$0.00
15	Compaction of Earthwork (Type B) (MR-90)	1,676	C.Y.		C.Y.	2.00	\$0.00
16	Rock Excavation (Existing Pavement)	306	C.Y.	20.7	C.Y.	20.00	\$414.00
17	Water (Grading) (Set Price)	1	M.Gal.		M.Gal.	35.00	\$0.00
18	HMA Commercial Grade (Class A)	775	Tons		Tons	75.00	\$0.00
19	Aggregate Base (AB-3) (6")	2,600	S.Y.		S.Y.	8.84	\$0.00
20	Aggregate Ditch Lining (6")	61	Tons		Tons	44.20	\$0.00
21	Concrete Pavement (10" Uniform) (AE)	92.4	S.Y.		S.Y.	160.00	\$0.00
22	Bridge Approach Slab Footing	19.0	C.Y.		C.Y.	240.00	\$0.00
23	Entrance Pipe (18") (PVC)	36	L.F.		L.F.	35.00	\$0.00
24	End Section (18") (PVC)	2	Each		Each	341.00	\$0.00
25	Guardrail, Steel Plate	100	L.F.		L.F.	101.64	\$0.00
26	Guardrail End Terminal (SRT) Alt. No. 1	4	Each		Each	0.00	\$0.00
27	Guardrail End Terminal (FLEAT) Alt. No. 2	4	Each		Each	3,050.00	\$0.00
28	Object Markers (Type III)	4	Each		Each	130.00	\$0.00
29	Field Office & Laboratory (Type A)	1	Each	0.5	Each	100.00	\$50.00
30	Mobilization	1	L.S.	0.5	L.S.	28,000.00	\$14,000.00
31	Foundation Stabilization (Set Price)	1	C.Y.		C.Y.	42.50	\$0.00
32	Temporary Surfacing Material (Aggregate) Set Price	1	C.Y.		C.Y.	35.00	\$0.00
33	Concrete For Seal Course (Set Price)	1	C.Y.		C.Y.	175.00	\$0.00
34	Contractor Construction Staking	1	L.S.	0.50	L.S.	5,600.00	\$2,800.00
35	Curing Environment	1	L.S.		L.S.	1,500.00	\$0.00
36	Temporary Berm (Set Price)	1	L.F.		L.F.	1.00	\$0.00
37	Silt Fence	97	L.F.		L.F.	5.00	\$0.00
38	Biodegradable Log (9")	48	L.F.		L.F.	5.00	\$0.00
39	Biodegradable Log (12")	48	L.F.		L.F.	7.50	\$0.00
40	Sediment Removal (Set Price)	1	C.Y.		C.Y.	35.00	\$0.00
41	Temporary Seeding	1	L.S.		L.S.	100.00	\$0.00
42	Water (Erosion Control) (Set Price)	1	M. Gal.		M. Gal.	35.00	\$0.00
43	Seeding	1	L.S.		L.S.	4,300.00	\$0.00
44	Traffic Control	1	L.S.	0.5	L.S.	3,500.00	\$1,750.00
<b>Total Grading</b>							<b>\$63,764.00</b>
<b>Total for Project</b>							<b>\$136,268.40</b>

## Board of Crawford County Commissioners

**On motion (17-286)** of Commissioner Moody and the second of Commissioner Murphy to approve Contractor's Payment Estimate No. 3 from Cook Flatt and Strobel Engineers on Bridge Replacement Bridge #690 in the amount of \$20,664.36 for Mission Construction Company.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Four:** Mr. Emerson presented a letter agreement between Friends of Historic Girard and Crawford County on the Standard Oil Sign. He stated that that it is agreed to allow the sign to be moved to the museum in Girard providing that the Friends of Historic Girard follow the conditions set forth in the letter and the sign remains the property of Crawford County. Mr. Murphy was answered that Crawford County Historical Society did some renovations to the sign and the Friends of Historic Girard will complete the renovations and have the sign erected before the Girard Fall Festival.

# Board of Crawford County Commissioners

Board of County Commissioners Crawford County Courthouse  
PO Box 68  
Girard, Kansas 66743  
  
620-724-6115  
620-724-6007 fax  
www.crawfordcountykansas.com



August 15, 2017

Terri Harley  
Friends of Historic Girard  
315 S. Summit Street  
Girard, KS 66743

Re: Standard Oil Sign

Dear Ms. Harley:

As we discussed at the County Commissioners meeting on Monday, July 17, 2017, we agreed to allow the Standard Oil Sign to be moved to the museum in Girard provided the Friends of Historic Girard agreed to the conditions set forth below. If at any time these conditions are not met, the County will remove the sign.

The conditions are as follows:

1. The sign belongs to Crawford County.
2. A plaque shall be placed on or near the sign acknowledging the efforts of the Crawford County Historical Museum to restore the sign.
3. The sign shall remain a Standard Oil sign and shall not be changed to an advertising sign for the museum
4. The sign must be ready for display for your initial opening during the fall festival.

Sincerely,



Carl R. Wood, Chairman  
Board of County Commissioners

Agreed to by:

\_\_\_\_\_  
Terri Harley, President  
Friends of Historic Girard

**On motion (17-287)** of Commissioner Moody and the second of Commissioner Murphy to approve the agreement between Friends of Historic Girard and Crawford County on the use of the Standard Oil Sign and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Five:** Mr. Emerson presented the Contract Agreement between the Board of County Commissioners of Crawford County, Kansas and Home Center Construction, Inc on the new maintenance building in Girard in the amount of \$46,300.00.

# Board of Crawford County Commissioners

## CONTRACT AGREEMENT

This agreement made this \_\_\_\_ day of August 2017, between the Board of County Commissioners of Crawford County, Kansas, herein referred to as Owner, and Home Center Construction, Inc., herein referred to as Contractor, as follows:

### SECTION ONE

#### DESCRIPTION OF WORK

Contractor shall perform all the work required by the Contract Documents for:

40'x90' with 16' eave height Pre Engineered Metal Building 30' Bay Spacing, Front 90' Open concrete Piers and Footings set at Finish Grade Height, Color Metal Wall, Color Roof Panels, and Color Trim, Gutters and Downspouts as per Drawings by Stephan Birchmeir, P.E. dated 6-5-17.

### SECTION TWO

#### TIME OF COMMENCEMENT & COMPLETION

The Work to be performed under this Agreement shall be commenced and completed in a timely manner.

### SECTION THREE

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions and as per the bid proposal, the Contract Sum of: Forty Six Thousand Three Hundred Dollars and No Cents (\$46,300.00).

### SECTION FOUR

#### PROGRESS PAYMENTS

On or before the 15<sup>th</sup> day of each month, the Contractor shall submit to Owner an itemized application for payment. The Owner will, after

## Board of Crawford County Commissioners

approval, make payment in the amount of (100%) per cent of the value completed, less the aggregate of previous payments. The Owner will make payment by the end of the month as long as the application is approved.

Progress payments may be withheld if:

- (a) Work is found defective and not remedied;
- (b) Contractor does not make prompt and proper payments to subcontractors;
- (c) Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;
- (d) Another contractor is damaged by an act for which contractor is responsible;
- (e) Claims or liens are filed on the job; or
- (f) In the opinion of Owner, Contractor's work is not progressing satisfactorily.

### SECTION FIVE

#### FINAL PAYMENT

Owner shall make final payment to Contractor within 30 days after the Work is completed, if the contract be at that time fully performed, and subject to the condition that final payment shall not be due until contractor has delivered to owner a complete release of all liens arising out of the contract herein, or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to owner indemnifying him against such liens.

Owner by making payment waives all claims except those arising out of:

- (a) Faulty work appearing after substantial completion has been granted;
- (b) Work that does not comply with the contract documents;
- (c) Outstanding claims of lien; or
- (d) Failure of contractor to comply with any special guarantees required by the contract documents.



## Board of Crawford County Commissioners

Contractor, by accepting final payment, waives all claims except those which he has previously made in writing, and which remain unsettled at the time of acceptance.

### SECTION SIX

#### CONTRACT DOCUMENTS

The contract documents on which the agreement between Owner and Contractor is based, are as follows:

- (a) This agreement, with supplementary agreements and conditions attached hereto;
- (b) Bid proposal;
- (c) Information for Bidders;
- (d) Design drawings and specifications
- (e) Any and all other insurance policies and certificates of insurance provided to Owner in accordance with the terms of this contract;
- (f) Work change orders issued, or to be issued.

The contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this project.

The contract documents are to be separately executed in triplicate by the owner and contractor. Contractor, by executing the documents, represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. If by inadvertence any of the contract documents are not signed, engineer shall identify them.

### SECTION SEVEN

#### RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

## Board of Crawford County Commissioners

- (a) Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of his ability, and give it all attention necessary for such proper supervision and direction.
- (b) Discipline and Employment. Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- (c) Furnishing of Labor, Materials, etc. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.
- (d) Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefor.
- (e) Compliance with Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify engineer promptly on discovery of such variance.
- (f) Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all his employees on the project, for those of his subcontractors and their employees, and for those of all other persons doing work under a contract with him.

## Board of Crawford County Commissioners

- (g) Warranty of Fitness of Equipment and Materials. Contractor represents and warrants to owner and to engineer that all materials used in the work, are good quality, free of defects, and in conformity with the contract documents. It is understood between the parties hereto that all materials not so in conformity are defective.
- (h) Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste material and rubbish caused by his work or that of his subcontractors. He further agrees to remove all such waste material and rubbish on termination of the project, together with all his tools, equipment, machinery, and surplus materials.
- (i) Indemnity and Hold Harmless Agreement. Contractor agrees to indemnify and hold harmless owner and engineer, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case an action shall be filed, arising out of performance of the work herein, which is (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

### SECTION EIGHT

#### INSURANCE

Contractors Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect him from claims, under workmen's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract whether directly or indirectly by contractor, or directly or indirectly by a subcontractor. . The minimum liability limits of general liability and automobile liability insurance shall not be less than \$1,000,000.00 and for workers compensation the minimum liability limits shall not be less than \$500,000.00 or in an amount required by law for that type of

## Board of Crawford County Commissioners

claim. Such insurance shall include contractual liability insurance applicable to contractor's obligations under this contract. Proof of such insurance shall be filed by contractor with owner within a reasonable time after execution of this contract.

### SECTION NINE

#### CORRECTING WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

### SECTION TEN

#### WORK CHANGES

Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by owner.

Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order. Any adjustments in the contract price resulting in a credit or a change to owner shall be determined by mutual agreement of the parties, before starting the work involved in the change.

### SECTION ELEVEN

#### TERMINATION BY THE CONTRACTOR

If the Owner fails to make a payment for a period of thirty days beyond the due date, the Contractor may, upon seven days' written notice to the Owner terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

# Board of Crawford County Commissioners

## SECTION TWELVE

### TERMINATION BY OWNER

Owner, may on seven days' notice to contractor, terminate this contract before the completion date hereof, and without prejudice to any other remedy he may have, when contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination, owner may take possession of the work site and all materials, equipment, tools and machinery thereon, and finish the work in whatever way he deems expedient. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, owner will pay such excess to contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, contractor agrees to pay the difference to owner.

On such default by contractor, owner may elect not to terminate the contract, and in such event he may make good the deficiency of which the default consists, and deduct the costs from the progress payment then or to become due to contractor.

## SECTION THIRTEEN

### NONDISCRIMINATION

Each of the parties hereto does comply and agrees to comply with the Crawford County Equal Employment Opportunity Policy as follows:

It is the policy of Crawford County, Kansas, that no person shall be denied employment by the County or any agency or department thereof, be excluded from participation in any program of the County or any agency or department thereof, be denied the benefit of any service provided by the County or any agency or department thereof, or be otherwise subjected to discrimination by the County or any agency or department thereof, on the basis of race, creed, color, religion, age, sex, physical handicap unrelated to the person's ability to engage in the work, national origin, or ancestry.

# Board of Crawford County Commissioners

## SECTION FOURTEEN

This contract document shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

OWNER

Board of County Commissioners  
Crawford County Kansas

CONTRACTOR

Home Center Construction,  
Inc.

By: Carl R. Wood  
Carl R. Wood, Chairman

By: \_\_\_\_\_  
Bill Shaffer, Project Mgr.

**On motion (17-288)** of Commissioner Moody and the second of Commissioner Murphy to approve the Agreement between Crawford County, Kansas and Home Center Construction, Inc for the Construction of a Maintenance Building in Girard for the total amount of \$46,300.00 and Authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Six:** Mr. Emerson presented the Contract Agreement between Crawford County, Kansas and Jack Coomes Steel Building Sales and Erection for the Construction of a Road and Bridge Building in Pittsburg for the total amount of \$145,685.00.

# Board of Crawford County Commissioners

## CONTRACT AGREEMENT

This agreement made this \_\_\_\_ day of August 2017, between the Board of County Commissioners of Crawford County, Kansas, herein referred to as Owner, and Jack Coomes Steel Building Sales and Erection, herein referred to as Contractor, as follows:

### SECTION ONE

#### DESCRIPTION OF WORK

Contractor shall perform all the work required by the Contract Documents for:

A 40'x80' with 16' eave height Metal Building 1-17' 2-16' 1-18' 1-13' Bay Spacing, Concrete Piers, Footings, Floor Slab set at Finish Grade Height, Color Metal Wall, Color Roof Panels, and Color Trim, Gutters and Downspouts, (2) Walk Doors (1) Window (4) 14'x14' 1 8'x8' Overhead Doors, Under slab Plumbing Roughin of Water and Drain Lines to the exterior of the building. As per drawings by Stephen Birchmeir P.E. Dated 6-5-17, Also

Interior Finish of 12'x40' into Office, Breakroom, Restroom, Mechanical Room and Upper Storage; Walls Drywall, Rated Demising Wall and Cavity, Painting, FRP, Vinyl Base Acoustical Ceiling Tiles, HM Frames and Wood Doors 6' Base Cabinets, Bath Accessories, Plumbing, HVAC, Electrical. As per drawings by Stephen Birchmeir, P.E. Dated 6-5-17.

### SECTION TWO

#### TIME OF COMMENCEMENT & COMPLETION

The Work to be performed under this Agreement shall be commenced and completed in a timely manner.

### SECTION THREE

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions and as per the bid proposal, the Contract Sum



# Board of Crawford County Commissioners

of: One Hundred Forty Five Thousand Six Hundred Eighty Five Dollars and No Cents (\$145,685.00).

## SECTION FOUR

### PROGRESS PAYMENTS

On or before the 15<sup>th</sup> day of each month, the Contractor shall submit to Owner an itemized application for payment. The Owner will, after approval, make payment in the amount of (100%) per cent of the value completed, less the aggregate of previous payments. The Owner will make payment by the end of the month as long as the application is approved.

Progress payments may be withheld if:

- (a) Work is found defective and not remedied;
- (b) Contractor does not make prompt and proper payments to subcontractors;
- (c) Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;
- (d) Another contractor is damaged by an act for which contractor is responsible;
- (e) Claims or liens are filed on the job; or
- (f) In the opinion of Owner, Contractor's work is not progressing satisfactorily.

## SECTION FIVE

### FINAL PAYMENT

Owner shall make final payment to Contractor within 30 days after the Work is completed, if the contract be at that time fully performed, and subject to the condition that final payment shall not be due until contractor has delivered to owner a complete release of all liens arising out of the contract herein, or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to owner indemnifying him against such liens.

Owner by making payment waives all claims except those arising out of:

- (a) Faulty work appearing after substantial



## Board of Crawford County Commissioners

- completion has been granted;
- (b) Work that does not comply with the contract documents;
- (c) Outstanding claims of lien; or
- (d) Failure of contractor to comply with any special guarantees required by the contract documents.

Contractor, by accepting final payment, waives all claims except those which he has previously made in writing, and which remain unsettled at the time of acceptance.

### SECTION SIX

#### CONTRACT DOCUMENTS

The contract documents on which the agreement between Owner and Contractor is based, are as follows:

- (a) This agreement, with supplementary agreements and conditions attached hereto;
- (b) Bid proposal;
- (c) Information for Bidders;
- (d) Design drawings and specifications
- (e) Any and all other insurance policies and certificates of insurance provided to Owner in accordance with the terms of this contract;
- (f) Work change orders issued, or to be issued.

The contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this project.

The contract documents are to be separately executed in triplicate by the owner and contractor. Contractor, by executing the documents, represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. If by inadvertence any of the contract documents are

## Board of Crawford County Commissioners

not signed, engineer shall identify them.

### SECTION SEVEN

#### RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

- (a) Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of his ability, and give it all attention necessary for such proper supervision and direction.
- (b) Discipline and Employment. Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- (c) Furnishing of Labor, Materials, etc. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.
- (d) Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefor.
- (e) Compliance with Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he

## Board of Crawford County Commissioners

- shall notify engineer promptly on discovery of such variance.
- (f) Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all his employees on the project, for those of his subcontractors and their employees, and for those of all other persons doing work under a contract with him.
  - (g) Warranty of Fitness of Equipment and Materials. Contractor represents and warrants to owner and to engineer that all materials used in the work, are good quality, free of defects, and in conformity with the contract documents. It is understood between the parties hereto that all materials not so in conformity are defective.
  - (h) Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste material and rubbish caused by his work or that of his subcontractors. He further agrees to remove all such waste material and rubbish on termination of the project, together with all his tools, equipment, machinery, and surplus materials.
  - (i) Indemnity and Hold Harmless Agreement. Contractor agrees to indemnify and hold harmless owner and engineer, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case an action shall be filed, arising out of performance of the work herein, which is (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

### SECTION EIGHT

#### INSURANCE

Contractors Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction

## Board of Crawford County Commissioners

on the project such liability insurance as will protect him from claims, under workmen's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract whether directly or indirectly by contractor, or directly or indirectly by a subcontractor. The minimum liability limits of general liability and automobile liability insurance shall not be less than \$1,000,000.00 and for workers compensation the minimum liability limits shall not be less than \$500,000.00 or in an amount required by law for that type of claim. Such insurance shall include contractual liability insurance applicable to contractor's obligations under this contract. Proof of such insurance shall be filed by contractor with owner within a reasonable time after execution of this contract.

### SECTION NINE

#### CORRECTING WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

### SECTION TEN

#### WORK CHANGES

Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by owner.

Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order. Any adjustments in the contract price resulting in a credit or a change to owner shall be determined by mutual agreement of the parties, before starting the work involved in the change.

# Board of Crawford County Commissioners

## SECTION ELEVEN

### TERMINATION BY THE CONTRACTOR

If the Owner fails to make a payment for a period of thirty days beyond the due date, the Contractor may, upon seven days' written notice to the Owner terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

## SECTION TWELVE

### TERMINATION BY OWNER

Owner, may on seven days' notice to contractor, terminate this contract before the completion date hereof, and without prejudice to any other remedy he may have, when contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination, owner may take possession of the work site and all materials, equipment, tools and machinery thereon, and finish the work in whatever way he deems expedient. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, owner will pay such excess to contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, contractor agrees to pay the difference to owner.

On such default by contractor, owner may elect not to terminate the contract, and in such event he may make good the deficiency of which the default consists, and deduct the costs from the progress payment then or to become due to contractor.

## SECTION THIRTEEN

### NONDISCRIMINATION

Each of the parties hereto does comply and agrees to comply with the Crawford County Equal Employment Opportunity Policy as follows:

It is the policy of Crawford County, Kansas, that no person shall be denied employment by the County or any agency or department thereof, be excluded from

## Board of Crawford County Commissioners

participation in any program of the County or any agency or department thereof, be denied the benefit of any service provided by the County or any agency or department thereof, or be otherwise subjected to discrimination by the County or any agency or department thereof, on the basis of race, creed, color, religion, age, sex, physical handicap unrelated to the person's ability to engage in the work, national origin, or ancestry.

### SECTION FOURTEEN

This contract document shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

OWNER

Board of County Commissioners  
Crawford County Kansas

By: Carl R. Wood  
Carl R. Wood, Chairman

CONTRACTOR

Jack Coomes Steel Building  
and Erection.

By: \_\_\_\_\_  
Jack Coomes, Owner

**On motion (17-289)** of Commissioner Moody and the second of Commissioner Murphy to approve the Agreement between Crawford County, Kansas and Jack Coomes Steel Building Sales and Erection for the Construction of a Road and Bridge Building in Pittsburg for the total amount of \$145,685.00 and Authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Seven:** Commissioner Carl Wood stated that he would like to look for a used pickup, \$10,000 to \$12,000 price range, ½ ton, 2-wheel drive. Mr. Moody stated that there are quite a few road and bridge trucks that need addressed. The Commissioners discussed the different pickups currently purchased and the price range of the pickups. They discussed the funds in the Road and Bridge Equipment Reserve Fund, the equipment needed, paying on equipment currently on lease purchase agreements and funds for the new buildings.

**UNDER THE HEADING OLD BUSINESS**

## Board of Crawford County Commissioners

**Item One:** Mr. Emerson discussed registering for KAC and the scheduling for the meeting and workshops.

**Item Two:** The Commissioners discussed FEMA and contact people in the County to work with FEMA. Mr. Emerson will contact FEMA and get additional information. They also discussed burning brush removed from the bridges and Mr. Emerson will also get more information on this issue.

**Item Three:** Mr. Moody asked about the seat for the roller and Mr. Wood will check on prices today.

**Item Four:** Mr. Pyle explained that due to an error by the Morning Sun the 2018 Fire Districts Budgets were not published on the date it should have been for the hearing date of August 22, 2017. He stated that that the Fire District budgets will be published on August 17, 2017 and the hearing for those districts will be August 29, 2017 at 10:00 AM. The 2018 County budget hearing will still be held on August 22, 2017 at 10:00 AM.

### EXECUTIVE SESSION

#### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

**Item One: August 18, 2017 – 9:00 AM** Work Session with Mr. Blake Benson, Pittsburg Area Chamber of Commerce President and Mr. Dave Goble, Crawford County CVB Advisory Board.

**Item Two: August 22, 2017 – 10:00 AM** Public Hearing the 2018 County Budget.

**Item Three: August 29, 2017 – 10:00 AM** Public Hearing on the 2018 Crawford County Fire District Budgets.

#### ANNOUNCEMENTS:

#### UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

**Item One:** Adjournment

**On the motion** of Commissioner Moody and the second of Commissioner Murphy to adjourn the [August 15, 2017](#) meeting of the Board of Crawford County Commissioners at 11:16 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

## Board of Crawford County Commissioners

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners.

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**Don Pyle**  
County Clerk

◇

**This submission completed at the Crawford County Courthouse in Girard.**  
Taken BKW 8/15/17 11:16 AM/amended BKW 8/17/17 11:30 AM