



# Livestock & Expo Center

SALINE COUNTY, KS

# CONTRACT

## Livestock & Expo Center

THIS AGREEMENT made and entered into this 25th day of September, 2023 by and between Saline County, Ks, First Party, and D.R.C.L Electric Inc., Second Party, hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, entering into a written contract with Saline County for the furnishing of all materials, supplies, tools, equipment, supervision, shop drawings, and all else necessary to satisfactory complete as referenced in the bid document and scope of work attached here to for:

### **Livestock & Expo Center Exterior Electrical Improvements – Barn 1 and Barn 2**

Final payment will be based on actual quantities used by Saline County, in accordance with the bid proposal and specifications for such work on file in the office of Saline County, and in accordance with said contract.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the sum or sums to be paid the Contractor by Saline County, as set forth in the accepted Proposal and in accordance with the provisions of the Specifications, the said Contractor shall furnish all labor, equipment, accessories and material and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner; ready for use and in strict accordance with the specifications, as approved and filed pursuant to law in the office of the legal representative of Saline County.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, Saline County shall pay the Contractor the sum or sums due him, by reason of said faithful performance of work in accordance with the provisions of the Specifications and set forth in the proposal as accepted by Saline County.

ARTICLE 3. It is hereby further agreed that at the completion of the work and its acceptance by Saline County, all sums due the Contractor by reason of his faithful completion of the work; taking into consideration additions to or deductions from the contract price by reason of approved alterations or modifications of the original contract, or by reason of "Force Account" work authorized under the contract in accordance with the "Standard Specifications," will be paid the Contractor by Saline County within 30 days after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether a corporation, partnership, or individual. This contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the Specifications, and thereby made a part of this agreement to the same extent as if set out at length herein.

IN WITNESSETH WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed in triplicate the day and year first herein written, all copies of which to all intents and purposes shall be considered the original.



Seal (if Corporation)

Contractor/Second Party

Contractor DRCL Electric Inc  
Address 372 E Shipton  
Salina, KS 67401  
Name Rick Hicks  
Title Estimator/Project Manager  
Date OCTOBER 6<sup>TH</sup>, 2023  
Signature *Rick Hicks*

SALINE COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS,

\_\_\_\_\_  
Robert Vidricksen, Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jamie R. Doss, County Clerk

# SECTION 1 - GENERAL

## 1.1 SCOPE

Work shall consist of furnishing all necessary labor, material, equipment, and supervision required to complete the following scope of work and as described in the Construction Drawings:

### **Livestock & Expo Center Exterior Electrical Improvements – Barn 1 and Barn 2**

#### Project Scope:

- Remove power pole and all associated hardware and coordinate with civil contractor to fill the remaining hole.
- Remove overhead conductors back to source for conductors serving electrical panels, remove all associated conduit and conductors from weatherhead to the main panel.
- Remove weatherhead and associated equipment.
- Contractor shall field verify existing panel ground configuration. If a system bonding jumper between the ground and neutral bus exists, contractor shall remove the jumper.
- Remove grounding electrode connection between panel neutral and existing building grounding electrode system. As per Hutton plans dated 6-30-23.
- Contractor shall coordinate with Evergy for installation of new services equipment, metering, and conductors. All new Evergy installations shall comply with Evergy's electric service standards.
- All proposed conduit routings shall be field verified.
- Location of new 200A meter to serve Barn 2. Providing grounding and bonding per NEC 250 and Evergy for meter and new disconnect. As per Hutton plans dated 6-30-23.
- Provide 1 NEMA 3R, 600V, 200A disconnect. Disconnect shall be fused and suitable for use as a service equipment. Coordinate connection of disconnect to meter with Evergy.
- Location of new pole mounted transformer. As per Hutton plans dated 6-30-23.
- Provide one (1) new weatherhead on the roof and conduit to the meter. Refer to sheet E5.0 Electrical service riser diagram for specific connections in Hutton plans dated 6-30-23.
- Provide three (3) #3/0 and one (1) #4 green CU ground conductors in 2" conduit from meter to panel A in Barn 2. Approximate location of panel A and conduit routing are shown in Hutton plans dated 6-30-23.
- Provide new weather head on roof of Barn 1 and conduit from weatherhead to CT cabinet.
- Provide one (1) NEMA 3R, 600V, 800A Disconnect. Disconnect shall be fused and suitable for use as a service equipment. Coordinate connection of disconnect to the new meter and CT cabinet with Evergy.
- Provide two (2) sets of three (3) 600 KCMIL conductors and #1/0 CU green ground wires in 3" conduit from 800A disconnect switch to MDP.
- Provide #3/0 CU grounding electrode conductor in schedule 40 PVC conduit from service disconnect neutral to the existing grounding electrode system at the MDP.
- Provide #4 CU grounding electrode conductor in schedule 40 PVC conduit from service disconnect neutral to the existing to the existing grounding electrode system at Panel A.
- Location of new 800A meter to serve Barn 1. Providing grounding and bonding per NEC 250 and Evergy for the meter and new disconnect as per Hutton plans dated 6-30-23.
- Provide service weatherhead and mast.
- Evergy supplies service conductors.

Provide C/T cabinet. C/T cabinet shall be approved by Evergy. C/T's and CT wiring will be provided by Evergy.

Provide meter socket. Meter will be provided by Evergy.

Provide conductor from Evergy point of delivery to respective equipment as per Hutton plans dated 6-30-23.

## 1.2 LOCATIONS

All work to be done on property owned or controlled by Saline County, Kansas located at 900 Greeley Ave. Salina, Kansas.

## 1.3 SALES TAX EXEMPTION

Applicable bid items, such as materials, services and equipment incorporated into this project, will be exempt from the payment of sales tax under the laws of the State of Kansas, and such sales tax shall not be included in the proposals of the bidders. Saline County, when requested, will provide the Contractor with a proper exemption certification number. Upon issuance of a proper exemption certification number to the Contractor, he shall assume full responsibility for his own proper use of the number and shall pay all costs of any legally assessed penalties relating to his improper use of the exemption number.

## 1.4 CLEANUP OPERATIONS

The Contractor shall, at his own expense, clean up and remove all refuse and unused material of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after requested by the County, the work may be done by Saline County and the cost thereof is charged to the Contractor.

## 1.5 SCHEDULE OF WORK

The Contractor shall provide Saline County a schedule of work prior to the start of the project. If during the progress of the work the schedule changes, the Contractor shall notify the County of such changes in advance. Work is to progress in accordance with the project schedule which will be updated periodically to reflect the progress of the work. Except when Subcontractor notifies Saline County in writing in sufficient time to remedy the conflict, Subcontractor agrees to provide adequate manpower and supervision necessary to comply with the progress schedule.

## 1.6 PAYMENT

Payment for work performed by the Contractor under these specifications will be made at the approved contract unit price for each of the units listed in the proposal and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing all operations necessary to complete the items in

accordance with the specifications. The Contractor, without additional cost to Saline County, shall accomplish all incidental work essential to the completion of the project in a workmanlike manner including cleanup of waste material.

## 1.7 INSURANCE

Unless specifically waived in writing, the County will require that the Subcontractor provide certificates of insurance to assure that risks are prudently protected and the County's insurance program will not be adversely impacted losses or claims attributed to the contractor's operations, products, activities or services for the County.

- a. Certificates of insurance shall be provided by the successful bidder to the County Administrator to be kept on file with the bid documents.
- b. Construction and service contractors shall provide evidence of commercial general liability, workers' compensation and automobile liability coverage.
- c. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, workers' compensation and automobile liability coverage.
- d. The certificate of insurance shall be issued to:  
Saline County Administrator  
300 W. Ash  
P.O. Box 5040  
Salina KS 67402
- e. The certificate should evidence a thirty (30) day cancellation clause and the inclusion of the BOCC, Saline County, Kansas, its officers, commissions, agents and employees as additional insured's.

## 1.8 BONDS

Bid security may be required when bids are being solicited for goods or services. Bid security shall be a bond provided by a surety company authorized to do business in Kansas or the equivalent in cash or otherwise provided in a form satisfactory to the BOCC. When a bid security is required, noncompliance shall result in rejection of the bid. If a bidder is permitted to withdraw their bid prior to an award, but after opening of bids, no action shall be held against the bidder or the bid security. When bid security is specified in the bid document and a contract is awarded, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

- a. Bid Bonds used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the County.

- b. Performance Bonds used when a guarantee is required to ensure that a firm or individual that has entered into contract with the County will complete the project within the terms of the agreement.
- c. Labor and Material Payment Bonds (Statutory Bond) used for all contracts exceeding \$5,000.00 entered into by the County for the purpose of making public improvement, constructing any public building or making repairs on same. The bonds are required by KSA 60-1111 and insure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. These bonds are issued in favor of Saline County and are filed with the Clerk of the District Court. The cost of filing the bond is the Contractors responsibility.

Nothing in this section shall be construed to limit the authority of the County to require other security in addition to the bonds described above. Unless the bond is statutory, the BOCC may withdraw the requirements for the bond at any time in the purchasing process. Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this Chapter, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due the person in the manner prescribed by Article II of K.S.A. Chapter 60.

## 1.9 AFFIRMATIVE ACTION

Subcontractors must comply with K.S.A. 44-1030 et. seq., the Kansas Act Against Discrimination, which: 1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; 2) require solicitations or advertisements for employees include the phrase, "equal opportunity employer"; and 3) allows the County to terminate their contract for default if provisions of the act are violated.

Saline County will utilize the Kansas Department of Transportation EEO resource manual for contractor found at:

<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/divAdmin/Documents/EEOContractComplianceManual.pdf>

## 1.10 KANSAS CASH BASIS LAW

This contract/agreement shall be subject to the Kansas Cash Basis Law

## 1.10 CONTRACT AMOUNT

Total contract \$54,550.00


RECOMMENDATION OF BID AWARD

TO: Board of County Commissioners  
FROM: Administrative Resource Center  
RE: Exterior Electric Improvements for Barn 1 and 2  
DATE: September 19<sup>th</sup>, 2023

Our recommendation of award is hereby submitted for your approval to award the bid for exterior electric improvements for Barn 1 and 2 to DRCL Electric in the amount of \$54,550.00.

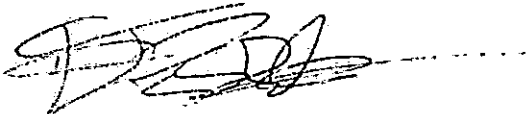
9-19-2023

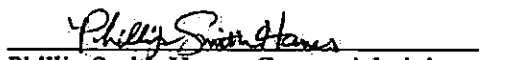
Date

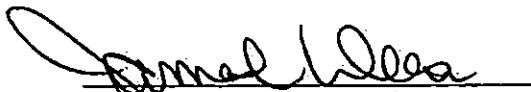
  
Robert Vidricksen II, Chairman

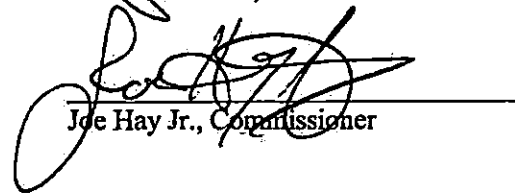
  
Monte Shadwick, Vice-Chairman

  
Rodger Sparks, Secretary

  
David Flaherty II, Expo Center Director

  
Phillip Smith-Hanes, County Administrator

  
James L. Weese, Commissioner

  
Joe Hay Jr., Commissioner