

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS **Friday, April 3, 2020 10:00 AM**

- I. Meeting called to order**
 - a. Pledge of Allegiance
- II. Business from a previous meeting**
 - a. **Approval of consent agenda**
 - i. Consent agenda additions or deletions
 1. Approval of the **March 27, 2020** minutes of the Board of County Commissioners, and
 2. Approval of the March 27, 2020 minutes of the Board of County Commissioner Special Meeting, and
 3. Approval of the March 30, 2020 minutes of the Board of County Commissioners Special Meeting, and
 4. Authorizing the Chairman to sign the previous week's vouchers.
 - b. **Signing of motions from the previous meeting**

Motion 20	144	That the consent agenda be approved including: Approval of the March 24, 2020 minutes
Motion 20	145	To open the public hearing on closing and Vacating a Platted Street and Alley in PC Guinn's 1 st Subdivision of the Southeast Quarter of the Southwest Quarter of Section 31, Township 30, Range 24, Crawford County, Kansas
Motion 20	146	To close the public hearing on closing and Vacating a Platted Street and Alley in PC Guinn's 1 st Subdivision of the Southeast Quarter of the Southwest Quarter of Section 31, Township 30, Range 24, Crawford County, Kansas
Motion 20	147	To adopt Resolution #2020-006, A Resolution Closing and Vacating a Platted Street and Alley in PC Guinn's 1 st Subdivision of the Southeast Quarter of the Southwest Quarter of Section 31, Township 30, Range 24, Crawford County, Kansas
Motion 20	148	To approve the publication of the Notice of Intent to Close and Vacate an Unnamed Alley in the Town of Opolis with a Public Hearing set for April 24, 2020 at 10:00 AM
Motion 20	149	To approve the proposal from Cook, Flatt and Strobel Engineers, PA for a routine bridge inspection of the 171 Off-System and 69 R.S. System bridges in the amount of \$19,200.00
Motion 20	150	To approve the Crawford County Administrative Leave policy as presented
Motion 20	151	To approve closing the Courthouse to the public until April 6, 2020

Board of Crawford County Commissioners

Motion 20	152	To recess the meeting for 10 minutes and reconvene by 3:05 PM
Motion 20	153	To recess the meeting for 10 minutes and reconvene by 3:15 PM
Motion 20	154	To recess the meeting for 15 minutes and reconvene by 3:35 PM
Motion 20	155	To approve the Order of the Crawford County Board of Health and Public Health Officer to go into effect March 28, 2020 at 8:00 AM and authorize the Chairman to sign

III. New Business

- a. Scheduled public hearings and opening of announced bid
- b. Proclamations and orders of the Board
- c. Messages from the Crawford County Local Board of Health
- d. Messages from the public
- e. Messages from appointed officials
- f. Messages from other governmental entities
- g. Messages from elected officials
- h. **New Business**
 - i. **Ms. Wicker, Deputy County Clerk**
 1. Presenting the March 2020 Clerk's Report
 - ii. **Mr. Emerson, County Counselor**
 1. Presenting Asphalt Agreement with Heckert Construction Co, Inc.
 - iii. Chairman Blair, Commissioner
 - iv. Mr. Moody, Commissioner
 - v. Mr. Johnson, Commissioner

IV. Old Business

- a. **Old Business**
 - i. Ms. Wicker, Deputy County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Blair, Commissioner
 - iv. Mr. Moody, Commissioner
 - v. Mr. Johnson, Commissioner

V. Future Business and Announcements

- a. **Future Business**
- b. **Announcements**

- i. The Courthouse will be closed to the public until April 6, 2020

VI. Motion for adjournment

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.

Presentation of County Clerk's Report to the Board of County Commissioners confirmation of the same report, the allowance of claims and audit authorizing the issuance of orders (warrants) in payment of the claims allowed including the approval of county payroll.

As provided by Chapter 19-608, K.S.A. 1963, the foregoing report and decision of the County Clerk of claims against Crawford County is hereby presented to your Board of County Commissioners for confirmation, and all claims specified in said report, listed in the County Warrant Register for 2019. The funds listed are all inclusive and are submitted to the Board of County Commissioners on 3/31/2020 as provided by law.

Dept. #	Dept. Name	Net Pay	Deductions Employee + Employer	Total Payroll	End of Month Accounts Payable	Monthly total Account Payable	Total Expenses For Month
30	Ambulance Service	\$68,931.39	\$28,679.97	\$97,611.36	\$12,795.15	\$37,085.40	\$134,696.76
31	Comm. Corrections	\$21,292.27	\$16,820.56	\$38,112.83	\$8,929.10	\$8,929.10	\$47,041.93
35	Co Attny Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	Clerk Tech Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	Treasurer Tech Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$229.00	\$229.00
61	Reg Deeds Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	Land Records Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	General Fund	\$330,672.95	\$160,530.89	\$491,203.84	\$138,736.16	\$251,624.02	\$742,827.86
107	Lower Eight Preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
108	PHAP BC Pathways Grant	\$2,066.70	\$1,768.77	\$3,835.47	\$0.00	\$0.00	\$3,835.47
109	PHAP Grant	\$6,131.65	\$6,791.57	\$12,923.22	\$0.00	\$0.00	\$12,923.22
110	Health Dept.	\$54,646.79	\$60,754.31	\$115,401.10	\$18,529.47	\$29,813.68	\$145,214.78
111	Health & Family	\$2,248.60	\$750.99	\$2,999.59	\$437.36	\$529.02	\$3,528.61
114	Free To Know	\$7,166.84	\$4,971.72	\$12,138.56	\$558.80	\$565.40	\$12,703.96
116	HERR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
117	Early Intervention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118	Case Management	\$3,261.60	\$2,605.36	\$5,866.96	\$1,040.90	\$1,040.90	\$6,907.86
119	Cancer Prevention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
121	Family Connections	\$788.99	\$401.20	\$1,190.19	\$0.00	\$0.00	\$1,190.19
122	TCM Teen Pregnancy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
123	Covid-19	\$0.00	\$0.00	\$0.00	\$252.23	\$252.23	\$252.23
140	R&B, Spec Brg, Weed	\$95,968.19	\$42,872.78	\$138,840.97	\$34,865.47	\$121,225.24	\$260,066.21
141	Special Bridge Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
142	710th Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
145	Equipment Reserve	\$0.00	\$0.00	\$0.00	\$7,725.00	\$7,725.00	\$7,725.00
179	Driver Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
197	Wireless Phone Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
198	Consolidated 911	\$0.00	\$0.00	\$0.00	\$13,381.28	\$31,210.30	\$31,210.30
200	Employee Benefits	\$0.00	\$383,075.36	\$383,075.36	\$643.75	\$643.75	\$383,719.11
202	Operating Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
203	Office Remodel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
215	Fire District #1	\$570.75	\$102.07	\$672.82	\$6,808.02	\$14,024.55	\$14,697.37
216	Fire Equipment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
220	Fire District #2	\$381.55	\$112.98	\$494.53	\$0.00	\$11.39	\$505.92
222	Fire District #3	\$0.00	\$0.00	\$0.00	\$0.00	\$1,797.84	\$1,797.84
223	Fire District #4	\$0.00	\$0.00	\$0.00	\$987.17	\$2,293.46	\$2,293.46
241	Historical Museum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	RJA reinvestment	\$2,378.46	\$2,946.90	\$5,325.36	\$325.72	\$325.72	\$5,651.08
257	Fiscal Clerk JJA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	JJ RJA 11th Judicial	\$15,932.91	\$14,480.65	\$30,413.56	\$2,424.16	\$3,671.07	\$34,084.63
261	Juvenile Justice JIAS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
262	Environmental LEPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
263	Juvenile Justice	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
264	Local Envrmtl. Prot.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
280	Motor Vehicle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	Parks & Rec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
398	Tourism & Convention	\$5,778.38	\$7,845.58	\$13,623.96	\$51,456.16	\$51,521.32	\$65,145.28
399	Viol. Against Women	\$0.00	\$0.00	\$0.00	\$0.00	\$6,295.00	\$6,295.00
505	Sewer District #2	\$0.00	\$0.00	\$0.00	\$0.00	\$4,453.84	\$4,453.84
516	Sewer District #4	\$172.70	\$46.52	\$219.22	\$185.00	\$186.20	\$405.42
520	Sewer District #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
702	Sewer Franklin Oper #3	\$0.00	\$0.00	\$0.00	\$0.00	\$985.14	\$985.14
991	Mental Health Payroll	\$219,995.23	\$211,916.30	\$431,911.53	\$0.00	\$0.00	\$431,911.53
992	Motor Vehicle Payroll	\$10,290.58	\$5,101.45	\$15,392.03	\$0.00	\$0.00	\$15,392.03
		\$848,676.53	\$952,575.93	\$1,801,252.46	\$300,080.90	\$576,438.57	\$2,377,691.03

Add-On Checks - See Detail on Monthly Reports

Dept. #	Dept. Name	Net Pay	Deductions Employee + Employer	Total Payroll	End of Month Accounts Payable	Monthly Total Accounts Payable	Total Expenses For Month
Add-ons - See Detail on Reports		\$0.00	\$0.00	\$0.00	\$0.00	\$2,053.23	\$2,053.23
Add On Total		\$0.00	\$0.00	\$0.00	\$0.00	\$2,053.23	\$2,053.23

Unposted Checks - See Detail on Montly Reports

Unposted - See Detail on Reports					\$0.00	\$3,781.79	\$3,781.79
						\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$3,781.79	\$3,781.79

Unpost Total

GRAND TOTALS for Warrant Account

\$2,375,962.47

Disbursements

Dept #	Dept. Name	Accounts Payable	Total Expenses
			\$0.00
Total Disbursements			\$0.00

The following warrant numbers are inclusive in the amounts expended above:

03/13/2020	Accounts Payable Numbers	597282-597507
03/13/2020	Payroll Numbers	0
03/13/2020	Disbursement Numbers	0
03/13/2020	Account Payable Add-on Numbers	597508-597514
03/13/2020	Payroll Add-on Numbers	0
03/31/2020	Accounts Payable Numbers	597515-597773
03/31/2020	Payroll Numbers	5977774-597883
03/31/2020	Disbursement Numbers	0
03/31/2020	Account Payable Add-on Numbers	0
03/31/2020	Payroll Add-on Numbers	0

The above listed report of the County Clerk of Crawford County, Kansas dated March 29, 2019 and all the claims listed and is submitted to the Board of County Commissioners. It is hereby moved by Commissioner _____ and seconded by Commissioner _____ that the said report be confirmed and listed in the County Warrant Register for 2019. The amounts are inclusive on this date submitted to the Board of County Commissioners and the County Clerk hereby authorized and ordered to issue a county order (warrant), on said claims to be payable out of the fund designated in the County Warrant Register for 2019, and listed in the said record book.

Motion carried by the following roll call vote:

Ayes: Commissioners: Johnson, Moody, and Blair

Nays:

Dated at Girard, Kansas this

Chairperson _____

Member _____

Member _____

Attest _____

Clerk's Report Change in Expenditures

Dept. #	Dept. Name	Total Payroll	Monthly Total Accounts Payable	Total Expenses For Month	2/28/2020	Difference	Notes
30	Ambulance Service	\$97,611.36	\$37,085.40	\$134,696.76	\$144,386.11	-\$9,689.35	
31	Comm. Corrections	\$38,112.83	\$8,929.10	\$47,041.93	\$55,110.59	-\$8,068.66	
35	Co Attny Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
59	Clerk Tech Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60	Treasurer Tech Fund	\$0.00	\$229.00	\$229.00	\$0.00	\$229.00	
61	Reg Deeds Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
62	Land Records Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
100	General Fund	\$491,203.84	\$251,624.02	\$742,827.86	\$747,873.71	-\$5,045.85	
107	Lower Eight Preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
108	PHAP BC Pathway Grant	\$3,835.47	\$0.00	\$3,835.47	\$3,835.47	\$0.00	
109	PHAP Grant	\$12,923.22	\$0.00	\$12,923.22	\$12,923.22	\$0.00	
110	Health Dept.	\$115,401.10	\$29,813.68	\$145,214.78	\$134,406.23	\$10,808.55	Grant 1817 to Girard Medical
111	Health & Family	\$2,999.59	\$529.02	\$3,528.61	\$3,976.01	-\$447.40	
114	Free To Know	\$12,138.56	\$565.40	\$12,703.96	\$9,903.87	\$2,800.09	Payout of Sick & Vacation
116	HERR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
117	Early Intervention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
118	Case Management	\$5,866.96	\$1,040.90	\$6,907.86	\$7,533.40	-\$625.54	
119	Cancer Prevention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
121	Family Connections	\$1,190.19	\$0.00	\$1,190.19	\$1,190.19	\$0.00	
122	TCM Teen Pregnancy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
123	Covid-19	\$0.00	\$252.23	\$252.23	\$0.00	\$252.23	Added new Covid-19 fund
140	R&B. Spec Brg. Weed	\$138,840.97	\$121,225.24	\$260,066.21	\$273,108.32	-\$13,042.11	
141	Special Bridge Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
142	710th Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
145	Equipment Reserve	\$0.00	\$7,725.00	\$7,725.00	\$0.00	\$7,725.00	
179	Driver Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
197	Wireless Phone Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
198	Consolidated 911	\$0.00	\$31,210.30	\$31,210.30	\$3,411.19	\$27,799.11	Digital Radio Project & Voice Products Recording System/Upgrade
200	Employee Benefits	\$383,075.36	\$643.75	\$383,719.11	\$396,012.31	-\$12,293.20	
202	Operating Reserve Fund	\$0.00	\$0.00	\$0.00	\$155,082.02	-\$155,082.02	
203	Office Remodel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
215	Fire District #1	\$672.82	\$14,024.55	\$14,697.37	\$26,331.02	-\$11,633.65	Reduction in Expenses
216	Fire Equipment Fund	\$0.00	\$0.00	\$0.00	\$6,134.20	-\$6,134.20	
220	Fire District #2	\$494.53	\$11.39	\$505.92	\$1,587.27	-\$1,081.35	Reduction in Expenses
222	Fire District #3	\$0.00	\$1,797.84	\$1,797.84	\$1,617.85	\$179.99	
223	Fire District #4	\$0.00	\$2,293.46	\$2,293.46	\$2,605.51	-\$312.05	
241	Historical Museum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
253	RJA reinvestment	\$5,325.36	\$325.72	\$5,651.08	\$2,926.97	\$2,724.11	Added Full-Time Employee
257	Fiscal Clerk JJA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
260	JJ RJA 11th Judicial	\$30,413.56	\$3,671.07	\$34,084.63	\$33,189.75	\$894.88	
261	Juvenile Justice JIAS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
262	Environmental LEPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
263	Juvenile Justice	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
264	Local Envmntl. Prot.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
280	Motor Vehicle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
355	Parks & Rec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
398	Tourism & Convention	\$13,623.96	\$51,521.32	\$65,145.28	\$31,751.25	\$33,394.03	paid 3rd and 4th quarter of psu intercollegiate athletics transient guest tax
399	Viol. Against Women	\$0.00	\$6,295.00	\$6,295.00	\$0.00	\$6,295.00	quarty payment to Safehouse Crisis Center
505	Sewer District #2	\$0.00	\$4,453.84	\$4,453.84	\$4,990.97	-\$537.13	
516	Sewer District #4	\$219.22	\$186.20	\$405.42	\$3,133.62	-\$2,728.20	
520	Sewer District #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
702	Sewer Franklin Oper #3	\$0.00	\$985.14	\$985.14	\$4,945.74	-\$3,960.60	
991	Mental Health Payroll	\$431,911.53	\$0.00	\$431,911.53	\$466,261.26	-\$34,349.73	
992	Motor Vehicle Payroll	\$15,392.03	\$0.00	\$15,392.03	\$15,844.29	-\$452.26	
		\$1,801,252.46	\$576,438.57	\$2,377,691.03	\$2,550,042.34	-\$172,351.31	

SECTION 00 52 00
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Crawford County, Kansas Engineer's Office ("Owner") and
Heckert Construction Co., Inc. ("Contractor")

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provision of asphaltic concrete material for Crawford County, Kansas Engineer's Office

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide an estimated quantity of 10,000 Tons of asphaltic concrete to be F.O.B. at plant

ARTICLE 3 - Engineer

3.01 The Project has been designed by the City of Pittsburg, Kansas. (Engineer), 201 West 4th Street, Pittsburg, KS 66762 (address), 620-231-4170 (telephone), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Completion of Work*

The Contractor shall provide the materials on a schedule and rate established by the City. The projected schedule is for this work to be performed in April through November of 2020. The estimated rate of delivery is a maximum of 300 tons per day.

The City shall notify the Contractor at least 1 week in advance of the commencement of the project and at least 48 hours of the need for materials during the project.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

ARTICLE 7 – INTEREST

7.01 N/A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Crawford County, Kansas Engineer's Office

By: _____

Title: _____

Attest

Title: _____

Address for giving notices:

111 E. Forest Ave.

Girard, KS 66743

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Hecker Construction Co., Inc.

By: [Signature]

Title: Pres

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Asst. Secretary

Address for giving notices:

746 East 520th Avenue

Pittsburg, KS 66762

License No.: _____

(Where applicable)

Agent for service of process in Kansas:

END OF SECTION