FINANCE COMMITTEE
Monday, July 25, 2022 4:00 PM
Administration Conference Room, City Hall

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals

3. **Action Items**
   A. Approve the minutes for the July 11, 2022, meeting
   B. Approve Work Authorization No. 1 with Environmental Process Systems, Inc. to install the clarifier drive at the wastewater treatment plant (Public Works)

4. **Non-Action Items**

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 7/22/22; 2:08 p.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: July 11, 2022

Department: Public Works

Low Bidder and Contract Amount:

Traffic Safety Corp
2708 47th Avenue
Sacramento, CA 95822

$4,074.40 plus freight

General Scope of Work Description/Project:

Limestone LED Speed Limit signs

There is an existing Radar speed monitoring sign located on Limestone Road. It was installed through a partnership with the City and the National subdivision. There is still complaints related to speeding along that stretch of roadway. The City will utilize the existing radar sign as a pilot program to test the effectiveness of LED speed limit signs. There will be flashing LED lights installed on speed limit signs on either end of the radar sign.

The 2022 Transportation Fund includes $10,000 for street signs, there is capacity in this budget for the expense.

Competitive Purchasing Information: (List bidder, address, and price):

Staff contacted three vendors for LED sign quotes. One company had a long lead time for the LED lights. Traffic Safety Corp was the low bidder with a price of $2,037.20 per sign, with a total cost of $4,074.40.

Project Start Date: 7/1/22 **Estimated Completion Date:** 10/15/22

Budget Account Code: 40-520.07-44-00

Authorization:

☐ City Administrator: Alexa Barton Date: 7/11/22
☐ Department Head: Alysen Mabel 7/11/22
☐ Mayor (if applicable): ____________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: July 1, 2022

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR: **Traffic Safety Corp.**
2708 47th Avenue
Sacramento, CA 95822
Phone: 916-330-1081

SHIP TO: City of Parkville
9300 NW 45 Highway
Parkville, Missouri 64152

INVOICE TO: Parkville City Hall
8880 Clark Ave.
Attn: Richard Wilson
Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of _5_ pages including attachments. Purchaser agrees to pay a **TOTAL PRICE** of **Four thousand seventy-four dollars and 40/100 ($4,074.40)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included separate from the purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through October 15, 2022.

ITEMS:	SCHEDULE OF DELIVERY:
SI-TS40R2118SB Solar LED Flashing Speed Limit Sign (18" x 24"), 24/7, DG3 (25 MPH Speed Limit) Unit Price = $2,037.20 Cost to purchase 2 signs = $4,074.40 *Freight is not included in this price See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements	Streets Maintenance Building, 9300 NW 45 Hwy., Parkville, MO 64152 *Please contact Richard Wilson at 816-768-2933

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order.** Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**TRAFFIC SAFETY CORP. ("Vendor")**
By: Alexa Barton **Alexa Barton**	**By:** [signature]
Title: **City Administrator**	**Title:** Sales/Project Administrator
Date:	**Date:** 7-1-2022

Alyson Makel 7/11/22

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

Finance Committee Meeting
Monday, July 11, 2022 3:30 PM
Board Room, City Hall

Minutes

1. Call to Order

Chair Plumb called the meeting to order at 3:38 p.m. A quorum was present.

Members Present: Chair Greg Plumb, Vice Chair Douglas Wylie, Dean Katerndahl, Bob Bennett (via videoconference) and Philip Wassmer

City Staff Present: City Administrator Alexa Barton, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. Financial Updates

A. **City Administrator Approvals**

Public Works Director Alysen Abel provided an overview of approvals within the city administrator's authority.

B. **First Quarter 2022 General Fund Budget Variance Report**

Assistant to the City Administrator Jeffery Rhodes provided an overview of the first quarter General Fund budget variance report

3. Action Items

A. **Approve the minutes for the May 23, 2022, meeting**

Douglas Wylie moved to approve the minutes for the May 23, 2022, meeting. Philip Wassmer seconded; motion passed 5-0.

B. **Approve a professional services agreement with Strategic Government Resources for council servant leadership training and strategic planning**

City Administrator Alexa Barton said the Board would participate in a two-day strategic planning and servant leadership training in August which would be led by Strategic Government Resources.

Wylie moved to recommend that the Board of Aldermen approve a professional services agreement with Strategic Government Resources for an expanded two-day strategic planning and servant leadership training event in an amount not to exceed $12,800. Wassmer seconded; motion passed 5-0.

C. **Approve a professional services agreement with SFS Architecture for the engineering design of the Veterans Memorial**

Public Works Director Alysen Abel stated that the original agreement was approved in October 2018. Since the approval, the Veterans Committee further defined the project which changed the original scope and fee. She noted that the original scope did not include a parking analysis and SFS Architecture would be more involved with bidding and construction.

Wylie moved to recommend that the Board of Aldermen approve a professional services agreement with SFS Architecture for the engineering design of the Veterans Memorial in English Landing Park in the amount of $50,900, and associated reimbursable expenses in accordance with the milestones listed in the agreement. Wassmer seconded; motion passed 5-0.

D. **Approve Work Authorization No. 13 with BBN Architects for design services for the Farmers Market building**

Public Works Director Alysen Abel said that the original study of the farmers market by BBN Architecture was completed before the trucks hit the farmers market building. Staff was working with the insurance companies for both truck companies and the City. She added that updates would be provided at the joint work session on July 13.

Wylie moved to recommend that the Board of Aldermen approve Work Authorization No. 13 with BBN Architects for design services for the Farmers Market building in the amount of $17,140. Wassmer seconded; motion passed 5-0.

E. **Approve a construction agreement with Havens Construction for the 2022 Sanitary Sewer Program**

Public Works Director Alysen Abel stated that sewer repairs were completed annually and projects were prioritized using data compiled through closed circuit televising of the sewer lines. A bid opening was held on June 7 and four responses were received.

Wylie moved to recommend that the Board of Aldermen approve a construction agreement with Havens Construction for the 2022 Sanitary Sewer Repairs Program in the amount of $189,436. Wassmer seconded; motion passed 5-0.

4. Non-Action Items

A. **Quarterly Projects Update**

Assistant to the City Administrator Jeffery Rhodes provided an overview of projects from the 2022 Capital Improvement Program.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 4:31 p.m.

Submitted by:

________________________ ________________________

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE
Policy Report

Date: July 20, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Work Authorization No. 1 with Environmental Process Systems, Inc. to install the clarifier drive at the wastewater treatment plant (Public Works)

BACKGROUND:
The 2021 Capital Improvement Program includes the replacement of two clarifier drives at the wastewater treatment plant. Due to staff turnover in the Sewer Division, the work was not completed and the project funding was carried over to 2022.

The existing clarifier drive has been experiencing issues recently and required repairs, as a temporary measure to keep it working until the new equipment can be ordered. On July 7, 2022, the City Administrator approved a purchase order with Environmental Process Systems for the purchase of the clarifier and gear box equipment, which have a 12 week lead time, for a total cost of $24,990 for the equipment. Due to the long lead time, it is necessary to have a second set of equipment on hand for repairs to the second clarifier.

The work authorization with Environmental Process Systems includes the installation of one clarifier drive and gear box. The initial purchase order was within the City Administrator's emergency approval. With the additional expense of the installation, the total cost of the project exceeds the maximum emergency expenditure level and now requires Finance Committee and Board of Aldermen approval.

BUDGET IMPACT:
There is $17,000 in the Sewer Fund for the replacement of the clarifier drive. The total cost of the project is $33,961, which includes the purchase of a second set of equipment for the future. In order to provide additional funding to cover this project expense, staff plans on deferring the SCADA System Replacement to 2023.

ALTERNATIVES:
1. Approve the work authorization with Environmental Process Systems for the installation of the clarifier drive and gear box.
2. Provide direction to staff related to the clarifier drive replacement.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the approval of the work authorization with Environmental Process Systems for the installation of a clarifier drive and gear box. The existing drive is over 16 years old and needs to be replaced.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve Work Authorization No. 1 with Environmental Process Systems to install the clarifier drive and gear box at the wastewater treatment plant in the amount of $8,970, for a total project amount of $33,961.

ATTACHMENTS:

1. Work Authorization No. 1

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #1

Date:	August 2, 2022
Issued to:	Environmental & Process Systems, Inc. 11419 Strang Line Road Lenexa, KS 66215

Project/Work Description

Title:	WWTP Clarifier Drive Replacement Q2205-13 Rev.1 (B)
Scope:	Three-man crew for an estimated two-days onsite. Includes crane to pull existing drive & install new drive and gear box.

Schedule and Price

Project Start Date:	August 2, 2022
Estimated Completion Date:	December 31, 2022
Latest Acceptable Date:	December 31, 2022
Estimated Cost:	$8,970.00
Expenditure Limit:	$8,970.00
Budget Account Code:	30-501.04-31-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: ______________________ Signature: ______________________

Company: Environmental & Process Systems, Inc. Date: ______________________

Authorization

Department Head: ______________________ Date: ______________________

Alysen Abel, Public Works Director

City Administrator (if over $2,500): ______________________ Date: ______________________

Alexa Barton, City Administrator

Mayor (if over $10,000): ______________________ Date: ______________________

Dean Katerndahl, Mayor

For Internal Staff Use Only

(initial each item and file with executed work authorization)

___ Employment Eligibility Status Verification (if the cost exceeds $5,000)

___ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

___ Valid business license

Environmental & Process Systems, Inc.
E-Mail:EPSBretO@aol.com
11419 Strang Line Road
Lenexa, Kansas 66215
Phone: 913-338-0311
Fax: 913-338-0353

QUOTATION

TO: Public Works Director
8880 Clark Ave
Parkville, MO 64152
ATTN: Alysen Able
Email: **Aabel@parkvillemo.gov**

Quote No. Q2205-13 Rev.1 (B)
Date: 7/1/2022
Page: 1 of 2

Item	Qty	Description	Unit Price	Net Price
		Section – Parkville, MO – WWTP Clarifier Drive Replacement		
A	1	Three-man crew. Estimated two days onsite. Includes crane to pull old and install new drive & gear box. One day of start-up service by authorized representative. Price reflects replacement of one drive & one gear box.		$ 8,970.00

Total: $ 8,970.00

Not Included:

1) It is Parkville, MO responsibility to drain/power wash basin & equipment that is being replaced.

Per ______________________
Bret Olendorff

TERMS

X 1. Price is F.O.B. Factory
___ 2. Price is F.O.B. Factory, freight allowed.
X 3. Terms of payment Net 30.from the date of Invoice. Partial Invoices are issued for each shipment.
X 4. Price does not include tax, and any applicable tax will not be added to invoice and must be paid direct to the taxing agency by you.
X 5. Price is valid for 30 days.
X 6. A service fee of 2% per month of any unpaid balance will be applicable for each month or portion thereof , and will be due until payment is received.
___ 7. Price includes startup. Trip Day.
___ 8. For startup, add ______________ per day plus expenses.
___ 9. Please issue purchase order to ______________. c/o Environmental & Process Systems.
X 10. Please issue purchase order to Environmental & Process Systems, Inc.
X 11. Additional Terms & Conditions Attached.

WE HOPE WE MAY BE PRIVILEGED TO RECEIVE YOUR ORDER - THANK YOU

Items Ordered: ______________ Total Net Price ______________.

Signed: ______________ Dated: ______________.

ADDITIONAL CONDITIONS

1. Prices are based on direct factory shipments or as noted.
2. The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The seller shall not be liable for any loss or damage for delay or non-delivery due to acts of civil or military authority, acts of the Purchaser or by reason of 'force majeure', which shall be deemed to mean all other causes whatsoever not reasonably within the control of the Seller, including, but not limited to acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lock-outs, or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. The Seller shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason thereof, and receipt by Purchaser shall constitute acceptance of delivery and waiver any clams due to delay.
3. If quantities vary from those indicated we reserve the right to revise our prices. Where a quantity of material is quoted according to our takeoff, such quantity is believed to be accurate but cannot be guaranteed.
4. If an item quoted is not approved by the Consulting Engineer we assume no responsibility to furnish the item manufactured by others.
5. All orders are subject to approval of the purchaser's credit.
6. Our Warranty on equipment and material covered herein is limited to that which is extended by the Manufacturer involved. We shall not be responsible for any damage arising directly or indirectly from the installation or use of this equipment. Copies of Warranty available on request.
7. Any preliminary drawings and illustrative materials herewith show general arrangement and approximate dimensions only. Certified drawings will be submitted after receipt of order if required.
8. No returns for credit will be allowed without specific permission by the Principal involved before such return shipment is made.
9. Any material and/or equipment held at the Purchaser's request from the date of the invoice will be stored at the Purchaser's expense unless otherwise agreed upon. Invoice will be rendered as of the date material is ready for shipment
10. Unless specifically stated herein, all material and/or equipment shall be installed, placed in service by and at the expense and under the exclusive responsibility of the Purchaser.
11. Purchaser shall be responsible for care, maintenance and protection of material and/or equipment after delivery. Purchaser agrees to provide and maintain adequate insurance for equipment and/or material covered herein against loss or damage by fire, explosion or other causes during the time between shipment and final payment in an amount fully protecting Vendor. The title and right of possession to the machinery shall remain with the Seller and the machinery shall remain personal property irrespective of attachment to or location on any foundation or in any structure, until all payments shall have been made in cash. The Purchaser will do all acts necessary to protect the above title and right. In the event of any default by the Purchaser, the Seller shall have the right to repossess the machinery as well as all other rights afforded to a conditional seller under the provisions of the Uniform Conditional Sales Act and any other applicable laws.
12. All agreements are contingent upon strikes, accidents or other causes beyond our control.
13. Interest chargeable at maximum legal rate on past due items still unpaid after 30 days from date of shipment. In addition to the prices and freight specified. Buyer shall pay all sales, consumers, or other taxes lawfully assessed or levied by the United States, a state or political subdivision thereof, or a municipal corporation, which are chargeable specifically to the transaction covered by the contract between Seller and Buyer, as well as additional freight rates and additional costs created by legislation or operation thereof.
14. These terms and conditions shall constitute a part of any contract which may be entered into and shall not be altered, modified, or added to unless specifically and expressly agreed to in writing by Seller, and all oral agreements and representations of Seller shall be embodied in any written contract of which they are a part. No statement, recommendations or assistance made or offered by the Seller or its representative to the Buyer or his representatives, in connection with the use of any products or services sold by the Seller, shall be or constitute a waiver by the Seller of any of the provisions hereof or change the Seller's liability, as herein defined or constitute any guarantee or warranty.

MAINTENANCE AND REPAIR SERVICES

TERMS AND CONDITIONS

1. The term "Contractor" when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project and Waiver and Release of Claims on the form attached hereto as Exhibit "A". The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
3. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the time or price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Maintenance Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City. Contractor's obligation to

indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:

   A. Is licensed to do business in the State of Missouri;
   B. Carries a Best's policy holder rating of A or better; and
   C. Carries at least a Class X financial rating.

   Contractor shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Contractor shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

9. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. All manufacturers' warranties shall be assignable to the City. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change

or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

12. Contractor represents that it is an independent contractor and that no personnel performing any of the services shall be employees of or have any contractual relationship with the City.
13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
17. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
22. The services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.
24. Tax-Exempt Status. The City is a tax-exempt entity and no sales tax shall be charged. If Contractor needs further documentation to furnish to vendors, the City shall reasonably accommodate such requests.

EXHIBIT A

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":____

Description of the "Project": ____

The undersigned hereby applies for payment, certifies and waives bond rights, and all other claims.

Payment Request Amount: $___________________________

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $_____________, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated ___________, 20__.

CONTRACTOR: ____

By:____

Name: _______________________Title: __________________

State of ___________________)

County of __________________)

On this ____________ day of ____________________, 20_____, before me, the undersigned, personally appeared ____, ________________ of ________________________________, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

____

NOTARY SEAL

Notary Public in and for said County and State