CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and J & D Equipment Inc dba American Equipment Company, hereinafter "Vendor" (each individually a “Party” and collectively, the “Parties”). City needs fabrication, installation and repair of new and existing truck-mounted equipment and accessories, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. **PRICE AGREEMENT, ORDERS, AND TERM.** City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is $1,000,000.00. Any order placed under this Agreement beyond the total amount authorized by this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties.

2. **COOPERATIVE PROCUREMENT**

This Agreement is being made based on the cooperative procurement allowed under EV2959 (“Procurement Contract”) between Vendor and the City of Kansas City, Missouri. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

3. **ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

4. **BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City’s Procurement Policy.

5. **PAYMENT.** If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

6. **STANDARD OF CARE.** Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor’s negligence.

7. **TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience

by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

8. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

9. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

10. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11** (**Insurance**).

11. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

12. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

14. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

15. KANSAS ACT AGAINST DISCRIMINATION. ***Unless*** Vendor employs fewer than four (4) employees during the term of this Agreement, or ***unless*** the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than $5,000, ***then*** during the performance of this Agreement, Vendor agrees that:

a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;

d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and

e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

________________________ 20___.

CITY OF OLATHE, KANSAS

By: ___________________________________

Mayor

ATTEST:

____

City Clerk

(SEAL)

APPROVED AS TO FORM:

____

City Attorney or Deputy/Assistant City Attorney

J & D Equipment Inc dba American Equipment Company

By: Ryan Keith

Ryan Keith, Vice President
3250 Harvester Road
Kansas City, KS 66115

Exhibit A
Vendor's Proposal

CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

INVITATION FOR BID

Bid No.: EV2959

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

BID DUE: 07/12/2022* AT 10:00 AM CDT

Ronnell E. Simpson, Sr
Senior Procurement Officer
City of Kansas City, Missouri
6300 East 63th Street
Kansas City, MO 64130
Telephone Number: (816) 513-0805
E-mail: ronnell.simpson@kcmo.org

READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.

- **Bids are subject to all conditions listed on this form and any attachments.**
- **Bids must be on this form 1215-035C.**
- **Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.**

STANDARD INSTRUCTIONS AND CONDITIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. INTENT

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri.

The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint stripers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations.

The list of manufacturers for this equipment may include, but are not to be limited to: Warren, Heil, Leach, Wildcat, Hercules, Vactor, Altec, Duralift, Aquatech, McNeilus, Tesco, Lemco, Vac/All, Vac/Con, Seca 800HPRTV (Camera equip.) Camel Jet, Prentice, Elgin, Henderson, Henke, Boss, Component Technology, Vanir, Hippo Multipower and Force America.
Each response to this bid shall include the Supplier's current product lines, and the supplier shall notify the City Fleet Services Division as any products are brought on or eliminated.

Services to be provided (examples):

1.1 Installation of new bodies and truck operated components
1.2 Transfer and rebuilding of truck bodies and specialty equipment
1.3 Repair and service on upfit hydraulic and electric truck systems
1.4 Fabrication or repair of aftermarket body components.
1.5 Various repair welding and fabrication of truck upfit components.
1.6 Painting or repainting of aftermarket truck bodies.
1.7 All other general service to truck mounted equipment and components

2. AWARD

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder. . (Multiple contracts may be awarded, if it is determined to be in the best interest of the City).

3. RENEWAL OPTIONS

3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.

3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.

4.2 The City department named in the “Ship to Address” on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.

4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date may be considered cancelled and any subsequent deliveries will be refused.

5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. http://www.kcmo.org

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov

7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at http://www.kcmo.org or (816) 513-1135.

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars ($5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:
$1,000,000 Combined Single Limit per Occurrence, and
$2,000,000 aggregate per Occurrence

Automobile Liability:
$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;
Name the City of Kansas City, Missouri as an additional insured; and
Provide cancellation notification to the City thirty (30) days before cancellation.
Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted. Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

16. EMERGENCIES

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.

(d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.

(e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.

(f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.

(g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

17. BID INFORMATION

The public bid opening will be held on **07/11/2022 at 10:00 PM (CDT)** at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.
Senior Procurement Officer
Procurement Services Division
City of Kansas City, Missouri
6300 E. 63rd Street
Kansas City, MO 64130

The bid results will be available thirty (30) days after the bid opening. Please contact Senior Procurement Officer at ronnell.simpson@kcmo.org

18. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr
Senior Procurement Officer

FAX: (816) 513-1156
E-mail: ronnell.simpson*@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB IS **June 06*, 2022 at 10:00 a.m.**

SPECIAL INSTRUCTIONS AND CONDITIONS

1. PRICING AND PAYMENT

1.1 Pricing structure is to be firm and fixed for the period of the contract.
1.2 Prices for goods and services will submitted be as per items listed in PAGE 13.
1.3 Price quotations for parts and quoted components shall be submitted at a "cost +" percentage. The invoiced pricing of these goods shall be supportable at any time via submission of your equipment provider's invoicing, and must be relinquished upon request.
1.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

2. MATERIAL SPECIFICATIONS

All material used will be new. **No** salvaged material is to be used for this Contract except as specified or pre-approved by an authorized City of Kansas City, MO. Fleet Services representative

CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

SPECIFICATIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

2. REPAIR ORDERS

2.1 *Authorization of Work*
All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 *Repair Cost Estimates*

2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to-the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waved for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 *New equipment orders*

2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.

2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.

2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.

2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.

2.3.5 Upfit labor shall be priced as disclosed on the following schedule.

2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valurem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 *Stop Work Orders*

2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.
2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. REPAIR ORDER/INVOICE PAYMENT

3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.
3.2 The vendor shall submit a courtesy invoice for all warrantable and 3rd party payable invoices. The invoice will clearly state $0.00 balance and define the scope of work and repair performed so that we may track the repair.
3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.

3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.
3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. WARRANTY

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. GUARANTEE

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

CLASS/ITEM CODES(S)	ITEM NO.	ITEM AND SPECIFICATION	
		PRICING **WE HAVE READ THE INSTRUCTIONS & CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE**	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	$ 100.00
	2.	EXISITING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	$ 110.00
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	$ N/A
	4.	SERVICE-CALL CHARGE, IF APPLICALBE , FIELD	$ N/A
	5	MILEAGE CHARGE FOR SERVICE CALLS	$ N/A
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED – IF APPLICABLE)	$ 4.50 per hour
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT)	2 %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	30 %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	11 %

CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

____

Percentage Discount: Varies %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:00 p.m.

Holidays and Weekends Varies a.m. to Varies p.m.

Contact Name Ryan Keith

Telephone Number 913-342-1450

Cell Phone Number 816-507-8068

Address of Service Location(s) 3250 Harvester Rd
Kansas City, KS 66115

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 24 Hours

State normal delivery schedule: 8:00am - 3:00pm

State minimum order value to qualify for free delivery: $ 500.00

State cost of delivery if less than minimum order value: $ Varies

CITY OF KANSAS CITY, MISSOURI

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ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The **initial** contract period shall be from August 1, 2022 through July 31, 2023.

2. RENEWAL OPTIONS

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING? YES	NO
2.1	One	August 1, 2023 through July 31, 2024		X
2.2	Two	August 1, 2024 through July 31, 2025		X
2.3	Three	August 1, 2025 through July 31, 2026		X
2.4	Four	August 1, 2026 through July 31, 2027		X
2.5	Five	August 1, 2027 through July 31, 2028		X

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO ______

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4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

* * *

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Ryan Keith

Signature: Ryan Keith

Title: Vice President

Company Name: American Equipment Co.

Address: 3250 Harvester Rd

City, State, Zip: Kansas City, KS 66115

Telephone Number: 913-342-1450

Fax Number: 913-342-1377

E-mail Address: ryan@american-equipment.us

E-mail Address for Purchase Orders: ryan@american-equipment.us

Date: 5/31/22

5. EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT
(Required for any contract with the City of Kansas City, Missouri in excess of $5,000.00)

STATE OF Kansas)
) ss
COUNTY OF Wyandotte)

On this 26th day of May, 2022, before me appeared Luanne Keith, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Office Manager (title) of J&D Equipment Inc dba American Equipment Co (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.

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I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Luanne Kent
Affiant's signature

Subscribed and sworn to before me this 26 day of May, 2022

Suzanne Wendt
Notary Public

My Commission expires: 2-2-2025

Notary Public - State of Kansas
SUZANNE WENDT
My Appointment Expires 2-2-25

CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
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Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

6. NO BID RESPONSE

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Ronnell Simpson **Telephone: (816) 513-0805**
Return by Fax: (816) 513-1156

Number: **EV2260**

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

☐ 1. We are unable to meet the required delivery date.

☐ 2. We cannot provide a product/service to meet the required specifications.

☐ 3. We no longer provide the requested product/service.

☐ 4. We do not represent the required brand name product(s).

☐ 5. The closing date does not allow adequate time to prepare a response.

☐ 6. The specifications are too restrictive.

☐ 7. We have chosen not to do business with the City.

☐ 8. Other (*comment below or provide your response on your company letterhead*).

____

____

Company Name: ______________________ Supplier No.: ______________

Authorized Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________ Telephone No.: ______________

MBE/WBE/DBE Contract Goals Request

Date March 22, 2022
To: Andrea Dorch; Director, Civil Rights & Equal Opportunity Department
From: Ronnell E. Simpson, Sr.

Project Number	Project Name
EV2959	Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories
Contract ID Number	**Solicitation Date:**
EV2959	4/11/2022
Estimated Project Duration:	**Presenting to Council Date:**[1]
1 Year	TBD

Note: Click the box to select

Prevailing Wage	☐ YES	☑ NO	
Contract Category:	☐ Construction ☐ Design Professional ☐ Professional Services ☐ Other (Enter Type):	☐ Design-Build ☑ Other Goods & Services ☐ Facilities Maintenance/Repair	☐ Non-Municipal Agency ☐ Lease ☐ Tenant (MBE/WBE) ☐ Concession
Type:	☑ Original ☐ Amendment No.		
Funding:	☑ City(MBE/WBE) ☐ Other:	☐ Federal (DBE) ☐ Grant#	☐ State (DBE)

Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than $300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work. ☐ Yes ☑ No

☑ Estimated Cost Breakdown attached - Page 2 ☐ List of Required Crafts attached - Page 3

Description of work (Provide details):

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri. The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement. All Work is done by the brand companies.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint stripers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations. we are requesting MBE 0% & WBE 0% goals.

Project Manager: ____________________

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY:

☒ No Goals are set for this Project; OR

☐ The following Goals are approved for this Project ______ % MBE ______ % WBE OR ______ % DBE

Civil Rights & Equal Opportunity Department DocuSigned by: [signature] 33C4DAA9120C4F0... Date: 3/25/2022

[1] Contractor Utilization Plan (CUP) MUST be submitted to CREO KC prior to being posted on docket for review & approval from Council

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

J & D EQUIPMENT, INC.
00431974

was created under the laws of this State on the 3rd day of October, 1996, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of May, 2022.

Jay Ashcroft
Secretary of State

Certification Number: CERT-05252022-0126

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cornerstone Kansas City, LLC
4400 College Blvd. Ste. 350
Overland Park KS 66211

CONTACT NAME: Rita Reckker
PHONE (A/C, No, Ext): (913) 378-1050 FAX (A/C, No): (913) 378-0399
E-MAIL ADDRESS: certificates@ckcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	18988
INSURER B : Accident Fund	12177
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
J&D Equipment, Inc.,
DBA: American Equipment Company
3250 Harvester Road
Kansas City KS 66115

COVERAGES CERTIFICATE NUMBER: CL225431283 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	X		75186209-22	5/6/2022	5/6/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; X SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS	X		51186209-01	5/6/2022	5/6/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $	X		51-186209-02	5/6/2022	5/6/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP 100026900	5/6/2022	5/6/2023	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garagekeepers Liability			51186209-00	5/6/2022	5/6/2023	Deductible: $1,000	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid No: EV2959 Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

City of Kansas City, MO is listed as Additional Insured on the General Liability, Auto Liability and Umbrella Liability. Should any of the above policies cancel prior to renewal, 30 days written notice will be mailed to the Certificate Holder, 10 days for cancellation due to non-payment.

CERTIFICATE HOLDER

Ronnell.Simpson@kcmo.org

City of Kansas City, MO
Attn: Ronnell E. Simpson, Sr
6300 East 63rd Street
Kansas City, MO 64130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Parkhurst/RITA

KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

Letter Id: L0724495616
Date: 26-May-2022
Taxpayer Id: **-***0393

J AND D EQUIPMENT INC
3250 HARVESTER RD
KANSAS CITY KS 66115-1109

TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that J AND D EQUIPMENT INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.

E-Verify

Company ID Number: 180399

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and J&D Equipment Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

Company ID Number: 180399

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J&D Equipment Inc.
Company Facility Address	3250 Harvester Rd Kansas City, KS 66115
Company Alternate Address	
County or Parish	WYANDOTTE
Employer Identification Number	431760393
North American Industry Classification Systems Code	336
Parent Company	J&D Equipment Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: 11-30-23	2. Contract No.: EV2959-1 Effective Date: 12-1-22
3. SPO: Kimberlee Hughes Telephone Number: (816) 513-6028	5. Supplier – Name and Address American Equipment Co. ATTN: Ryan Keith 3250 Harvester Rd Kansas City, KS 66115
4. Issued By **CITY OF KANSAS CITY, MISSOURI** Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories

Contract **EV2959-1** is renewed for one (1) year, at the **existing** pricing level, from **December 1, 2023** to **November 30, 2024** by exercising the **first** option to renew, the authority for which is contained in Exhibit A, Terms And Conditions.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2959-1** remain unchanged.

8. City of Kansas City, Missouri

By: **Kimberlee Hughes**

DocuSigned by:
K J Hughes
C851E0448E2149E...
Senior Procurement Officer

This Day: 2/20/2024

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

   Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: $1,000,000; General Aggregate: $2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

   Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: $500,000.

   Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

   Limits: $500,000 Each Accident/$500,000 Policy Limit/$500,000 Each Employee

4. Professional Liability (***if applicable***): ***Unless excused by the Agreement with the City,*** Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

   Limits: Each Claim: $1,000,000; General Aggregate: $1,000,000.

5. Cyber Insurance (***if applicable***): ***IF*** accessing the City's network or City's data, ***THEN*** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.
Limits: Per claim, each insuring agreement: $1,000,000; Aggregate: $1,000,000.

B. **Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. **Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. **Verification of Coverage**
   1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
   2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
   3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
   4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. **Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. **Subcontractor's Insurance**: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; ***OR*** require each subcontractor not so covered to meet the standards stated herein.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rita Reckker	
Cornerstone Kansas City, LLC 10561 Barkley St Suite 200 Overland Park KS 66212	PHONE (A/C, No, Ext): (913)378-1050	FAX (A/C, No): (913)378-0399
	E-MAIL ADDRESS: certificates@ckcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto-Owners Insurance Company	18988
INSURED	INSURER B : Accident Fund National Ins Co	12305
J&D Equipment, Inc. DBA: American Equipment Company 3250 Harvester Road Kansas City KS 66115	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL245334407 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	X		75186209-24	5/6/2024	5/6/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; X SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS	X		51-186209-01	5/6/2024	5/6/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			51-186209-02	5/6/2024	5/6/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP 100026900	5/6/2024	5/6/2025	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Garagekeepers Liability			51-186209-00	5/6/2024	5/6/2025	Deductible - $1,000	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Olathe is included as an Additional Insured with respects to the General and Auto Liability policies.

CERTIFICATE HOLDER	CANCELLATION
SPine@OLATHEKS.ORG City of Olathe P.O. Box 768 Olathe, KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/RITA