

GENERAL SERVICES CONTRACT

CONTRACT NO. 19009-2/PROJECT NO. 60800042 – SERVICE/MAINTENANCE FOR THE CHLORINE FEED EQUIPMENT & ATMOSPHERIC MONITORING INSTRUMENTATION AT THE WATER TREATMENT PLANT, RENEWAL NO. 2

WATER SERVICES DEPARTMENT

THIS CONTRACT is dated this 12th day of April, 2021 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Durkin Equipment Company, Inc.** (Contractor), whereby Contractor shall provide Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant services to the City in accordance with the terms and conditions contained in this contract.

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment 1, Specification/Scope of Work**, and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days (1 year) thereafter.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$187,374.00. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: Contractor shall invoice monthly for individual parts purchased from the As-Needed Parts List, **Attachment 1**. The contractor's mark-up on these parts shall not exceed 15%. Copies of the Contractor's invoices verifying the mark-up will be required prior to payment. The contractor will also be required to submit the date of purchase was authorized and who authorized it. The total expenditure for these parts shall not exceed the \$16,224.00 allowance. City upon approving the invoice, shall remit payment.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 4. Notices. All notices required by this Contract shall be in writing sent to the following:

City:

Water Services Department
Terry Leeds, P.E.
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0504 Facsimile: (816) 513-0185

Contractor:

Durkin Equipment Company Inc.
Bernie Keusenkothen / Bill Morgan
~~1445 Swift Avenue, North Kansas City, MO 64116~~
Phone: (816)-421-7722 Facsimile: (816)-474-0211
E-mail address: Bernie@DurkinInc.com / bmorgan@processcontrolsolutions.com

12951 Gravois Rd Suite 100
St. Louis MO 63127
314 432-2040 (ph)

All notices are effective a)when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c)upon receipt after dispatch by registered or certified mail, postage prepaid, d)on the next business day if transmitted by overnight courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 7. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment 1, Specification/Scope of Work

Attachment 2, Schedule for Performance

Attachment 3, Bid Form

Attachment 4, 00410.01 Experience Reference Form

Attachment 5, Payment Bond

Attachment 6, Performance Bond

Attachment 7, Employee Eligibility Verification Affidavit

Attachment 8, Non-Construction Application for Payment

Sec. 8. Responsibilities of City. City shall:

- Furnish access to all equipment via the Superintendent of Treatment or authorized representative. Treatment Plant Operators will be provided to bring equipment on and off line as necessary to complete the work.
- At the request of the Contractor, provide a spare parts storage area.
- Evaluate and authorize purchase of as-needed parts prior to purchase.

Sec. 9. Bonds and Surety. Contractor shall furnish a **Payment Bond** and **Performance Bond** to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): _____


CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: Durkin Equip. Co.
 By: Bill Morgan
 Title: CEO
 Date: 2/1/21

(Affix Corporate Seal)

KANSAS CITY, MISSOURI


DocuSigned by:

 By: _____
44458FCE836C4D6...
 Title: Director of Water Services
 Date: 3/31/2021

Approved as to form:

DocuSigned by:


0909E44CF75D420...
 Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:


E0E2BF64764D4B6...
 Director of Finance
 4/12/2021
 (Date)

**PART II
GENERAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Insurance.

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and

additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 5. Term of Contract. This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Payment.

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All

work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract

shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place

and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations

Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. 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. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 19. Assignability & Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 20. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of Contractor in this Contract.

Sec. 21. Rules of Contract Construction.

City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports.

Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices.

All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term.

City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. Employee Eligibility Verification.

If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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).

Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation 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 authorized by the United States Department of Homeland Security to verify

information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_118522_1678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 26. Quality Services Assurance Act.

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 27. Anti-Discrimination Against Israel.

If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ATTACHMENT 1
SPECIFICATIONS/SCOPE OF SERVICES

1. GENERAL: This scope provides for maintenance of the Water Services Department's chlorine and ammonia instrumentation and associated metering equipment located at Water Treatment Plant, 1 NW Braircliff Road. The work covered by these provisions consists of furnishing all labor, equipment, appliances, transportation, supervision, and materials outlined.

2. PAYMENT AND PERFORMANCE BONDS: This contract requires a Payment Bond and Performance Bond to remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work. A Maintenance Bond shall not be required.

3. CONTRACT PERIOD: The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days (1 year) thereafter.

4. SERVICES: The Contractor's qualified service engineer shall provide the following services:
 - A. Maintenance
 1. At regular intervals and as specified in Schedule for Performance, Attachment 2.
 - a) Perform preventative maintenance.
 - b) Maintain all instruments in calibration.
 - c) Furnish and replace all defective parts.
 2. Establish and maintain records for each instrument serviced indicating:
 - a) The time and date of the service performed.
 - b) The name of the qualified service engineering.
 - c) Man-hours and materials expended.
 - d) Special conditions, scheduling information, other notes useful to the contractor and owner.
 - e) Complete required maintenance schedule checklists provided in this Attachment 1, pages 6 through 10, following each periodic maintenance site visit.

5. REGULATIONS: The work performed under this contract must comply with all federal, state and local rules, regulations and laws to include but, not be limited to OSHA and EPA regulations.

6. PERSONNEL: The contractor must have an adequate number of personnel to maintain the equipment in operating condition. The names, pagers, and telephone

numbers of qualified service engineers must be provided for EMERGENCY SERVICE and CRITICAL SERVICE. This information must be kept current. The minimum acceptable number of qualified service technicians shall be two (2).

The term "qualified service engineer" shall be defined to mean experience in the maintenance of 10,000 and 4,000 pound per day chlorinator/evaporator systems as well as other gaseous instrumentation systems associated with water treatment. Additionally, the qualified service engineers shall be factory trained engineers employed by an authorized Severn Trent distributor selling Capitol Controls products, have an associate degree in electronics and a minimum of (4) years of experience in the maintenance of water treatment instrumentation pertaining to chlorine and ammonia feed systems.

No qualified service engineer will be allowed to work on any equipment until he/she has completed the Water Supply Division's Process Safety Management Seminar.

The Water Services Department reserves the right to determine what experience is acceptable and to require any service engineer to submit their qualifications for approval.

All work shall be performed by Contractor's full time personnel. No subcontracted services will be allowed.

7. CHECK IN AND OUT: All contractor's personnel shall check in with the Water Supply:

Plant Manager, Mike Klender

Superintendent, Carl Stepp

or authorized representative

before any work is performed and check out before leaving. Contact information for these individuals will be provided at the pre-work conference. Also, site security requires that all visitors sign in and out at the front or rear gate.

8. SERVICE REPORTS: All service reports shall be initialed by the assistant manager, superintendent, or authorized representative and a copy given to a Water Supply Representative. The service report shall include at a minimum the Periodic Inspection checklist provided for Weekly, Monthly and Quarterly service periods when this work is performed.

9. EQUIPMENT OPERATION: The contractor personnel shall **not** take any equipment off line or put any equipment on line. Equipment status changes shall be performed by a Kansas City Missouri Water Supply Plant Operator. Plant Operators will be provided as needed by contacting the superintendent or Chief Plant Operator.

10. SPARE PARTS: The contractor will purchase and stock an adequate supply of spare parts for covered equipment as determined by the original equipment manufacturer's recommendations and historical usage in an amount no less than 20% of the contract value. Spare parts shall be "on site" within 45 days of contract award. Upon Contractor's request, the owner will provide space for spare parts.

11. REPAIR PARTS AVAILABILITY: The Contractor shall not be responsible for equipment where parts are no longer available from the manufacturer.

12. SUBSTITUTE EQUIPMENT: The Contractor shall, upon owner's request, furnish substitute equipment, at the owner's expense, when repairs to Water Services' equipment cannot be completed promptly.

The owner shall be provided 3 copies of operations and maintenance manuals for new equipment. Within 30 days, as built information shall be provided in writing and drawings, if necessary, for related piping and electrical changes for owners permanent record.

The contractor shall service replaced equipment at no additional cost to the owner.

13. ADDITIONAL EQUIPMENT: Should the owner acquire and install any additional equipment, the contractor shall service the equipment at additional cost to the owner. The rate shall be as established for existing equipment at the time of execution of the contract.

14. CONTRACTOR RESPONSIBILITY: It shall be the responsibility of the Contractor to be aware of the nature, age and state of repair of the equipment to be maintained prior to or at the time of the execution of the contract. It shall be the Contractor's responsibility to assume the maintenance of all the equipment in the contract awarded to it in an "As Is" condition at the beginning of the contract period.

15. CLEANING UP: The Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Volatile waste shall be properly placed in containers and removed daily. An adequate cleanup will be a condition for recommendation of progress payment.

16. INTELLECTUAL PROPERTY RIGHTS: Contract agrees on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to the City all computer programs, documentation, software, and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or relate to any work Contractor or its agents may do on behalf of the City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of the City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the City. Contractor hereby assigns to the City any rights it may have in such copyrightable works. Contractor shall cooperate with the City in obtaining any copyrights or patents.

ANNUAL INSPECTIONS
KCMO WATER
INSTRUMENTATION CONTRACT

Date: _____
Service Rep. _____
KCMO Rep. _____

| Equipment | Location | Range As Found | Range As Left | Operational Status |
|--------------------|------------------------------------------------|-------------------|------------------|-----------------------|
| Barksdale E1H-H250 | CL2 Bldg Evaporator # 1 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Evaporator # 2 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Evaporator # 3 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Evaporator # 4 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-01 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-02 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-03 | _____ | _____ | _____ |
| Ashcroft B424B | CL2 Bldg Feed Room Header EXT-C107-04 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-05 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-06 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Feed Room Header EXT-C107-07 | _____ | _____ | _____ |
| Barksdale E1H-H250 | Rail Car North Wall EXT-C108-01 | _____ | _____ | _____ |
| Barksdale E1H-H250 | Rail Car North Wall EXT-C108-02 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Container Room EXT-C102-01 | _____ | _____ | _____ |
| Ashcroft B424B | CL2 Bldg Container Room MOV-C102-01 | _____ | _____ | _____ |
| Barksdale E1H-H250 | CL2 Bldg Container Room EXT-C102-02 | _____ | _____ | _____ |
| Ashcroft B424B | CL2 Bldg Container Room MOV-C102-02 | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Evaporator # 1 | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Evaporator # 2 | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Container Room North (Header) | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Container Room North (EXT Tank) | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Container Room South (Header) | _____ | _____ | _____ |
| Ashcroft B424T | Secondary Bldg Container Room South (EXT Tank) | _____ | _____ | _____ |

COMMENTS:

KCMO EQUIPMENT LIST

| ITEM NUMBER | MAINTENANCE SCHEDULE | NOMENCLATURE | MODEL # ID# | SERIAL # ID# | FUNCTION | LOCATION |
|-------------|----------------------|------------------------------------------------------------------------|-----------------|---------------|------------------------------|----------|
| 1 | WI | U.S.Filter/R.J. enviromental Scrubbing System and Absorbsion Tanks 1&2 | RJ-2000 | N.A | Chlorine Scrubber Room | 3 |
| 2 | WI | Scrubbing System Control Panel | N.A. | N.A | Electrical Room | 3 |
| 3 | WI | U.S.Filter/R.J. enviromental Scrubbing System and Absorbsion Tanks | N.A. | N.A | Final Chlorination | 1 |
| 4 | WI | Scrubbing System Control Panel | N.A. | SCP-1 | Final Chlorination | 1 |
| 5 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009811 | Chlorinator/Evaporator Room | 3 |
| 6 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009810 | Chlorinator/Evaporator Room | 3 |
| 7 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-010542 | Rail Car Room | 3 |
| 8 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009813 | Rail Car Room | 3 |
| 9 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009814 | Rail Car Room | 3 |
| 10 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009121 | Chlorine Container room | 3 |
| 11 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-008999 | Chlorine Container room | 3 |
| 12 | WC | Industrial Scientific CL2 leak monitor | Works II | 9902116-021 | Chemical Building Basement | 2 |
| 13 | WC | BW Gaspoint CL2 leak monitor | GP-CD | 5-009582 | Chemical Building Basement | 2 |
| 14 | WC | BW Gaspoint CL2 leak monitor | GP-CD | GP509-C101091 | Secondary Bldg. Feed Room | 1 |
| 15 | WC | Capital Controls CL2 leak monitor | | 87140-12 | Secondary BLDG. Container RM | 1 |
| 16 | WC | Industrial Scientific 8 Channel Leak Monitor | 8000 Controller | 78100179-0011 | CL2 Building Electrical Room | 3 |
| 17 | WF | Bailey-Fischer & Porter 10,000 PPD Evaporator | 71V1110B | EVC-C107-01 | Chlorinator/Evaporator Room | 3 |
| 18 | WF | Bailey-Fischer & Porter 10,000 PPD Evaporator | 71V1110B | EVC-C107-02 | Chlorinator/Evaporator Room | 3 |
| 19 | WF | Bailey-Fischer & Porter 10,000 PPD Evaporator | 71V1110B | EVC-C107-03 | Chlorinator/Evaporator Room | 3 |
| 20 | WF | Bailey-Fischer & Porter 10,000 PPD Evaporator | 71V1110B | EVC-C107-04 | Chlorinator/Evaporator Room | 3 |
| 21 | WF | Capitals Controls 8000 PPD Evaportor | VAX4690 | 087140-1/EV-1 | Final Chlorination | 1 |
| 22 | WF | Capitals Controls 8000 PPD Evaportor | VAX4690 | 087140-2/EV-2 | Final Chlorination | 1 |
| 23 | MC | Industrial Scientific16 Channel Leak Monitor | 8000 Controller | 78100179-0021 | 3 Final Basin entrance | 4 |
| 24 | MC | Industrial Scientific16 Channel Leak Monitor | 8000 Controller | 78100179-0021 | Carbol tunnel entrance | 4 |
| 25 | MC | BW Gaspoint CL2 leak monitor | GP-CD | 7 | Carbol tunnel entrance | 4 |
| 26 | MC | BW Gaspoint CL2 leak monitor | GP-CD | 11 | Carbol tunnel entrance | 4 |
| 27 | MC | BW Gaspoint CL2 leak monitor | GP-CD | 19 | Carbol tunnel entrance | 4 |
| 28 | MC | BW Gaspoint CL2 leak monitor | GP-CD | 22 | Carbol tunnel entrance | 4 |
| 29 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 5 | Carbol tunnel entrance | 4 |
| 30 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 9 | Carbol tunnel entrance | 4 |
| 31 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 13 | 3 Final Basin tunnel | 4 |
| 32 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 15 | 3 Final Basin tunnel | 4 |
| 33 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 17 | 3 Final Basin tunnel | 4 |
| 34 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 21 | 3 Final Basin tunnel | 4 |
| 35 | MC | Gas Tech FX C02 leak monitor | FX-C02 | 24 | 3 Final Basin tunnel | 4 |
| 36 | MC | Industrial Scientific LEL leak monitor | 6400 | 6 | Carbol tunnel entrance | 4 |
| 37 | MC | Gas Tech LEL leak monitor | Gas Tech | 10 | Carbol tunnel entrance | 4 |
| ITEM NUMBER | MAINTENANCE SCHEDULE | NOMENCLATURE | MODEL # ID# | SERIAL # ID# | FUNCTION | LOCATION |

KCMO EQUIPMENT LIST

| | | | | | | |
|-------------|----------------------|---------------------------------------------|-------------|---------------|-------------------------------|----------|
| 38 | MC | Industrial Scientific LEL leak monitor | 6400 | 14 | 3 Final Basin tunnel | 4 |
| 39 | MC | Industrial Scientific LEL leak monitor | 6400 | 18 | 3 Final Basin tunnel | 4 |
| 40 | MC | Industrial Scientific LEL leak monitor | 6400 | 25 | 3 Final Basin tunnel | 4 |
| 41 | MC | BW Gaspoint LEL leak monitor | GP-WD | 16 | 3 Final Basin tunnel | 4 |
| 42 | MC | BW Gaspoint LEL leak monitor | GP-WD | 5-009130 | A-House Boiler Room | 5 |
| 43 | MC | BW Gaspoint LEL leak monitor | GP-WD | 5-010386 | Chemical Building Boiler Room | 6 |
| 44 | MC | BW Gaspoint LEL leak monitor | GP-WD | 5-009100 | Chemical Building Boiler Room | 6 |
| 45 | QI | Bailey-Fisher&Porter 10,000 PPD Chlorinator | 70C5525C | CHL-C107-04 | Chlorinator/Evaporator Room | 3 |
| 46 | QI | Bailey-Fisher&Porter 10,000 PPD Chlorinator | 70C5525C | CHL-C107-03 | Chlorinator/Evaporator Room | 3 |
| 47 | QI | Bailey-Fisher&Porter 4,000 PPD Chlorinator | 70C5525C | CHL-C107-02 | Chlorinator/Evaporator Room | 3 |
| 48 | QI | Bailey-Fisher&Porter 4,000 PPD Chlorinator | 70C5525C | CHL-C107-01 | Chlorinator/Evaporator Room | 3 |
| 49 | QI | Bailey-Fisher&Porter PRV | 71P1140 | PCV-C107-04 | Chlorinator/Evaporator Room | 3 |
| 50 | QI | Bailey-Fisher&Porter PRV | 71P1140 | PCV-C107-03 | Chlorinator/Evaporator Room | 3 |
| 51 | QI | Bailey-Fisher&Porter PRV | 71P1140 | PCV-C107-02 | Chlorinator/Evaporator Room | 3 |
| 52 | QI | Bailey-Fisher&Porter PRV | 71P1140 | PCV-C107-01 | Chlorinator/Evaporator Room | 3 |
| 53 | QI | Bailey-Fisher&Porter Ejector | N.A. | CE-C107-04 | Chlorinator/Evaporator Room | 3 |
| 54 | QI | Bailey-Fisher&Porter Ejector | N.A. | CE-C107-03 | Chlorinator/Evaporator Room | 3 |
| 55 | QI | Bailey-Fisher&Porter Ejector | N.A. | CE-C107-02 | Chlorinator/Evaporator Room | 3 |
| 56 | QI | Bailey-Fisher&Porter Ejector | N.A. | CE-C107-01 | Chlorinator/Evaporator Room | 3 |
| 57 | QI | Capitals Controls 8000 PPD Chlorinator | 10341 | 087140-09 | Final Chlorination | 1 |
| 58 | QI | Capitals Controls 8000 PPD Chlorinator | 10342 | 087140-10 | Final Chlorination | 1 |
| 59 | QI | Capitals Controls 8000 PPD Chlorinator | 10343 | 087140-11 | Final Chlorination | 1 |
| 60 | QI | Capitals Controls 8000 PPD Ejector | | N.A | Final Chlorination | 1 |
| 61 | QI | Capitals Controls 8000 PPD Elector | | N.A | Final Chlorination | 1 |
| 62 | QI | ITT Hydramotor PRV and Actuators | N.A. | 9546-04/PCV-1 | Final Chlorination | 1 |
| 63 | QI | ITT Hydramotor PRV and Actuators | N.A. | 9546-26/PCV-2 | Final Chlorination | 1 |
| 64 | QIOC | Jamesbury Valve Actuators | EU-8-01-M | MOV-C108-01 | Chlorine Rail Car | 3 |
| 65 | QIOC | Jamesbury Valve Actuators | EU-8-01-M | MOV-C108-02 | Chlorine Rail Car | 3 |
| 66 | QIOC | Jamesbury Automatic Switchover Valve | EU-8-01-M | MOV-C102-01 | Chlorine Container Room | 3 |
| 67 | QIOC | Jamesbury Automatic Switchover Valve | EU-8-01-M | MOV-C102-02 | Chlorine Container Room | 3 |
| 68 | AC | Force Flow Weighing System | PT 205-5075 | C102-02 | Chlorine Container room | 3 |
| 69 | AC | Force Flow Weighing System | PT 205-5075 | C102-02 | Chlorine Container room | 3 |
| 70 | AC | Barksdale Pressure Switch | E1H-H250 | Evap. #1 | Chlorinator/Evaporator Room | 3 |
| 71 | AC | Barksdale Pressure Switch | E1H-H250 | Evap. #2 | Chlorinator/Evaporator Room | 3 |
| 72 | AC | Barksdale Pressure Switch | E1H-H250 | Evap. #3 | Chlorinator/Evaporator Room | 3 |
| 73 | AC | Barksdale Pressure Switch | E1H-H250 | Evap. #4 | Chlorinator/Evaporator Room | 3 |
| ITEM NUMBER | MAINTENANCE SCHEDULE | NOMENCLATURE | MODEL # ID# | SERIAL # ID# | FUNCTION | LOCATION |
| 74 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-01 | Chlorinator/Evaporator Room | 3 |

KCMO EQUIPMENT LIST

| | | | | | | |
|----|----|---------------------------|----------|-------------|-----------------------------|---|
| 75 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-02 | Chlorinator/Evaporator Room | 3 |
| 76 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-03 | Chlorinator/Evaporator Room | 3 |
| 77 | AC | Ashcroft Pressure Switch | B424B | EXT-C107-04 | Chlorinator/Evaporator Room | 3 |
| 78 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-05 | Chlorinator/Evaporator Room | 3 |
| 79 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-06 | Chlorinator/Evaporator Room | 3 |
| 80 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C107-07 | Chlorinator/Evaporator Room | 3 |
| 81 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C108-01 | Rail Car Room North Wall | 3 |
| 82 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C108-02 | Rail Car Room North Wall | 3 |
| 83 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C102-01 | Chlorine Container Room | 3 |
| 84 | AC | Barksdale Pressure Switch | E1H-H250 | EXT-C102-02 | Chlorine Container Room | 3 |
| 85 | AC | Ashcroft Pressure Switch | B424B | MOV-C102-01 | Chlorine Container Room | 3 |
| 86 | AC | Ashcroft Pressure Switch | B424B | MOV-C102-02 | Chlorine Container Room | 3 |
| 87 | AC | Ashcroft Pressure Switch | B424T | Evap. # 1 | Secondary BLDG.Container Rm | 1 |
| 88 | AC | Ashcroft Pressure Switch | B424T | Evap. #2 | Secondary BLDG.Container Rm | 1 |
| 89 | AC | Ashcroft Pressure Switch | B424T | N.A | Secondary BLDG.Container Rm | 1 |
| 90 | AC | Ashcroft Pressure Switch | B424T | N.A | Secondary BLDG.Container Rm | 1 |
| 91 | AC | Ashcroft Pressure Switch | B424T | N.A | Secondary BLDG.Container Rm | 1 |
| 92 | AC | Ashcroft Pressure Switch | B424T | N.A | Secondary BLDG.Container Rm | 1 |

Schedule Codes:

- AC: Annual Calibration, Repair as needed
- MC: Monthly Calibration, Annual Sensor Replacement, Repair as needed
- QI: Quarterly Inspection, Annual PM/Teardown, Repair as needed
- QCOC: Quarterly Inspection and Operational Check, Repair as needed
- WI: Weekly Inspection, Operational Check, Check Caustic Level, Repairs by change order
- WC: Weekly Calibration, Annual Sensor Replacement, Repairs as needed
- WF: Weekly Flushing, Annual PM/Teardown, Repairs as needed

Location Codes:
(Refer to Plant
Location Insert)

- 1: Filter Building Chlorination and Container Storage
- 2: Chemical Building Retired Container Storage Room
- 3: Chlorination Facility
- 4: Tunnels and Tunnel Entrances
- 5: A House Boiler
- 6: Chemical Building Boiler Room

MONTHLY INSPECTIONS
KCMO WATER
INSTRUMENTATION CONTRACT

Date: _____
Service Rep. _____
KCMO Rep. _____

| Equipment | Location | Serial# / ID# | Operational Status | Replace Sensor |
|----------------------------------------|------------------------------------|---------------|--------------------|----------------|
| BW Gaspoint GP-CD CL2 Monitor | Carbol Tunnel west end | 7 | | |
| BW Gaspoint GP-CD CL2 Monitor | Carbol Tunnel under Carbol House | 11 | | |
| BW Gaspoint GP-CD CL2 Monitor | 3 Final Basin Tunnel NW corner | 19 | | |
| BW Gaspoint GP-CD CL2 Monitor | 3 Final Basin Tunnel SW corner | 22 | | |
| Gas Tech FX CO2 Leak Monitor | Carbol Tunnel west end | 5 | | |
| Gas Tech FX CO2 Leak Monitor | Carbol Tunnel under Carbol House | 9 | | |
| Gas Tech FX CO2 Leak Monitor | 3 Final Basin Tunnel NE corner | 13 | | |
| Gas Tech FX CO2 Leak Monitor | 3 Final Basin Tunnel east center | 15 | | |
| Gas Tech FX CO2 Leak Monitor | 3 Final Basin Tunnel NW corner | 17 | | |
| Gas Tech FX CO2 Leak Monitor | 3 Final Basin Tunnel SW corner | 21 | | |
| Gas Tech FX CO2 Leak Monitor | 3 Final Basin Tunnel west center | 24 | | |
| BW Gaspoint GP-WD LEL Monitor | A House Building Boiler | 5-009130 | | |
| BW Gaspoint GP-WD LEL Monitor | Chemical Building Boiler Room West | 5-010386 | | |
| BW Gaspoint GP-WD LEL Monitor | Chemical Building Boiler Room East | 5-009100 | | |
| Industrial Scientific LEL Leak Monitor | Carbol Tunnel west end | 6 | | |
| Gas Tech LEL Leak Monitor | Carbol Tunnel under Carbol House | 10 | | |
| Industrial Scientific LEL Leak Monitor | 3 Final Basin Tunnel NE corner | 14 | | |
| BW Gaspoint GP-WD LEL Monitor | 3 Final Basin Tunnel east center | 16 | | |
| Industrial Scientific LEL Leak Monitor | 3 Final Basin Tunnel NW corner | 18 | | |
| Industrial Scientific LEL Leak Monitor | 3 Final Basin Tunnel west center | 25 | | |
| Industrial Scientific 8000 Controller | 3 Final Basin top at entrance | | | |
| Industrial Scientific 8000 Controller | Carbol Tunnel entrance to ladder | | | |

COMMENTS:

SENSOR REPLACEMENT
KCMO WATER
INSTRUMENTATION CONTRACT

FROM:
TO:

| Equipment | Location | Serial# / ID# | Part Number | Date Replaced |
|---------------------------|---------------------------------------------------|---------------|---------------|---------------|
| BW Gaspoint CL2 | Carbol Tunnel west end | 7 | PS-RC01 | |
| BW Gaspoint CL2 | Carbol Tunnel under Carbol House | 11 | PS-RC01 | |
| BW Gaspoint CL2 | 3 Final Basin Tunnel NW corner | 19 | PS-RC01 | |
| BW Gaspoint CL2 | 3 Final Basin Tunnel SW corner | 22 | PS-RC01 | |
| GasTech FXC02 | Carbol Tunnel west end | 5 | 78100692-0415 | |
| GasTech FXC02 | Carbol Tunnel under Carbol House | 9 | 78100692-0415 | |
| GasTech FXC02 | 3 Final Basin Tunnel NE corner | 13 | 78100692-0415 | |
| GasTech FXC02 | 3 Final Basin Tunnel east center | 15 | 78100692-0415 | |
| GasTech FXC02 | 3 Final Basin Tunnel NW corner | 17 | 78100692-0415 | |
| GasTech FXC02 | 3 Final Basin Tunnel SW corner | 21 | 78100692-0415 | |
| GasTech FXC02 | 3 Final Basin Tunnel west center | 24 | 78100692-0415 | |
| BW Gaspoint LEL | A House Building Boiler | 5-009130 | SR-W04 | |
| BW Gaspoint LEL | Chemical Building Boiler Room | 5-010386 | SR-W04 | |
| BW Gaspoint LEL | Chemical Building Boiler Room | 5-009100 | SR-W04 | |
| Industrial Scientific LEL | Carbol Tunnel west end | 6 | 7700-9355 | |
| GasTech LEL | Carbol Tunnel under Carbol House | 10 | 61-0021-01 | |
| Industrial Scientific LEL | 3 Final Basin Tunnel NE corner | 14 | 7700-9355 | |
| BW Gaspoint LEL | 3 Final Basin Tunnel east center | 16 | SR-W04 | |
| Industrial Scientific LEL | 3 Final Basin Tunnel NW corner | 18 | 7700-9355 | |
| Industrial Scientific LEL | 3 Final Basin Tunnel west center | 25 | 7700-9355 | |
| BW Gaspoint CL2 | Chlorinator/Evaporator Room (east wall) | 5-009811 | PS-RC01 | |
| BW Gaspoint CL2 | Chlorinator/Evaporator Room (west wall) | 5-009810 | PS-RC01 | |
| BW Gaspoint CL2 | Rail Car Unloading Room (west side) | 5-009814 | PS-RC01 | |
| BW Gaspoint CL2 | Rail Car Unloading Room (east side) | 5-010542 | PS-RC01 | |
| BW Gaspoint CL2 | Rail Car Unloading Room (north wall) | 5-009813 | PS-RC01 | |
| BW Gaspoint CL2 | CL2 Building, Container Room (container manifold) | 5-008999 | PS-RC01 | |
| BW Gaspoint CL2 | CL2 Building, Container Room (south wall) | 5-009121 | PS-RC01 | |
| Industrial Scientific CL2 | Chemical Building Old Container Room (south wall) | 9902116-021 | 1704-1914 | |
| BW Gaspoint CL2 | Chemical Building Old Container Room (north wall) | 5-009582 | 1704-1914 | |
| BW Gaspoint CL2 | Secondary Building Evaporator/Chlorinator Room | GP509-C01091 | 1704-1914 | |
| Capital Controls CL2 | Secondary Building Container Room | 87140-12 | BM5415 | |

WEEKLY INSPECTIONS
KCMO WATER
INSTRUMENTATION CONTRACT

Date _____
Service Rep. _____
KCMO Rep. _____

| Equipment | Location | Serial# / ID# | Operational Status | Replace Sensor |
|------------------------------------------|---------------------------------------------------|---------------|--------------------|----------------|
| BW Gaspoint Chlorine leak monitor | Chlorinator/Evaporator Room (east wall) | 5-009811 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | Chlorinator/Evaporator Room (west wall) | 5-009810 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | Rail Car Unloading Room (west side) | 5-009814 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | Rail Car Unloading Room (east side) | 5-010542 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | Rail Car Unloading Room (north wall) | 5-009813 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | CL2 Building, Container Room (container manifold) | 5-008999 | _____ | _____ |
| BW Gaspoint Chlorine leak monitor | CL2 Building, Container Room (south wall) | 5-009121 | _____ | _____ |
| Bailey Fisher & Porter Evaporator | Chlorinator/Evaporator Room | EVC-C107-01 | _____ | _____ |
| Bailey Fisher & Porter Evaporator | Chlorinator/Evaporator Room | EVC-C107-02 | _____ | _____ |
| Bailey Fisher & Porter Evaporator | Chlorinator/Evaporator Room | EVC-C107-03 | _____ | _____ |
| Bailey Fisher & Porter Evaporator | Chlorinator/Evaporator Room | EVC-C107-04 | _____ | _____ |
| US Filter/RJ Environmental Tank | CL2 Building Scrubber Room | Tank 1 | _____ | _____ |
| US Filter/RJ Environmental Tank Aux Tank | CL2 Building Scrubber Room | Tank 2 | _____ | _____ |
| Scrubbing System Control Panel | CL2 Building Electrical Room | | _____ | _____ |
| Industrial Scientific CL2 Leak Monitor | Chemical Building Old Container Room (south wall) | 9902116-021 | _____ | _____ |
| Industrial Scientific CL2 Leak Monitor | Chemical Building Old Container Room (north wall) | 9902116-024 | _____ | _____ |
| Industrial Scientific CL2 Leak Monitor | Secondary Building Evaporator/Chlorinator Room | 009135-009 | _____ | _____ |
| Capital Controls CL2 Leak Monitor | Secondary Building Container Room | 87140-12 | _____ | _____ |
| Capital Controls 8000 PPD Evaporator | Secondary Building Evaporator/Chlorinator Room | 087140-1/EV-1 | _____ | _____ |
| Capital Controls 8000 PPD Evaporator | Secondary Building Evaporator/Chlorinator Room | 087140-2/EV-2 | _____ | _____ |
| US Filter/RJ Environmental Tank | Secondary Building Scrubber Room | Tank 1 | _____ | _____ |
| Scrubbing System Control Panel | Secondary Building Scrubber Room | | _____ | _____ |

COMMENTS:

KCMO WATER
ANNUAL CONSUMIABLE PARTS USAGE

| Quantity | Equipment | Part Number | Description | Quantity Used |
|----------|-----------------------------------------------------|-------------|----------------|---------------|
| 4 | F&P Evaporator | 649B032U01 | Anodes | 16 |
| | | 333C090122 | Lead Gasket | 4 |
| | | 104B025U02 | Grommet | 16 |
| | | 333C073Q20 | Gasket | 8 |
| | | R-1020 | Lead Gasket | 8 |
| 4 | F&P Chlorinator Vacuum Regulator | 425B006U03 | Diaphragm | 4 |
| | | 101W711U01 | O-Ring | 8 |
| | | 101W907U01 | O-Ring | 4 |
| | | 101W721U01 | O-Ring | 12 |
| | | 101W714U01 | O-Ring | 4 |
| | | 101W727U01 | O-Ring | 4 |
| | | 101W805U01 | O-Ring | 4 |
| | | 101W807U01 | O-Ring | 4 |
| | | 333C349L22 | Lead gasket | 4 |
| | | R-1020 | Lead gasket | 4 |
| 4 | F&P Differtetal Pressure Regulator | 425B006U03 | Diaphragm | 4 |
| | | 101W720U01 | O-Ring | 8 |
| | | 101W802U01 | O-Ring | 4 |
| | | 101W807U01 | O-Ring | 8 |
| | | 333C135P30 | Gasket | 4 |
| | | 333C072P30 | Gasket | 4 |
| 4 | F&P Vacuum Stabilizing Value | 425B141U01 | Diaphragm | 4 |
| | | 101W732U01 | O-Ring | 4 |
| | | 101W802U01 | O-Ring | 4 |
| | | 101W807U01 | O-Ring | 4 |
| | | 668A355U01 | Plug Valve | As needed 4 |
| | | 668A357U01 | Bonnet Valve | As needed 4 |
| 4 | F&P Metering Tube | 101A727U01 | O-Ring | 8 |
| | | 101W802U01 | O-Ring | As needed 4 |
| | | 101W803U01 | O-Ring | 4 |
| | | 101W805U01 | O-Ring | 4 |
| | | 101A807U01 | O-Ring | 4 |
| | | 101W812U01 | O-Ring | 4 |
| 4 | F&P Automatic Rate Valve | 101A723U01 | O-Ring | 4 |
| | | 101A802U01 | O-Ring | 8 |
| | | 101A807U01 | O-Ring | 12 |
| | | 614B780U01 | Valve Seal Kit | 4 |
| 4 | F&P Ejectors | 101W919U01 | O-Ring | 8 |
| | | 101W931U01 | O-Ring | 4 |
| | | 101W939U01 | O-Ring | 4 |
| 4 | F&P PRV Valve | 101A712U01 | O-Ring | 4 |
| | | 101A718U01 | O-Ring | 4 |
| | | 425C022Q75 | Diaphragm | 8 |
| | | 333C200L22 | Lead Gasket | 4 |
| | | 333C202P87 | Gasket | 8 |
| 3 | Capital Controls Differential Pressure Regulator | D-110 | Diaphragm | 3 |
| | | OV-11-217 | O-Ring | 3 |
| | | OV-11-141 | O-Ring | 3 |
| | | OV-11-129 | O-Ring | 6 |

KCMO WATER
ANNUAL CONSUMIABLE PARTS USAGE

| Quantity | Equipment | Part Number | Description | Quantity Used |
|----------|------------------------------------|-------------|--------------|---------------|
| 3 | Capital Controls Vacuum Regulator | D-110 | Diaphragm | 3 |
| | | G-124 | Inlet Gasket | 3 |
| | | R-1020 | Lead Gasket | 3 |
| | | R-6785 | Lead Gasket | 3 |
| | | OV-11-022 | O-Ring | 3 |
| | | OV-11-116 | O-Ring | 3 |
| | | OV-11-129 | O-Ring | 3 |
| | | OV-11-130 | O-Ring | 6 |
| | | OV-11-141 | O-Ring | 3 |
| | | OV-11-210 | O-Ring | 3 |
| | | OV-11-214 | O-Ring | 3 |
| | | OV-11-220 | O-Ring | 6 |
| | | OV-11-229 | O-Ring | 6 |
| | | OV-11-332 | O-Ring | 3 |
| 3 | Capital Controls Metering Tube | OV-11-010 | O-Ring | 6 |
| | | OV-11-217 | O-Ring | 6 |
| | | OV-11-223 | O-Ring | 6 |
| | | OV-11-325 | O-Ring | 3 |
| | | OV-11-330 | O-Ring | 3 |
| 3 | Capital Controls Ejectors & Piping | D-117 | O-Ring | 3 |
| | | OV-11-223 | O-Ring | 21 |
| | | OV-11-225 | O-Ring | 3 |
| | | OV-11-227 | O-Ring | 6 |
| | | OV-11-330 | O-Ring | 3 |
| | | OV-11-332 | O-Ring | 6 |
| 2 | Capital Controls Evaporators | R-701 | Anodes | 4 |
| | | T-1081 | Lead Gasket | 2 |
| | | U-1690 | Top Gasket | 2 |
| | | R-1020 | Lead Gasket | 4 |
| 2 | Capital Controls PRV | D-121 | Diaphragm | 2 |
| | | G-135 | Lead Gasket | 4 |
| | | G-136 | Lead Gasket | 2 |
| | | OV-11-114 | O-Ring | 2 |
| | | OV-11-116 | O-Ring | 2 |
| | | OV-11-121 | O-Ring | 4 |
| | | R-1020 | Lead Gasket | 4 |
| 12 | BW Gaspoint CL2 | PS-RC01 | CL2 Sensor | 12 |
| 7 | Gastech FXCO2 | 67-0037-01 | CO2 Sensor | 7 |
| 4 | BW Gaspoint LEL | SR-W04 | LEL Sensor | 3 |
| 4 | Industrial Scientific LEL | 7700-9355 | LEL Sensor | 4 |
| 1 | Gastech LEL | 61-0021-01 | LEL Sensor | 1 |
| 1 | Industrial Scientific CL2 | 1704-1914 | CL2 Sensor | 3 |
| 1 | Capital Controls CL2 | BM5415 | CL2 Sensor | 1 |

QUARTERLY INSPECTIONS
KCMO WATER
INSTRUMENTATION CONTRACT

Date: _____
Service Rep. _____
KCMO Rep. _____

| Equipment | Location | Serial# / ID# | Operational Status |
|-------------------------------------------------|------------------------------------------------|----------------------|--------------------|
| RCSSURE24CCW | Chlorine Rail Car | MOV-C108-01 | _____ |
| RCSSURE24CCW | Chlorine Rail Car | MOV-C108-02 | _____ |
| JamesburyAutomatic Switchover Valve | CL2 Building Container Room | MOV-C102-01 | _____ |
| JamesburyAutomatic Switchover Valve | CL2 Building Container Room | MOV-C102-02 | _____ |
| Bailey Fisher & Porter Ejector #1 | CL2 Building Evaporator/Chlorinator Room | CE-C107-01 | _____ |
| Bailey Fisher & Porter Ejector #2 | CL2 Building Evaporator/Chlorinator Room | CE-C107-02 | _____ |
| Bailey Fisher & Porter Ejector #3 | CL2 Building Evaporator/Chlorinator Room | CE-C107-03 | _____ |
| Bailey Fisher & Porter Ejector #4 | CL2 Building Evaporator/Chlorinator Room | CE-C107-04 | _____ |
| Bailey Fisher & Porter 4,000PPD Chlorinator #1 | CL2 Building Evaporator/Chlorinator Room | 98W02218/CHL-C107-01 | _____ |
| Bailey Fisher & Porter 4,000PPD Chlorinator #2 | CL2 Building Evaporator/Chlorinator Room | 98W02219/CHL-C107-02 | _____ |
| Bailey Fisher & Porter 10,000PPD Chlorinator #3 | CL2 Building Evaporator/Chlorinator Room | 98W02226/CHL-C107-03 | _____ |
| Bailey Fisher & Porter 10,000PPD Chlorinator #4 | CL2 Building Evaporator/Chlorinator Room | 98W02227/CHL-C107-04 | _____ |
| Bailey Fisher & Porter 10,000 PPD Evaporator #1 | CL2 Building Evaporator/Chlorinator Room | 71V1010 | _____ |
| Bailey Fisher & Porter 10,000 PPD Evaporator #2 | CL2 Building Evaporator/Chlorinator Room | 71V1010 | _____ |
| Bailey Fisher & Porter 10,000 PPD Evaporator #3 | CL2 Building Evaporator/Chlorinator Room | 71V1010 | _____ |
| Bailey Fisher & Porter 10,000 PPD Evaporator #4 | CL2 Building Evaporator/Chlorinator Room | 71V1010 | _____ |
| Bailey Fisher & Porter 6,000 PPD PRV #1 | CL2 Building Evaporator/Chlorinator Room | PCV-C107-01 | _____ |
| Bailey Fisher & Porter 6,000 PPD PRV #2 | CL2 Building Evaporator/Chlorinator Room | PCV-C107-02 | _____ |
| Bailey Fisher & Porter 10,000 PPD PRV #3 | CL2 Building Evaporator/Chlorinator Room | PCV-C107-03 | _____ |
| Bailey Fisher & Porter 10,000 PPD PRV #4 | CL2 Building Evaporator/Chlorinator Room | PCV-C107-04 | _____ |
| ITT Hydramotor 8000 PPD PRV #1 | Secondary Building Evaporator/Chlorinator Room | 9546-04/PCV-1 | _____ |
| ITT Hydramotor 8000 PPD PRV #2 | Secondary Building Evaporator/Chlorinator Room | 9546-26/PCV-2 | _____ |
| Capital Controls 8000 PPD Chlorinator #1 | Secondary Building Evaporator/Chlorinator Room | 087140-11/CF-1 | _____ |
| Capital Controls 8000 PPD Chlorinator #2 | Secondary Building Evaporator/Chlorinator Room | 087140-09/CF-2 | _____ |
| Capital Controls 8000 PPD Chlorinator #3 | Secondary Building Evaporator/Chlorinator Room | 087140-09/CF-3 | _____ |
| Capital Controls 8000 PPD Evaporator #1 | Secondary Building Evaporator/Chlorinator Room | VAX4690 | _____ |
| Capital Controls 8000 PPD Evaporator #2 | Secondary Building Evaporator/Chlorinator Room | VAX4690 | _____ |
| Capital Controls 8000 PPD Ejector | Secondary Building Evaporator/Chlorinator Room | 3" Flanged 8,000 PPD | _____ |
| Capital Controls 8000 PPD Ejector | Secondary Building Evaporator/Chlorinator Room | 3" Flanged 8,000 PPD | _____ |

COMMENTS:

ATTACHMENT 2
SCHEDULE FOR PERFORMANCE

1. MANNER AND TIME OF CONDUCTING WORK: All work shall be performed by skilled personnel employed and supervised by the Contractor. Emergency Service shall be available 24 hours a day, 7 days a week. Otherwise, the standard workday is 7:30 a.m. to 4:00 p.m. In order to maintain itemized equipment in working order, all work shall be performed according to the following response schedule:

EMERGENCY SERVICE: Start work on out of service equipment within two (2) hours of being called and continuing until the equipment is back in service or to where parts are needed and not available.

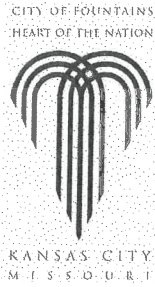
CRITICAL SERVICE: Start work on the out of service equipment on the next standard workday and continuing on each standard workday until the equipment is back in service or to where parts are needed and not available.

SCHEDULED SERVICE: Start and complete work as scheduled on a periodic basis or perform repairs according to a prearranged schedule outlined in Attachment 1.

The City shall contact the contractor according to the information provided in this Schedule for Performance. The City will provide a written e-mail or fax following all verbal requests for services that are not periodic.

2. PREVENTATIVE MAINTENANCE AND CALIBRATION SCHEDULE:

Refer to the Equipment List/Maintenance Schedule in Attachment 1.



ATTACHMENT 3

GENERAL SERVICES CONTRACT BID FORM

Contract No.: 19009-2

Project No.: 60800042

Contract Title: Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2

Bidder: Durkin Equipment Company, Inc.

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$171,150.00

AS-NEEDED PARTS ALLOWANCE \$16,224.00

TOTAL BASE BID PRICE IN WORDS One Hundred Eighty Seven Thousand Three Hundred Seventy-Four Dollars and No/100 (\$187,374.00)

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

| Addendum No. | Dated | Addendum No. | Dated | Addendum No. | Dated |
|--------------|-------|--------------|-------|--------------|-------|
| () | () | () | () | () | () |
| () | () | () | () | () | () |

() () () () () ()

8. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: _____

(Specify)

Legal name and address of Bidder:

Durkin Equip Co.
12951 Gravois Rd.
Suite 100
St. Louis MO 63127

Telephone No. 314 432 2040

Facsimile No: 314 842 8777

E-Mail Address: bmorgan@durkininc.com

Federal Identification Number 43-0996920

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

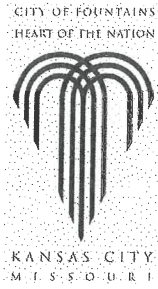
By: Bill Morgan
(Signature)

Bill Morgan
(Print Name)

Title: CEO

Date: 2/1/21

(Attach corporate seal if applicable)



ATTACHMENT 3

GENERAL SERVICES CONTRACT BID FORM

Contract No.: 19009-2

Project No.: 60800042

**Contract Title: Service/Maintenance for the Chlorine Feed Equipment
& Atmospheric Monitoring Instrumentation at the
Water Treatment Plant, Renewal No. 2**

Bidder: Durkin Equipment Company, Inc.

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$171,150.00

AS-NEEDED PARTS ALLOWANCE \$16,224.00

TOTAL BASE BID PRICE IN WORDS One Hundred Eighty Seven Thousand Three Hundred Seventy-Four Dollars and No/100 (\$187,374.00)

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

| Addendum No. | Dated | Addendum No. | Dated | Addendum No. | Dated |
|--------------|-------|--------------|-------|--------------|-------|
| () | () | () | () | () | () |
| () | () | () | () | () | () |

() () () () () ()

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Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: _____

(Specify)

Legal name and address of Bidder:

Durkin Equip. Co.
12951 Gravois Rd.
Suite 100
St. Louis MO 63127

Telephone No. 314 432 2040

Facsimile No: 314 842 8777

E-Mail Address: bmorgan@durkininc.com

Federal Identification Number 430996920

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

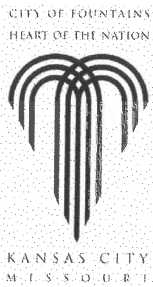
By: Bill Morgan
(Signature)

Bill Morgan
(Print Name)

Title: CEO

Date: 2/1/21

(Attach corporate seal if applicable)



ATTACHMENT 3

GENERAL SERVICES CONTRACT BID FORM

Contract No.: 19009-2

Project No.: 60800042

Contract Title: Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2

Bidder: Durkin Equipment Company, Inc.

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

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AS-NEEDED PARTS ALLOWANCE \$16,224.00

TOTAL BASE BID PRICE IN WORDS One Hundred Eighty Seven Thousand Three Hundred Seventy-Four Dollars and No/100 (\$187,374.00)

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Table with 6 columns: Addendum No., Dated, Addendum No., Dated, Addendum No., Dated. Each cell contains a blank line for input.

() () () () () ()

8. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: _____

(Specify)

Legal name and address of Bidder:

Durkin Equip. Co.
12951 Greengate Rd
Suite 100
St. Louis MO 63127

Telephone No. 314 432 2040

Facsimile No: 314 842 8777

E-Mail Address: bmorgan@durkininc.com

Federal Identification Number 43-0996920

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: 
(Signature)

Bill Morgan
(Print Name)

Title: CEO

Date: 2/1/24

(Attach corporate seal if applicable)



ATTACHMENT 6

PERFORMANCE BOND

Contract Number: 19009-2

Project No. 60800042

Project Title: Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2

KNOW ALL MEN BY THESE PRESENTS: That Durkin Equipment Company, Inc., as PRINCIPAL (CONTRACTOR), and Merchants Bonding Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Hundred Eighty Seven Thousand Three Hundred Seventy-Four Dollars and No/100 (\$187,374.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Contract No. 19009-2, Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 4th day of January, 2021.

CONTRACTOR

Name, address and facsimile number of Contractor

Durkin Equipment Company, Inc.

12951 Gravois Rd.

Suite 100

St. Louis, MO 63127

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: *[Signature]*
Title: CEO

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:
Merchants Bonding Company
6700 Westown Parkway
West Des Moines, IA 50266-7754

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: *[Signature]*
Title: Attorney-in-Fact
Date: January 4th, 2021

(Attach seal and Power of Attorney)

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Denise A Ruoff; Jeffrey Roberts; Ralph T Thomas Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

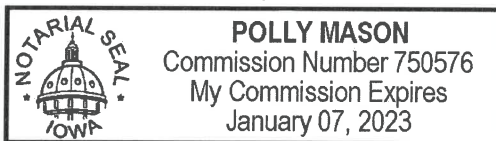


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of January, 2021.



William Warner Jr.
Secretary



ATTACHMENT 5

PAYMENT BOND

Contract Number: 19009-2

Project No. 60800042

Project Title: Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2

KNOW ALL MEN BY THESE PRESENTS: That Durkin Equipment Company, Inc., as PRINCIPAL (CONTRACTOR), and Merchants Bonding Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Hundred Eighty Seven Thousand Three Hundred Seventy-Four Dollars and No/100 (\$187,374.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for **Contract No. 19009-2, Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2**, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any

costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 4th day of January, 2021.

CONTRACTOR

Name, address and facsimile number of Contractor

Durkin Equipment Company, Inc.

12951 Gravois Rd.

Suite 100

St. Louis, MO 63127

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: 

Title: CEO

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Merchants Bonding Company

6700 Westown Parkway

West Des Moines, IA 50266-7754

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Attorney-in-Fact

Date: January 4th, 2021

(Attach seal and Power of Attorney)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Denise A Ruoff; Jeffrey Roberts; Ralph T Thomas Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

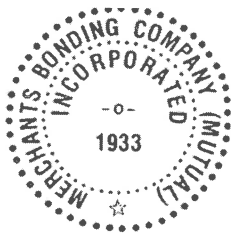
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



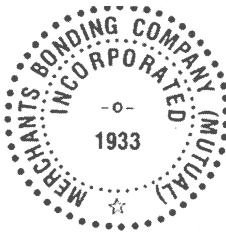
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of January, 2021.



William Warner Jr.
Secretary



ATTACHMENT 4

EXPERIENCE AND REFERENCE SUMMARY

Contract Number: 19009-2 Project No. 60800042

Project Title: Service/Maintenance for the Chlorine Feed Equipment & Atmospheric Monitoring Instrumentation at the Water Treatment Plant, Renewal No. 2

| | |
|------------------------|------------------------------------------------|
| Firm's Legal Name | Durkin Equipment |
| Mailing Address | 12951 Greaves Rd. Suite 100 St. Louis MO 63127 |
| Contact - Name & Email | Bill Morgan bmorgan@durkininc.com |
| Contact - Phone & Fax | 314 432 2040 (P) 314 842 8777 (F) |

| NO. | PROJECT & LOCATION | OWNER NAME & ADDRESS CONTACT & PHONE NUMBER | PROJECT DURATION & DATE COMPLETED | \$ VALUE |
|-----|-------------------------------|------------------------------------------------|--------------------------------------|------------|
| 1. | KCMO Water Treat. Plant | Mike Wender 816 513 5051 | 2020 (1) yr. | 180,168 |
| 2. | | | 2019 (1) yr. | 173,000 |
| 3. | | | 2018 (1) yr. | 165,000 |
| 4. | | | 2017 (1) yr. | 151,882 |
| 5. | | | 2016 (1) yr. | 149,000 |
| 6. | | | 2015 (1) yr. | 148,000 |
| 7. | Water Plant City of Topeka | Harmon Wyatt 785 640-6785 | 15 yrs. | \$75K-150K |

ATTACHMENT 7

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On this _____ day of February, 2021 before me appeared William Morgan, 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 CEO (title) of Durkin Equip. 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.

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.

Alma Meyer
Affiant's signature

Subscribed and sworn to before me this 1st day of February, 2021.

Patty A. Midkiff
Notary Public

My Commission expires:

PATTY A. MIDKIFF
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: December 08, 2023
Commission Number: 11468251

Company ID Number: 172973

NOT REPRODUCIBLE WITHOUT THE WRITTEN PERMISSION OF

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Durkin Equipment Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 172973

~~without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.~~

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Durkin Equipment Company

Jere W Fulghum

Name (Please type or print)

Title

Electronically Signed

12/19/2008

Signature

Date

Department of Homeland Security - Verification Division

Company ID Number: 172973

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/19/2008

Signature

Date



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT 8

Project Number _____
Contract Number _____
Project Title _____

Application Number: _____ Final Payment
 Ordinance Number: _____ Date: _____
 City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____
 Application for Work Accomplished: From _____ To: _____
 Name of Kansas City, MO Project Mgr: _____
 Kansas City, MO Contract Administrator: _____

| | | | |
|------------------------------------------------------------|-----|-------|--------|
| Original Contract Amount | [1] | _____ | \$0.00 |
| Net by Amendments ___ through ___ | [2] | _____ | \$0.00 |
| Optional Services Amount in Contract | [3] | _____ | \$0.00 |
| Net by Optional Services Authorizations ___ through ___ | [4] | _____ | \$0.00 |
| Unauthorized Optional Services Amount Remaining (3-4) | [5] | _____ | \$0.00 |
| Maximum Obligation Authorized ((1+2+4) - [3]) | [6] | _____ | \$0.00 |
| Total Work Completed to Date | [7] | _____ | \$0.00 |
| Total Previous Payment Applications | [8] | _____ | \$0.00 |
| PAYMENT DUE CONTRACTOR (7-8) | [9] | _____ | \$0.00 |

Instructions to Design Professional/Contractor:

- Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
- If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
- If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
- Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department
 Name, Project Manager
 4800 E 63rd St
 Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

GENERAL SERVICES CONTRACT

AMENDMENT NO. 1

CONTRACT NO. 19009-2 PROJECT NO. 60800042

**SERVICE/MAINTENANCE FOR THE CHLORINE FEED EQUIPMENT & ATMOSPHERIC
MONITORING INSTRUMENTATION AT THE WATER TREATMENT PLANT, RENEWAL
NO. 2**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Durkin Equipment Company, Inc. (Contractor). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of \$187,374.00; and

WHEREAS, the City desires to execute a No Cost Amendment No. 1 to extend the contract's term by 90 days; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Delete and replace the following section:

a. Delete Sec. 2, Term of Contract, and replace with the following Sec. 2, Term of Contract:

Sec. 2. Term of Contract.

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 455 calendar days thereafter.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this Amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By:

Wm Morgan

Title:

CEO

Date: 3-21-22

KANSAS CITY, MISSOURI

By:

DocuSigned by:
D Matt Bond

44458FCE836C4D6

Title:

Deputy Director

3/25/2022

Date:

Approved as to form:

DocuSigned by:

Mark Jones

Assistant City Attorney

GENERAL SERVICES CONTRACT

AMENDMENT NO. 2

CONTRACT NO. 19009-2 PROJECT NO. 60800042

SERVICE/MAINTENANCE FOR THE CHLORINE FEED EQUIPMENT & ATMOSPHERIC MONITORING INSTRUMENTATION AT THE WATER TREATMENT PLANT, RENEWAL NO. 2

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Durkin Equipment Company, Inc. (Contractor). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of \$187,374.00, and a no-cost Amendment No. 1 on March 25, 2022; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$50,000.00, to amend the total contract amount to \$237,374.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Delete and replace the following section:
 - a. Delete Sec. 3, Compensation, and replace with the following Sec. 3, Compensation:

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$237,374.00. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: Contractor shall invoice monthly for individual parts purchased from the As-Needed Parts List, Attachment 1. The contractor's mark-up on these parts shall not exceed 15%. Copies of the Contractor's invoices verifying the mark-up will be required prior to payment. The contractor will also be required to submit the date of purchase was authorized and who authorized it. The total expenditure for these parts shall not exceed the \$16,224.00 allowance. City upon approving the invoice, shall remit payment.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this Amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)