

GENERAL SERVICES CONTRACT
CONTRACT NO. 6220050029
AVIATION DEPARTMENT

THIS CONTRACT is dated this 1 day of July, 2020 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Illusion Lawn and Landscape LLC. (Contractor), whereby Contractor shall provide landscape & snow removal 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 I**, Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract.

This Contract shall begin on July 1, 2020 and shall end no later than June 30, 2021. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$ 70,000.00 dollars and no cents. Contractor shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **monthly** by email to: Sherri.Gaiser@kcmo.org and Connie.Brown@kcmo.org. The physical address is 601 Brasilia Avenue, KCMO 64153.
- 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 by regular U.S. mail, postage prepaid or commercial overnight courier to the Director if sent to the City and to the person and address listed on the Proposal if to the Contractor. All notices are effective on the date mailed or deposited with courier.

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 I, Scope of Work
- Attachment II, Overhaul Base at KCI- Lawn Service Plan
- Attachment III, Overhaul Base at KCI - Snow Removal Plan
- Attachment IIII, Proposers Price List

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

CONTRACTOR

KANSAS CITY, MISSOURI

I hereby certify that I have authority to execute

By: _____

this document on behalf of Contractor

Title: Director of Aviation

Contractor: Illusion Lawn and Landscape LLC Date: _____

By: Blake Krieger

Title: owner

Approved as to form:

Date: 7/1/2020

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)

**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 affirmative 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 in 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.

Part III

**SUPPLEMENTAL TERMS AND
CONDITIONS TO ALL AIRPORT
AGREEMENTS**

XIII. Assurances.

A. Lessee/Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Lessee/Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Lessee/Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Lease/Contract/Agreement for which the City shall have the right to terminate this Lease/Contract/Agreement and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Lessee/Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Lessee/Contractor to the general public.

D. As part of the consideration of this Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Lessee/Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office

of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

E. As part of the consideration of the Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Lease/Contract/Agreement and for breach thereof the City shall have the right to terminate this Lease/Contract/Agreement and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Lease/Contract/Agreement had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Lessee/Contractor agrees to insert the foregoing six provisions (A-F) in any

Lease/Contract/Agreement by which Lessee/Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Lessee/Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee/Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee/Contractor further agrees that it will require its covered suborganizations to provide assurances to Lessee/Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Lessee/Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Lessee/Contractor, and without interference or hindrance from Lessee/Contractor.

J. The City reserves the right, but is in no way obligated to Lessee/Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee/Contractor in this regard.

K. Lessee/Contractor acknowledges that this Lease/Contract/Agreement is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Lease/Contract/Agreement is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace

above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Lessee/Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Lessee/Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Lessee/Contractor.

N. Lessee/Contractor, by accepting this Lease/Contract/Agreement, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Lessee/Contractor.

O. Lessee/Contractor acknowledges that nothing contained in this Lease/Contract/Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Lease/Contract/Agreement and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over

of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

XIV. Right to Amend.

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee/Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

XV. Immigration Reform and Control Act of 1986.

Lessee/Contractor understands and acknowledges the applicability of the IRCA to it. Lessee/Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Lease/Contract/Agreement and to permit the City to inspect its personnel records to verify such compliance.

XVI. Disadvantaged Business Enterprise Requirements.

To the extent that this Lease/Contract/Agreement is covered by 49 CFR Part 23, Subpart F, Lessee/Contractor agrees that this Lease/Contract/Agreement is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Lessee/Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Lease/Contract/Agreement covered by 49 CFR Part 23, Subpart F.

Lessee/Contractor agrees to include the foregoing statement in any subsequent Lease/Contract/Agreement that it enters and cause those businesses to similarly include said statement in further agreements.

XVII. Restricted Areas/Security.

Lessee/Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee/Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee/Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Lessee/Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Lessee/Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Lessee/Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Lessee/Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee/Contractor that Lessee/Contractor is not authorized to engage in or perform under this Lease/Contract/Agreement unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Lessee/Contractor, its officer, employees, invitees or Lessee/Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee/Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee/Contractor in writing of any claimed violations so as to permit Lessee/Contractor an opportunity to participate in any investigation or proceedings.

XVIII. General Civil Rights Provisions.

The Lessee/Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Lessee/Contractors from the bid/RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

XIX. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Lessee/Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee/Contractor") agrees as follows:

- 1. Compliance with Regulations: The Lessee/Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The Lessee/Contractor, with regard to the work performed by it during the contract, will

not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee/Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The Lessee/Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Lessee/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee/Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Lessee/Contractor's noncompliance with the Non-

discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee/Contractor under the contract until the Lessee/Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Lessee/Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee/Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee/Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee/Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Lessee/Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Attachment I, Scope of Services

Lawn Care

City reserves the right and will have the option, by the Director of Aviation or his designee, to add, delete or modify any items of work identified in this Scope of Services of this Contract. If work is added or deleted from the Contract, the amount due Contractor under this Contract shall be adjusted by Amendment. City shall give Contractor thirty (30) days written notice of any such modifications.

1. The Scope of Work (“Work”) to be performed, as may be amended from time to time by the parties in writing: The Overhaul Base (“Base”) Turf Grass areas immediate to the “Base”; including sidewalk and curb areas, and driveway and parking islands are to be mowed, remote on and off-property areas depicted on attached See attached “Overhaul Base – Mowing Service Plan”.
2. Commencement of Work. Contractor shall commence the Work (i) within 24 hours of being specifically requested to do so by City representative authorized to request the Work required, or (ii) automatically without request when grass height reaches approximately three (3) inches.
3. Areas to be mowed/trimmed. See attached “Kansas City Overhaul Base – Mowing Services Plan”.
4. On Request Additional Services. Contractor may be requested to perform some of the following specified services in addition to mowing services:
 - a. Tree and/or stump removal
 - b. Shrub removal
 - c. Tree ring mulching
 - d. Weed Eating
 - e. Weed Spraying
5. Equipment and Materials. Contractor shall furnish all equipment, vehicles, materials, supplies and labor to perform the Work herein. Contractor shall perform the Work with the best efforts to prevent and interference with the Buildings business operations.
6. Damage/Injury during Work. Contractor shall use care and caution not to damage Building, or any of its associated improvements, i.e. landscaping, signage, lighting, pavements, ect. If any such Building or improvements are damaged or destroyed during the course of Contractor’s work, Contractor shall promptly repair or replace the same, at Contractor’s expense, in a workmen like manner acceptable to City and the Owner. Contractor’s work shall be performed without injuring any persons or damaging any vehicles or personal property. In addition, Contractor shall be solely responsible for all injury to persons and damage to automobiles and property caused by Contractor in the performance of the Work.

Snow Removal

1. The Scope of Work ("Work") to be performed, may be amended from time to time by the parties in writing: The Overhaul Base ("Base") traffic lanes, parking and sidewalk surfaces are to be plowed/shoveled to bare pavement, to the extent reasonably possible. (See attached "Overhaul Base – Snow Removal Plan").

2. Commencement of Work. Contractor shall commence the Work (i) within one hour of being specifically requested to do so by City representative authorized to request the Work required, or (ii) automatically without request when snow accumulation, including snow fall and drifting, reaches two (2) inches.

3. Areas to be plowed/shoveled.

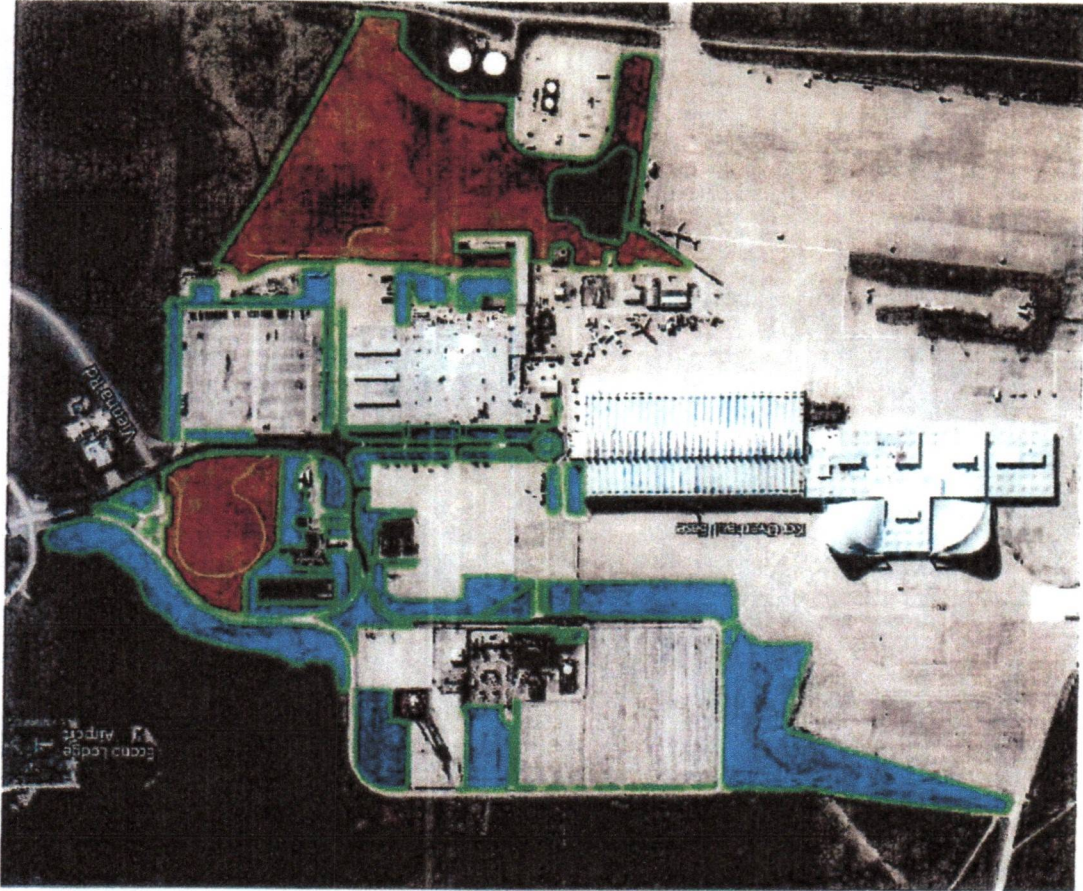
**"Base" – Contractor shall remove ice, snow, and related accumulation from the (i) traffic lanes leading into and out of the Base and roads leading to the buildings, (ii) the parking lots (i.e. Building 2, Middle) and parking lot entrances, to the extent possible, (iii) any pedestrian walkways accessing or connected to each parking lot and entrance to Base. Snow shall not be removed from between adjacent parked vehicles.

4. Equipment and Materials. Contractor shall furnish all equipment, vehicles, materials, supplies and labor to perform the Work herein. Contractor shall perform the Work with best efforts to prevent any interference with the Building's and Base's business operations.

5. Damage/Injury during Work. Contractor shall use care and caution not to damage any buildings, expansion joints, sidewalks, surfaces, curbs, wires, conduits, equipment or other improvements on or adjacent to the parking lots or Building. If any building, expansion joint, sidewalk, surface, curb, wire, conduit, equipment or other improvement is damaged or destroyed during the course of Contractor's work, Contractor shall promptly repair or replace the same, at Contractor's expense, in a workmanlike manner acceptable to City and the Owner. Contractor's work shall be performed as close to parked vehicles as is possible, without injuring any persons or damaging any vehicles or parking lot surfaces. In addition, Contractor shall be solely responsible for all injury to persons and damage to automobiles and property caused by Contractor in the performance of the Work.

6. Use of Salt and Snow Piles. City shall, in its sole discretion, designate on-site areas that may be utilized for snow piles and/or salt/sand storage. If such on-site areas are designated by City, Contractor, to the extent possible, shall push all snow into such areas so as to minimize loss of parking spaces at the parking lots. There will be no salt use at the Base.

Attachment II Overhaul Base Lawn Map



OVERHAUL BASE-SNOW REMOVAL

Attachment III

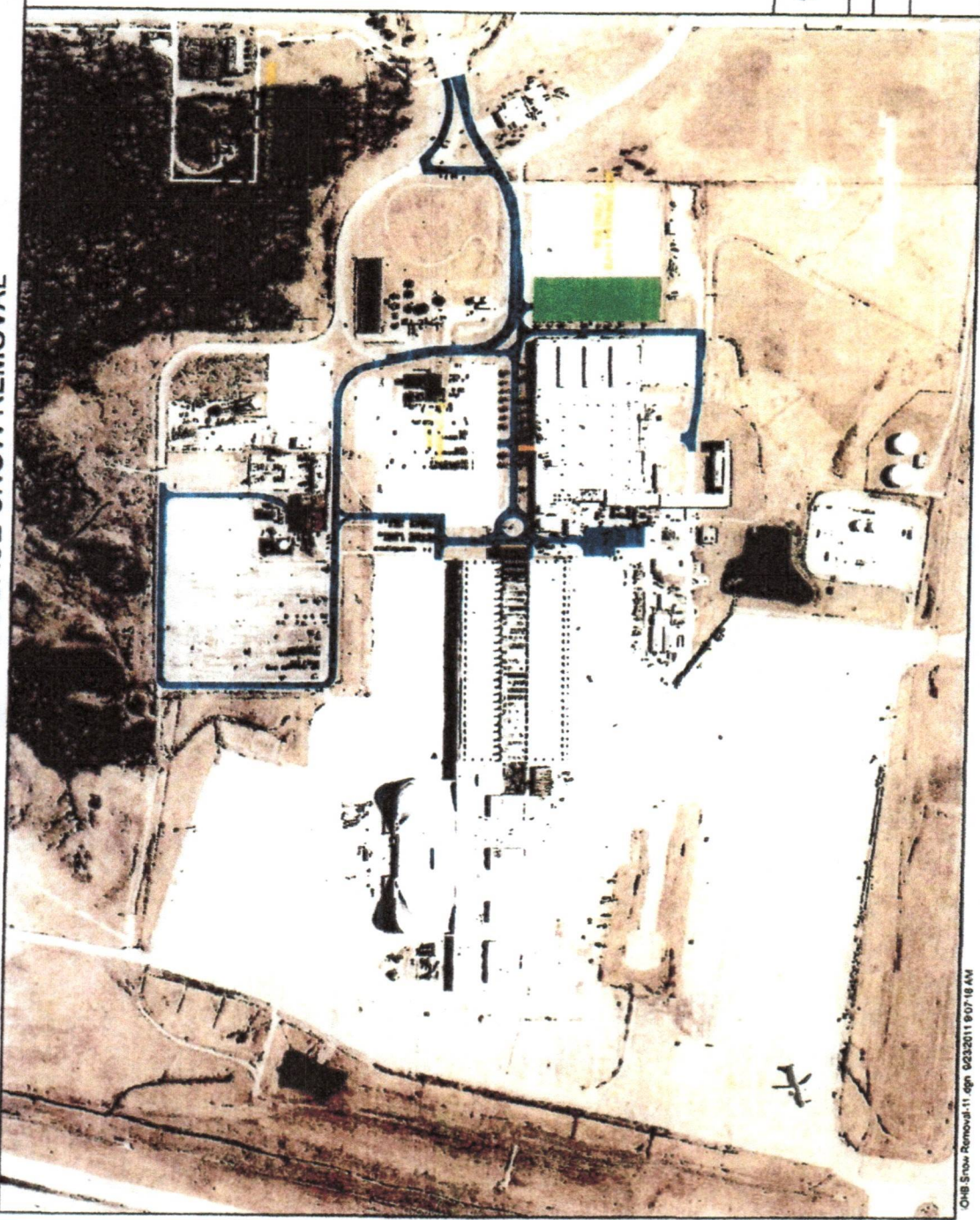
LEGEND

- Roadways
- Bag 2 East Pig Lot
- Acute Pig Lot
- Sidewalks

KANSAS CITY
AVIATION DEPARTMENT

3157 W. 121ST

KANSAS CITY
INTERNATIONAL AIRPORT



CHB Snow Removal 11.dgn 9/23/2011 9:07:18 AM

Attachment III

ILLUSION

Lawn and Landscape
3619 NE 92 Hwy.
Smithville, MO 64089
(816) 215-3939
Illusionlawn@hotmail.com

Bidding To:

Overhaul Base
9200 NW 112th St.
Kansas City, MO 64153

Date: 6/11/20

Details of Bid: Snow bid is for 1"-4" any additional snow will be priced at ¼ the listed price per inch after 4"

<u>Location:</u>	<u>Snow Removal 1-4" "middle lot"</u>	<u>Sand "middle lot"</u>
Overhaul Base	\$795.00	\$440.00
	<u>Snow Removal 1-4" "walks only"</u>	<u>Ice melt "walks only"</u>
	\$435.00	\$375.00
	<u>Snow Removal 1-4" "east building"</u>	<u>Sand "east building"</u>
	\$320.00	\$180.00
	<u>Sand Drive lanes only \$550.00</u>	
	<u>Push drive lanes only during any given storm. Includes all entrances and drive lanes on the property. When snow is completely finished we will clean property 100%.</u>	

\$590.00 per occurrence

Note:

If there is any time snow needs to be moved, such as piles moved or hauling of snow it is priced at \$92.00 per uni loader or dump truck hour.

We have 30 trucks in an 8 mile radius; our response time to a property will be within 20 min. at any time 24/7.

Illusion has removed the snow for 18 years, we are prepared to the up most for any situation, being snow or ice of any amount, and it would be a privilege for the opportunity to serve your property.

This contract is good for one year from the date above if you want a multi year please request.

Thank you,

Blake Krieger (owner)

2020-21 OVERHAUL BASE LANDSCAPE CONTRACT AGREEMENT

This agreement between:
OVERHAUL BASE:

Overhaul Base
9200 NW 112th St.
Kansas City, MO 64153

Hereinafter referred to as the
“Overhaul Base”

Date: 6/11/20
CONTRACTOR:

Illusion Lawn and Landscape LLC
3619 NE 92 Hwy
Smithville, MO 64089

Hereinafter referred to as the
“Contractor”

In consideration of the financial agreement recited in this Agreement between Overhaul Base and the Contractor, the parties agree as follows:

Article I: Statement of Work

The contractor shall furnish all materials, labor, equipment, and services and shall perform all work for the 2020-21 landscape management of Overhaul Base as shown by bid contract.

Article II: Insurance

The Contractor shall be required to carry worker's compensation insurance and liability insurance in order to hold Overhaul Base harmless from any damages or injuries resulting from the performance of duties by the Contractor. The Contractor will furnish: A Certificate of Insurance for workers compensation and liability insurance. Contractor shall carry general compressive liability insurance with limits of \$2,000,000.00.

Article III: Termination of Contract

Overhaul Base may terminate this contract with thirty-days notice in writing for reason of fault by Contractor. If Owner is forced to other means to complete work that has been started by Contractor, but not completed, then all costs incurred shall be deducted from money owed to Contractor.

Article IV: General

- 1) Work to be done as specifications attached and made part of this contract. Contractor to sign and date this contract means obligations will be made to provide service to Overhaul Base.
- 2) Contractor agrees to honor this contract price for a period of **one year 7/1/20-6/30/21.**
- 3) This bid and contract was executed by the owner of Illusion Lawn and Landscape, LLC, Blake Krieger 816-215-3939, email: Illusionlawn@hotmail.com, fax: 816-539-2577. Please contact me with any questions and concerns. Thank you for the opportunity to service your property.

Article V: Contract Price

IN WITNESS WHEREOF, the parties here have executed this Agreement for themselves, their executors, successors, and administrators.

All bids are final unless otherwise stated. All specifications are stated below and as followed.

<u>Service Description:</u>	<u>Freq.</u>	<u>Cost Per:</u>	<u>Annual Cost:</u>
<u>Mow, Trim, Edge and Blow</u>	<u>27</u>	<u>\$1,710</u>	<u>\$46,170</u>
<u>Spring Leaf Clean-Up around all Oak trees</u>	<u>1</u>	<u>\$600</u>	<u>\$600</u>
<u>Fall Leaf Clean-Up around all Oak trees</u>	<u>1</u>	<u>\$600</u>	<u>\$600</u>
<u>Round Up parking lots and designated fenced in areas.</u>	<u>3</u>	<u>\$700</u>	<u>\$2,100</u>

Note:

There is a lot of leaf build up under oak trees, I added the leaf clean up as an additional item.

In mowing bid it includes all grass areas mowed, weedeated and blown on a weekly basis.

Article VI:

Additional Services and Incentives:

- 1) I have several employees within 15 minutes of the property. If there is anything that needs addressed at any time, we are on call.
- 2) Any extra work that needs to be done before an event will be charged at \$45.00 per man hour no limited to any labor needed.
- 3) We have a large hydro mulcher that holds 500 gallon of water any extra power washing that may need done it is always available.
- 4) We have a street sweeper available if needed priced at \$80 per hour.

2020-21 OVERHAUL BASE LANDSCAPE CONTRACT AGREEMENT

This agreement between:
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Overhaul Base
9200 NW 112th St.
Kansas City, MO 64153

Hereinafter referred to as the
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Date: 6/11/20

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Illusion Lawn and Landscape LLC
3619 NE 92 Hwy
Smithville, MO 64089

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- 4) We have a street sweeper available if needed priced at \$80 per hour.



Company ID Number: 13-4278737

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Illusion Lawn and Landscape LLC
Company Facility Address	1541 SW Shaver Rd Plattsburg, MO 64477
Company Alternate Address	
County or Parish	Clinton
Employer Identification Number	13-4278737
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	5-9
Number of Sites Verified for	1



Company ID Number: 13-4278737

Approved by:

Employer Illusion Lawn and Landscape, LLC	
Name (Please Type or Print) Robert B. Krieger	Title
Signature Robert B. Krieger	Date 6/29/20
Department of Homeland Security – Verification Division	
Name (Please Type or Print) Robert B. Krieger	Title
Signature Robert B. Krieger	Date 6/29/20

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 Clay)

On this 1st day of July, 2020 before me appeared Robert B. Krieger, 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 owner (title) of Illusion Lawn and Landscape LLC (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.

Robert B. Kim
Affiant's signature

Subscribed and sworn to before me this 1st day of July, 2020.

Trisha Pyles
Notary Public

My Commission expires: 9/28/2020

TRISHA PYLES
Notary Public - Notary Seal
State of Missouri - Platte County
Commission # 16253447
My Commission Expires 9/28/2020