

## RESOLUTION NO. R-14-15

**A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH ELECTRONIC TECHNOLOGY, INCORPORATED, MERRIAM, KANSAS, FOR THE WELL FIELD FENCING AND SECURITY CAMERAS, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$1,700.00.**

WHEREAS, work under the contract with Electronic Technology Incorporated, Merriam, Kansas, for the Well Field Fencing and Security Cameras, Project WB1486, has been completed to the satisfaction of the Director of Public Works and the City Engineer;

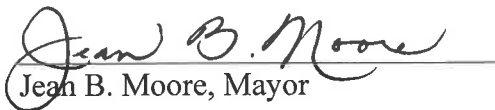
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to accept work under the contract and make final payment as follows:

Original Contract Amount:	\$ 55,640.00
Change Order:	<u>1,731.00</u>
Revised Contract Amount:	\$ 57,371.00
Amount Paid to Date:	<u>55,671.00</u>
<b>Total Amount Due Final Pay:</b>	<b><u>\$ 1,700.00</u></b>

FURTHER, funds for such purpose are authorized from the 2010 Water & Sewer Bonds.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10<sup>th</sup> DAY OF MARCH 2014.

  
Jean B. Moore, Mayor

ATTEST:

  
Cathy Swenson, City Clerk

14-15

M E M O R A N D U M

TO: Kirk L. Davis; City Manager

THROUGH: Tim Nebergall; City Engineer; Director of Public Works

FROM: Glen Whitten; Construction Contracts Administrator

DATE: February 25, 2014

RE: Final Pay, Project WB1486; Well Field Fencing and Security Cameras

Work has been completed on the referenced project and the contractor, Electronic Technology, Inc., Merriam, Kansas has made application for final pay. Staff has conducted a final inspection and determined the work to be completed in a satisfactory manner, in accordance with the specifications.

A financial breakdown is as follows:

Original Contract Amount:	\$ 55,640.00
Change Order:	1,731.00
Revised Contract Amount:	<u>\$ 57,371.00</u>
Amount Paid to Date:	55,671.00
<b>Total Amount Due Final Pay:</b>	<u><u>\$ 1,700.00</u></u>

The change order on this project resulted from the addition of equipment at the Water Treatment Plant to allow the cameras to also be monitored from that location.

Based on all available information, the receipt of required lien waivers and the acceptance of the performed work by our staff, I am recommending that this request for final pay be placed on the next regularly scheduled City Council agenda for approval. Funds for this project are provided for from the 2010 Water & Sewer Bond.

If you have any questions or require additional information please contact me at your convenience.

CC: Scott Wingerson; Assistant City Manager

**CITY OF Gladstone, Missouri  
Water Department Camera Project**

VENDOR COPY  
**ORIGINAL**

Resolution R-13-64

THIS AGREEMENT, by and between the **CITY OF Gladstone Missouri**, a municipal corporation, located at 7010 N. Holmes Gladstone MO 64118, hereinafter called "**City**", and **ELECTRONIC TECHNOLOGY, INC.**, a Kansas Corporation, located at 5700 Merriam Drive, Merriam Kansas, 66203, hereinafter called "**ETI**", shall become effective the date of the last required signature.

WITNESSETH:

WHEREAS, the City has selected ETI to install, provide and/or furnish a camera system to a site or collection of sites, located at the water intake to the water treatment facility and to the water storage facility located at 76<sup>th</sup> Street.

WHEREAS, ETI represents that it is qualified in its field of expertise to competently provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES:**

- a. The services covered by this Agreement shall include furnishing personnel, equipment, material and all other things necessary to install the equipment of the Camera system as provided on the attached Exhibit A.

**2. INSTALLATION:**

- a. The installation detailed on the attached Exhibit A shall be completed within 90 days of the execution of this Agreement.

**3. INVOICING AND PAYMENT:**

- a. Payment for the performance of services called for in this Agreement shall be billed in accordance with EXHIBIT B. The amount to be paid to ETI, by the City, as full remuneration for the performance of all services called for in this Agreement, shall not exceed \$55,640.00;

b. Invoice Requirements:

1. The invoices shall reference a Work Order number and shall list all equipment, supply, and/or service charges supplied or associated for each issue or problem;
2. Invoices shall be sent by postal or e-mail to the City's representative;
3. Payment for all equipment, supplies, and/or services required herein shall be made for work that has been completed.

- c. Payments to ETI, set at a net 30 day period, for work satisfactorily completed will be made upon receipt of itemized invoices;

- d. The City is exempt from the payment of any municipal, state and federal taxes, which shall not be included in any invoicing, even if ETI should be responsible for payment of taxes on materials they purchase under this Agreement. If required, the City shall provide ETI with a project certificate for Tax Exemption.

**4. AUDIT OF RECORDS:** ETI must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for five (5) years from the date of final payment made under this Agreement.

- f. ETI shall assure that all subcontractors will abide by the requirements of ETI;
- g. ETI shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the City of Gladstone.

#### 8. INSPECTION AND ACCEPTANCE:

- a. No equipment, supplies, and/or services received by the City pursuant to this Agreement shall be deemed accepted until the City has had reasonable opportunity to inspect said equipment, supplies, and/or services;
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of ETI upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected;
- c. The City reserves the right to return any such rejected shipment at ETI's expense for full credit or replacement and to specify a reasonable date by which replacements must be received;
- d. The City's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the City may have;
- e. Following the acceptance of a site repair, the work completed, consisting of equipment and service, shall enter a warranty period of one year.

#### 9. WARRANTY:

- a. ETI expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the City;
  - 2. Be fit and sufficient for the purpose expressed in the solicitation documents;
  - 3. Be merchantable;
  - 4. Be of good materials and workmanship;
  - 5. Be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of or payment for said equipment, supplies, and/or services.

#### 10. PERFORMANCE:

- a. Climbing:
  - 1. Excluding holidays and unless a climb has been scheduled outside of the following timeframe, the acceptable time of day for climbing will be from 2 (two) hours following sunrise, to two hours prior to sunset, Monday through Friday;
  - 2. ETI will not be expected to perform any climbing activity during periods of rain, lightning, snow, registered temperatures below thirty-two (32) degrees and registered wind speeds of over twenty (20) miles per hour;
- b. Legal Actions:
  - 1. ETI agrees that it is not involved in any outstanding litigation, arbitrated matter or any other dispute which, if rendered an unfavorable judgment, would reasonably have the potential to affect ETI's ability to fulfill its obligations under this Agreement;
  - 2. Upon filing for any bankruptcy or insolvency proceeding by or against ETI, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, ETI must notify the City immediately. Upon learning of any such actions, the City reserves the right, at its sole discretion, to either cancel the Agreement or affirm the Agreement and hold ETI responsible for damages.

12. NONSOLICITATION: ETI warrants that it has not employed or retained any company or person, other than a bona fide employee working for ETI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

13. DISPUTES UNDER THIS AGREEMENT: The City's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by ETI and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of this Agreement on the part of ETI; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of ETI, whether claims under this Agreement or otherwise. The City's representative's decisions shall be conclusive and binding.

14. GOVERNING LAW:

a. This Agreement shall be interpreted according to the laws of the State of Missouri, USA. Venue for any dispute or action at law, shall be the most appropriate court of competent jurisdiction sitting in Clay County, Missouri.

b. The City and ETI shall not be obligated to resolve any claim or dispute related to this Agreement through arbitration. Any reference to arbitration shall be deemed void.

15. INDEMNIFICATION:

a. ETI agrees to indemnify, defend and hold the City, its directors, officers, agents and employees, harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to attorney fees, expense of litigation, fines and penalties) that ETI, or anyone associated with ETI, may have incurred by reason of injury, sickness, disease or occurring in connection with the cameraproject or any of ETI's wrongful or negligent acts or omissions;

b. ETI warrants that any services to be provided and the use of any software, information, apparatus, documentation, method or material product furnished by ETI, under this contract, shall not infringe any patent, copyright, trade secret or other proprietary right of any third party. ETI shall, at its expense, fully defend the City against any and all claims, suits, actions or proceedings alleging that the use of any software, information, apparatus, documentation, method or material product or execution of services furnished by ETI, under this Agreement constitutes patent infringement or a violation of any other proprietary rights;

c. ETI shall defend, indemnify and hold the City harmless from and against all liens and claims of lien arising out of the performance of the work completed on any service associated with this Agreement.

16. SOLE BENEFICIARY: This Agreement is made for the sole benefit of the City and ETI hereto and nothing in this Agreement shall be construed to authorize the public or any member of a third-party beneficiary hereunder, or anyone not a party to this Agreement, to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

17. CANCELLATION:

a. This Agreement is subject to termination by the City, at its discretion, at any time within the life of this Agreement or any extension thereof, upon thirty days (30) written notice to ETI. Upon request from ETI, the City shall provide ETI a reasonable period of time within which to remedy any deficiencies. ETI shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the date of termination;

b. ETI may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective thirty days following written notice to



## Electronic Technology, Inc.

5700 Merriam Drive  
Merriam, KS 66203  
Phone 913-962-8083  
Fax 913-631-1055  
www.etike.com

Project: Water Pump Station

### Exhibit A Part 1

Electronic Technology, Inc. shall install 2 each PTZ cameras and 3 wireless radios-one Radwin radio and two Ruckus radio links at the water intake wells. The equipment shall be tied into the current Genetec system being monitored at the police department.

Below is the list of equipment to be supplied and costs:

Qty	Description	Cost	Ext Cost
1	35foot Wood Pole installed at pump site-not on Contract	\$950.00	\$950.00
2	Axis Q6032-E PTZ cameras installed at pump site	\$3,150.00	\$6,300.00
1	Radwin Wireless Radio links for camera support installed	\$8,000.00	\$8,000.00
2	Ruckus wireless radio installed with mounts	\$2,500.00	\$2,500.00
2	Non penetrating roof mounts for Briarcliff Building	\$250.00	\$500.00
2	Mounting enclosure for equipment at Briarcliff Building	\$450.00	\$900.00
2	Transformers 440VZC to 120VAC with equipment mounting	\$975.00	\$1,950.00
1	17 workstations for dispatch with dual video Display card	\$990.00	\$990.00
1	47 inch display and mount for Dispatch with cabling	\$2,100.00	\$2,100.00
1	Installation and configuration 16 man hours	\$1,920.00	\$1,920.00



Electronic Technology, Inc.

5700 Merriam Drive  
Merriam, KS 66203  
Phone 913-962-8083  
Fax 913-631-1055  
[www.etikg.com](http://www.etikg.com)

**Exhibit B**

As work progresses, ETI shall invoice the City for labor and installed equipment. Invoices shall be payable within 30 (thirty) days of receipt. Invoices shall be submitted to The City of Gladstone/Accounts Payable, 7010 N. Holmes, Gladstone, Missouri 64118 for approval and payment.

Legal  
**ORIGINAL**

**CITY OF Gladstone, Missouri  
Security Fencing Project**

Resolution R-13-63

THIS AGREEMENT, by and between the **CITY OF Gladstone Missouri**, a municipal corporation, located at 7010 N. Holmes Gladstone MO 64118, hereinafter called "**City**", and **Allied Fence Security of Kansas Corporation**, a Kansas Corporation, located at P.O. Box 473, Desoto, Kansas, 66018, hereinafter called "**ALLIED**", shall become effective the date of the last required signature.

WITNESSETH:

WHEREAS, the City has selected ALLIED to install and provide six (6) rectangular chain link fences to enclose six (6) water well pumps owned by the City.

WHEREAS, ALLIED represents that it is qualified in its field of expertise to competently provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES:**

- a. The services covered by this Agreement shall include furnishing personnel, equipment, material and all other things necessary to install the six (6) chain link fences as set forth in the attached Exhibit A.

**2. INSTALLATION:**

- a. The installation detailed on the attached Exhibit A shall be completed within \_\_\_\_ days of the execution of this Agreement.

**3. INVOICING AND PAYMENT:**

- a. Payment for the performance of services called for in this Agreement shall be billed in accordance with EXHIBIT B. The amount to be paid to ALLIED, by the City, as full remuneration for the performance of all services called for in this Agreement, shall not exceed \$23,406.62;
- b. The City is exempt from the payment of any municipal, state and federal taxes, which shall not be included in any invoicing, even if ALLIED should be responsible for payment of taxes on materials they purchase under this Agreement. If required, the City shall provide ALLIED with a project certificate for Tax Exemption.

4. **AUDIT OF RECORDS:** ALLIED must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for five (5) years from the date of final payment made under this Agreement.

**5. GENERAL CONTRACTOR AND SUBCONTRACTING:**

- a. The work detailed in this Agreement is to be performed by ALLIED. ALLIED agrees to furnish at their expense all labor and equipment required to complete the work. It is expressly understood by both parties to this Agreement that this solicitation is for completed work



- not exclude any other legal, equitable or contractual remedies the City may have;
- e. The City may request "Lien Waivers" from all persons supplying materials or services for the work described in this contract prior to final payment;
- f. The equipment and service shall carry a warranty period of one year from the date the work is accepted by the City.

**9. WARRANTY:**

- a. ALLIED expressly warrants that all equipment, supplies, and/or services provided shall:
1. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the City;
  2. Be fit and sufficient for the purpose expressed in the solicitation documents;
  3. Be merchantable;
  4. Be of good materials and workmanship;
  5. Be free from defect.
- c. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of or payment for said equipment, supplies, and/or services.

**10. LEGAL ACTIONS:**

- a. ALLIED agrees that it is not involved in any outstanding litigation, arbitrated matter or any other dispute which, if rendered an unfavorable judgment, would reasonably have the potential to affect ALLIED's ability to fulfill its obligations under this Agreement;
- b. Upon filing for any bankruptcy or insolvency proceeding by or against ALLIED, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, ALLIED must notify the City immediately. Upon learning of any such actions, the City reserves the right, at its sole discretion, to either cancel the Agreement or affirm the Agreement and hold ALLIED responsible for damages.

**11. INSURANCE:** ALLIED will carry insurance coverage during the term of this Agreement and any extensions thereof, in the amounts and manner provided as follows:

- a. Comprehensive General Liability covering premises, operations, explosion/collapse/underground (XCU) hazards when applicable, Product/Completed operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$398,638 for any one person in a single accident or occurrence and \$2,657,587 for all claims arising out of a single accident or occurrence.
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Property Damage Liability	each aggregate \$500,000
	each occurrence \$500,000
or, Bodily Injury and Property Damage Liability (Combined Single Limit)	each aggregate \$500,000
	each occurrence \$500,000
	each aggregate

- b. Automobile Liability: Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident
or, Bodily Injury and Property Damage	\$500,000 each accident

infringement or a violation of any other proprietary rights;

c. ALLIED shall defend, indemnify and hold the City harmless from and against all liens and claims of lien arising out of the performance of the work completed on any service associated with this Agreement.

16. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the City and ALLIED hereto and nothing in this Agreement shall be construed to authorize the public or any member of a third-party beneficiary hereunder, or anyone not a party to this Agreement, to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

17. **CANCELLATION:**

a. This Agreement is subject to termination by the City, at its discretion, at any time within the life of this Agreement or any extension thereof, upon thirty days (30) written notice to ALLIED. Upon request from ALLIED, the City shall provide ALLIED a reasonable period of time within which to remedy any deficiencies. ALLIED shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the date of termination;

b. ALLIED may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective thirty days following written notice to the City. The City shall be provided a reasonable time within which to remedy such deficiencies.

c. If ALLIED fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against them for a period of ten (10) days, the City may give notice in writing by registered mail to ALLIED and the surety of such delay, neglect or default;

d. If, within ten (10) days after such notice ALLIED does not proceed to remedy to the satisfaction of the City's representatives, the faults specified in said notice, or the surety does not proceed to take over the deliveries, the City shall have full power and authority, without impairing the obligation of ALLIED under the Agreement, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and ALLIED will be responsible for any additional costs incurred by the City in obtaining the completion of the deliveries.

18. **NONDISCRIMINATION CLAUSE:** ALLIED shall comply with all applicable requirements of the City's Non Discrimination and Equal Employment / Affirmative Action Program requirements Contracts or Agreements.

19. **SUCCESSORS AND ASSIGNS:** The City and ALLIED agree that this Agreement and all Addendums entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

20. **REPRESENTATIVE:** Following the effective date of this Agreement, both the City and ALLIED shall designate a person to act as their representative with regards to the services rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City policies and decisions with respect to ALLIED delivery of prescribed, changed or additional services associated with this Agreement.

## **EXHIBIT A WELL PUMP FENCING PROJECT**

This contract provides for the material and labor to install six rectangular chain link fence enclosures; one around each of the customer's six water well heads.

The fence will be 9 gauge 2 ounce galvanized 8' tall plus six strands of barb wire in "V" barb arms. Each of the six enclosures will have a 4 LF wide walk gate.

The following are the dimensions for the six enclosures.

1. 39 LF by 26 LF
2. 25 LF by 22 LF
3. 25 LF by 22 LF
4. 25 LF by 22 LF
5. 25 LF by 20 LF
6. 41 LF by 24 LF

This contract includes:

- all terminal/corner posts and gate posts will be 3" diameter schedule 40 galvanized pipe,
- all line posts will be 2-1/2" diameter schedule 40 galvanized pipe,
- 1-5/8" galvanized schedule 40 top rail,
- six strands of 12-1/2 gauge 4 point galvanized barb wire,
- V-crimp 7 gauge galvanized bottom tension wire,
- galvanized brace and trussed corner posts,
- all 4 LF wide walk gates will have Cox Hinges and pad lockable latches and are welded on all corners,
- all posts to be set in concrete.

Materials to complete the above described work.

Labor to complete the above described work.

Permits, inspections, surveys and any costs or fee associated with either will be the responsibility of the customer.

This contract does not include cost for rock, roots, or debris if encountered. This will be determined per occurrence.

This contract excludes any material, labor or equipment not specifically described above.

This contract assumes this customer is a tax exempt entity.

Prevailing wages have been provided for in this contract.