



Smith & Loveless, Inc.

Smith & Loveless, Inc.
14040 Santa Fe Trail Dr.
Lenexa, KS 66215
Phone: (913) 888-5201
Fax: (913) 888-2173

Quotation Date: 6/24/2020
Service Quote Number: 20001-KS
Job Location: Lyons, KS
Equipment Serial Number: 16-08244, 16-08245, 16-08246 & 16-08247

Company Name & Address:
City of Lyons
Attn: Chad Buckley
333 East Ave North
PO Box 808
Lyons, KS 67554

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Dr. Lenexa, KS 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following services subject to all of the provisions set forth in this Service Agreement.

Service Description:

Smith and Loveless will provide service to the stations in Lyons, KS with each visit including up to 2 hours at each station of on-site time. The service will need to be scheduled in advance, preferably 2 weeks. The service trip covers general inspection of the equipment as listed below:

- Cleaning of the domes and sonic starts or electrode sensors.
- Check vacuum pump.
- Check pump for leaks.
- Check and clean float switches.
- Check that all pumps run in automatic mode.
- Check movement and operation of check valves, and exercise discharge valves.

This service contract only covers the labor. Parts are not included.

Please check the box below for the contract option you would like (SELECT ONLY ONE)

Firm Fixed Price for Labor: **\$1,500** for a year of service with **ONE (1)** visit per year **(ANNUAL)**

Firm Fixed Price for Labor: **\$2,900** for a year of service with **TWO (2)** visits per year **(SEMI-ANNUAL)**

Firm Fixed Price for Labor: **\$5,500** for a year of service with **FOUR (4)** visits per year **(QUARTERLY)**

Firm Fixed Price for Labor: **\$16,800** for a year of service with **TWELVE (12)** visits per year **(MONTHLY)**

Additional time and/or trips will be approved by the customer before service is performed and that service is billed at Normal Rate of \$118.75 per hour if during normal business hours of 7:45 –4:30 M-F. Work performed outside normal business hours is billed at Extended Time Rates of \$178/hour. Service work on Holidays is billed at \$238/hour. All emergency service calls outside of the two visits per year have a four (4) hour minimum requirement.

Payment terms are 100% net 30 days from invoice date.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the service described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received by Smith & Loveless, Inc. within that time period. In the event firm orders are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and/or labor at the time when the firm orders are received by Seller. Seller reserves the right to amend this Service Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to perform service within the estimated period for reasons beyond our control, including a request by the Buyer to defer performance, the prices are subject to adjustment to those prevailing at the time of performance, but will not exceed 2% per month.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said service (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. SCOPE OF WORK- Seller agrees to furnish only the services included in Seller's quotation and/or as described and modified in any attachment to this Agreement. If Seller is directed to change the scope of the service after commencement of service, then Seller reserves the right to amend the price of the service.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated performance period specified herein. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Service Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the performance required by any federal, state or local governmental body.

8. INSURANCE- Seller maintains the following insurance in the amounts indicated:

A. Workmen Compensation, in the amount required by law;

B. Employer's Liability with a limit of \$100,000 for injuries or death to any one person;

C. Occupational Disease, in the amount required by law;

D. Public Liability Insurance (Personal Injury and Property Damage) with limits of \$100,000 for injuries or death to any one person and \$300,000 for any one occurrence, and \$100,000 for injury to or destruction of property arising out of any one occurrence; and

E. Automobile Liability Insurance (Personal Injury and Property Damage) with limits of \$100,000 for injuries or death to any one person and \$300,000 for any one occurrence, and \$100,000 for injury to or destruction of property arising out of any one occurrence.

9. LABOR- Seller is not liable for any failure or delay in performance hereof if such failure or delay is due to any cause beyond Seller's control.

10. SHUTDOWN- Should Buyer be responsible for any cessation of normal work procedure by Seller's service personnel, it is understood that Buyer shall accept extra billing for the cost of the shutdown.

Agreed to this _____ day of _____, _____

Buyer

By _____
Print Name

By _____
Authorized Signature

Address _____
Is this purchase tax exempt? **Yes** ___ **No** ___

Agreed to this _____ day of _____, _____
at Lenexa, KS.

SMITH & LOVELESS,INC

By _____
Authorized Signature
