



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: September 11, 2019	Department: Public Works
Meeting Date: September 17, 2019	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Agreement with MDS Technologies, Inc. for Street Surface Inspection Services.

Background/Alternatives:

The Public Works Department recently issued an RFQ for the updating of the City’s Pavement Management Plan. Responses were received from three firms and the review committee recommends awarding the contract to perform the work to MDS Technologies, Inc.

Attachments:

MDS Technologies “Agreement for Services”

Fiscal Impact:

The 2020 FY Budget included \$30,000.00 for this service.

Staff Impact:

Staff from the Streets and Engineering Divisions will oversee the project with information gathering from other departments as needed.

Legal Review:

Complete

Suggested Motion:

“I move to enter into an Agreement with MDS Technologies, Inc. for the Street Surface Inspection Services in the amount of \$28,300.00.”

AGREEMENT FOR SERVICES

This Agreement is made this ____ day of _____, 2019, (the "Effective Date"), by and between **The City of Green River, WY**, hereinafter referred to as ("Client") and **MDS Technologies, Inc.**, an Illinois Corporation, hereinafter referred to as ("Contractor") (each individually a "Party" and collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for the purposes set forth above, it is hereby agreed to as follows:

1. SCOPE OF SERVICES

- A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in Contractor's proposal to Client dated August 28, 2019 which is attached hereto and incorporated herein by the reference.
- B. A change in the Scope of Services shall not be effective unless approved by the Client.

2. TERM AND TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Client, or until terminated as provided herein.
- B. Either party may terminate this Agreement upon 30 days advance written notice. Upon termination and subject to Contractor not otherwise being in breach of its obligations under this Agreement, Contractor shall be entitled to compensation for all services rendered up to the point of termination and the reimbursement of any incurred expenses up to the point of termination.

3. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Client shall pay Contractor a lump sum fee of \$28,300.00 This amount shall include all fees, costs, and expenses. Contractor will invoice Client for services rendered after field work is complete, and on a monthly basis thereafter. Invoiced amounts shall be pro-rated based on the percent of the tasks completed.

4. RESPONSIBILITY

- A. MDST warrants that it is qualified to render the services described herein.

- B. The work performed by MDST shall be in accordance with generally accepted practices and level of competency presently maintained by other practicing contractor in the same or similar type of work in the applicable community. The work and services to be performed by MDST hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

5. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by MDST shall be exclusively owned by Client.

6. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. All personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Client employee.

7. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance to insure against liabilities, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below.
 - a. Worker's Compensation Insurance as required by law.
 - b. Commercial General Liability Insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall include Client and Client's officers and employees as additional insured.
 - c. Automobile Liability Coverage of \$1,000,000 combined single limit per accident for bodily injury and property damage;
- B. The coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least 30 days prior written notice to Client.
- C. Contractor shall provide a Certificate of Insurance to Client as evidence that the required policies are in full force and effect if requested by Client.

8. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Client and its officers, employees, agents, heirs, and assigns from and against all claims, liability, damages, losses, expenses, on account of injury, loss, or damage which arise out of Contractor's execution of the Scope of Services connected to this Agreement to the degree that such injury, loss, or damage is caused

by an act, error, omission, or negligence of Contractor, any officer, employee, representative, agent or subcontractor of Contractor.

9. MISCELLANEOUS

- A. This Agreement shall be governed by the laws of the State of Wyoming.
- B. Delays in enforcement or the waiver of any one or more of defaults or breaches of the Agreement by the Client or the Contractor shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- C. This Agreement constitutes the entire agreement between Client and Contractor, superseding all prior oral or written communications.
- D. There are no intended third-party beneficiaries to this Agreement.
- E. Any notice under this Agreement shall be made in writing.
- F. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.
- G. Neither Client nor Contractor shall assign this Agreement without the written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MDS TECHNOLOGIES, INC. (Contractor)

THE CITY OF GREEN RIVER (Client)

By: _____
Trevor T. Triffo

By: _____

Its: _____

Its: _____

Date: _____

Date: _____