
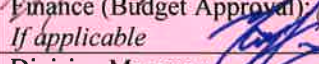
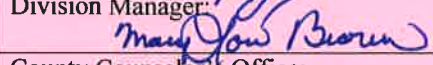




	<p>The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discounts offered to larger government entities and/or buying groups.</p> <p>The Director of Finance and Purchasing also recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	A Memorandum Dianne Kimzey of the Parks + Rec Department; the quote from Professional Turf Products, L.P. of Lenexa, KS; the pertinent pages of the US Communities Contract and Exhibit A, Surplus Declaration Forms for trade-in.	
REVIEW	Department Director: 	Date: 2-24-16
	Finance (Budget Approval): If applicable 	Date: 2/25/16
	Division Manager: 	Date: 2/25/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





**JACKSON COUNTY  
Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

**Res. 19094**

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

**MEMORANDUM**

**TO:** Jessica Johnson, Purchasing Department

**FROM:** Dianne Kimzey, Parks + Rec

A handwritten signature in black ink that reads "Dianne Kimzey".

**DATE:** February 12, 2016

**RE:** Golf Course Equipment Lease

The Parks Department is requesting to initiate Legislative Action to approve a 5 year lease purchase for equipment for Fred Arbanas Golf Course from Professional Turf Products. The lease will allow the Department to replace equipment needed to maintain the greens over a period of time that's within budget.

The Department will be trading in older equipment that will be of no value to the Parks Department to offset the cost of this lease purchase.



*Frank White, Jr., County Executive*



Professional Turf Products, L.P.  
 10935 Eicher Dr.  
 Lenexa, Kansas 66219  
 (888) 776-8873 ext. 5471  
 Brad Davison  
 davissonb@proturf.com



Count on It.

Ship To	Fred Arbanas Golf Course At Longview Lakes	Date	1/14/2016
Quotation	National IPA Contract #120535 - Participating Agency #NIPAW7169	Tax Rate	0.00000
Contact	Bob Mc Millan and Russel Bonneville	Trade-In	\$5,000.00
Address	11100 View High Dr.	Finance	
City	Kansas City, MO	Account Type	Contract
State	MO	Comments:	
Postal Code	64134-4124	Trade value of \$5000 has been spread out over all five pieces of equipment and is reflected in the "Selling Price" column. Annual payment is based on February delivery and first payment. PNC will require a \$250.00 documentation fee.	
Phone	(816) 761 9445		
Fax	(816) 763-3954		

Finance Proposal (Includes Destination)

Qty	Model #	Description	24 Month	36 Month	48 Month	60 Month	Selling Price
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FMV\_600

1	07384	Workman HDX 2WD (Kubota Gas)					
1	07316	High Flow Hydraulic Kit (Not for HDX Auto)					
1	07388	Hand Throttle Kit (Not for HDX Auto)					
1	44242	Cushman Core Harvester Adapter Kit					
		<b>Workman HDX</b>					
							\$ 23,513.47

FMV\_600

2	04510	Greensmaster 3300 TriFlex Hydraulic					
6	04655	14 BL Cutting Unit					
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)					
6	04710	Groomer Drive (FR) (Set of 1) (Forward)					
6	04712	Groomer Reel, Spring Steel (Set of 1)					
2	30042	400 HOUR MAINTENANCE KIT: GR3300/3320					
		<b>GR3300 TriFlex</b>					
							\$ 74,634.62

FMV\_600

2	03170	Reelmaster 3100-D					
6	03181	27" 8 Blade Cutting Unit					
2	03172	27" Lift Arm Kit					
6	03186	27" Rear Roller Brush Kit (up to 2" HOC only)					
2	30053	400 Hour Maintenance Kit RM3100					
		<b>RM3100</b>					
							\$ 61,599.61

Res. 19094

		5 yr. Annual CSC Payment	Selling Price
	Sell Price		\$ 159,747.70
	Trade-in Value		\$ (5,000.00)
	Total Sell Price		\$ 154,747.70
5 Annual Payments (CSC - \$1 Buyout) - First Payment February 15, 2016		\$ 34,106.39	

**Comments:**

**Terms & Conditions:**

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 30 days from time of quotation.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
  - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable
  - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements

**Returns Policy:**

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
  - PTP will work with third party financial institutions to secure leases when requested to do so.
  - When using third party financiers, documentation fees & advance payments may be required.
  - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4137  
ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535  
CONTRACT AMENDMENT NO.: FOUR (4)  
PAGE 1 of 3  
SA  
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

### GROUNDSKEEPING, GOLF AND SPORTS FIELD MAINTENANCE

1. Pursuant to Contract No. 120535, Special Terms and Conditions, Section 6, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2015 through November 26, 2016.
2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3. Paragraph 8 of the Special Terms and Conditions section is hereby replaced with the following paragraph:

#### INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
 P.O. BOX 27210, TUCSON, AZ 85726  
 (520) 837-4137  
 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535  
 CONTRACT AMENDMENT NO.: FOUR (4)  
 PAGE 2 of 3  
 SA  
 CONTRACT OFFICER: JENN MYERS

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
  2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to





# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85704  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4137  
ISSUE DATE: APRIL 10, 2015

CONTRACT NO.: 120535  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
SA  
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

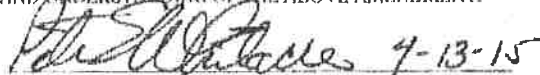
## GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

1. Per the Scope of Work, Section C. Service Requirements, Item 1. Financing, the following language shall be added to the contract:

Under the terms of this contract, the City or cooperative partners may lease, finance or use other lease/buy options to procure the products within this contract.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature Date

Peter Whitacre, Sales Manager - State and Local Government  
Typed Name and Title

The Toro Company  
Company Name

8111 Lyndale Ave South  
Address

Peter.whitacre@toro.com  
Email Address

Bloomington MN 55420  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 13<sup>th</sup> DAY  
OF April, 2015, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

### DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price  
Offeror's may insert additional lines as needed.

<u>LIST</u>	<u>CATEGORY</u>	<u>DISCOUNT OFF</u>
A.	SPORTS FIELDS AND GROUNDS EQUIPMENT	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %
B.	GOLF COURSE MAINTENANCE EQUIPMENT	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %
C.	RELATED EQUIPMENT PARTS	_____ %
	<u>Commercial 'Performance PARTS'</u>	<u>up to 50</u> %
	_____	_____ %
	_____	_____ %
D.	USED EQUIPMENT	_____ %
	_____	<u>N/A</u> %
	_____	_____ %
	_____	_____ %
E.	BALANCE OF LINE	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %

# SURPLUS DECLARATION FORM

Date: 01-27-2016  
 Department Name: Golf Course Division #: 1666  
 Point of Contact: Russell Bonneville  
 Phone number: 816 668 2487  
 Location of Surplus Item: Golf Course Maintenance yard

Asset #	Item Description	Department Inventory #	Make/Model	Year	Mileage	Serial Number	Cost/Est Value	Condition of Vehicle
M 246	Utility Vehicle		clubcar	96		F69635522904	125	Poor
M 126	Truckster		Cushman	94		94003304	125	bad
M 246	Truckster		Cushman	96		95000151	125	bad
M 311	Truckster		Cushman	96		95003412	125	bad
MR 3518	tee Mower		Jacobson	03		67043-00003785	1400	poor
MR 3519	tee Mower		Jacobson	03		67043-00003532	1400	poor
M 268	Rough Mower		Lastec	00		2720100	100	bad
M 239	Seeder		hexo	92		891010	110	poor
M 085	blower		Olathe	86		610676	100	poor
-	blower		Olathe	85		670684	100	poor
M 089	Seeder		Olathe	88		830924	100	bad
M 153	Aerator -6		Ryan	85		97585	100	poor
M 276	Verticut		Ryan	95		107144	50	poor
M 156	Deck Mower		Toro	87		30782-70857	150	bad
M 306	Seeder		Toro	87		820166	100	poor

Revised 12-02

