

PROFESSIONAL SERVICES AGREEMENT**BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Xybix Systems, Inc.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Xybix Systems, Inc (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Term of Agreement.**
 - a. **Initial Term.** This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
2. **Scope of Work.** Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as **Exhibit B** and incorporated herein by reference.
3. **Compensation.** The City shall pay Contractor an amount not to exceed \$771,280.00 for the Services at the rates set forth in the two quotes (36292 and 36295), attached hereto as **Exhibit C** and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Contract until the Contractor receives an executed purchase order from the City.

The City's Procurement Officer will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. **Payments.** The City shall pay the Contractor a 50% deposit upon issuance of Purchase Order, 40% at time of delivery/installation, and 10% at punch time and completion of install. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later. Invoice(s) must be submitted by July 31 for all work completed prior to June 30. Payment approvals may be contingent upon Contractor's compliance with the City's Prevailing Wage documentation requirements.

5. **Safety Plan.** Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. **Documents.** All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. **Contractor Personnel.** Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated,

Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

- G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

*****READ COMMENT BEFORE INCLUDING/REMOVING THIS SECTION*****Contractor further understands and agrees that Contractor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Contract will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor's, or Contractor's insurer's, sole responsibility. Should Contractor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.

- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

- E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- F. Contractor's Environmental/Pollution Liability. Contractor shall carry and maintain Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions insurance applicable to the services and work being performed, with an unimpaired limit of no less than \$3,000,000 per claim or occurrence and \$3,000,000 aggregate per policy period of one year.
- G. Umbrella Insurance. Contractor shall carry and maintain Umbrella/Excess Liability insurance with an unimpaired limited of not less than \$3,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the insurance policies required in this Agreement.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to

exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Xybix Systems, Inc.
8207 SouthPark Circle
Littleton, CO 80120
Attn: Megan Clayborn

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and

restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or

delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Vendor, by submitting a quote, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

14.25 Debarment. By submission of its response, the Service Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

14.26 Vendor understands that this project has a definite deadline that must be met, and vendor will work with the Project Construction Manager for access to the facility outside of standard working hours if needed to complete the work on time. Vendor will not apply extra charges for "waiting time" or work outside of normal hours. Miscellaneous expenses and mileage claims are not billable to the City.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day of _____, 20____
("Effective Date").

CITY OF LEE'S SUMMIT

[INSERT CONTRACTOR'S NAME]

Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

By _____

Print Name _____

Title _____

Date _____

DRAFT

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Xybix Systems, Inc.

[Contractor's Proposal]

See following pages.

Summary

Quote Number 36292 dated 10/28/2025 includes 24 new Dispatch Workstations to be provided and installed by the vendor in the dispatch center of the Joint Operations Facility. The quoted price is \$658,336.78

Quote Number 36295 dated 10/28/2025 includes 2 new Dispatch Workstations to be provided and installed by the vendor in the Dispatch Training areas, and the relocation (by the vendor) of 8 City-owned Dispatch Workstations from the Police Department to the Dispatch Training areas of the Joint Operations Facility. The quoted price is: \$112,942.91

The combined price is: \$771,280.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36292

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0030325

Quote

Terms: 90% Net 30; 10% Retention

Page 1 of 4

QUOTE TO:

Acct: LEESUMLEMO

Lee's Summit Police Department
City of Lee's Summit
Accounts Payable AP@CityofLS.net
220 SE Green Street
Lee's Summit MO 64063-2706

Phone:
Email:

SHIP TO:

Lee's Summit Police Department
Shipping Address TBD
Lee's Summit, MO 64063
USA

Salesperson MEGAN CLAYBORN
Phone (720) 404-7227
Email MeganC@xybix.com

STD 2025-4 Price List
Product Line: Eagle Line w/axys
Install Type: Prevailing Wage
Tax Exempt

* 90/30/10 Terms Approved by DH
* No Tariff Charge Approved by HB

* To ship and install with OPP# 0031550. If items do not ship and install together, additional fees will apply
* Freight Charges for ALL (2) OPPS are listed on THIS QUOTE
* Honoring discount structure based on the purchase of ALL (2) OPPS

10.28.25: R1 - Updated Expiration Date, Removed Tariff - JEA
05.27.25: R1 - Updated Install Labor Type - JEA
04.10.25: R1 - Added Scissor Mounts - JEA
04.03.25: R0 - Drawing Creation - JEA

OPTIONAL ITEMS:

Please note that Optional Items are not included in the total price.
Please contact Xybix to have any Optional Items included in the final price.

TARIFF SURCHARGE:

A temporary fee due to increased costs from international tariffs impacting material pricing.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	C-12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 44.0 LF @ \$308.000/LF 12343-1-DS - 29-48in - 460.0 LF @ \$417.000/LF Acrylic 16715 - Unlit & Blank - 482.0 LF @ 168.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$286,348.0	42.00 %	\$166,081.8	\$166,081.85
					1		5	
2.00	14487-3D.	Adj. Table Worksurface - Corner Dual Surface - 84L x 84R - Cable Management Included	2	24.00 EA	\$3,284.00	51.00 %	\$1,609.16	\$38,619.84

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36292

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0030325

Quote

Terms: 90% Net 30; 10% Retention

Page 2 of 4

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
3.00	15702	L5 Table Base	3	24.00 EA	\$9,940.00	51.00 %	\$4,870.60	\$116,894.40
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 84L x 84R	4	24.00 EA	\$7,716.00	51.00 %	\$3,780.84	\$90,740.16
		16674 - Std VESA Mount Qty = 2 Total: \$888.00						
		16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$1,212.00						
		16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 1 Total: \$1,088.00						
		16679 - Scissor Mount Qty = 2 Total: \$1,542.00						
5.00	13074	Cable, TBD	5	192.00 EA	\$133.00	51.00 %	\$65.17	\$12,512.64
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	24.00 EA	\$902.00	51.00 %	\$441.98	\$10,607.52
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	7	20.00 EA	\$211.00	51.00 %	\$103.39	\$2,067.80
6.01	11792-BLK	Power Bar, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips	8	24.00 EA	\$199.00	51.00 %	\$97.51	\$2,340.24
6.02	11792-OR	Power Bar, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips	9	24.00 EA	\$199.00	51.00 %	\$97.51	\$2,340.24
7.00	16708.	Axys Control System with Fan Base Price: \$2,273.00 16707AXS - Heat - \$724.00 16709AXS - Task Lights - \$290.00 16711AXS - Footwell Lighting - \$279.00 16712AXS - Down Bias Lighting - \$171.00 16713AXS - Arc Lighting - \$569.00	10	24.00 EA	\$4,306.00	51.00 %	\$2,109.94	\$50,638.56
7.01	C-16770AXS	Light - LED Status Indicator Tower W/ Black Housing 70MM 2 HI Red-Yellow 12 -30Vdc or 27Vac For Axys	11	12.00 EA	\$1,525.00	51.00 %	\$747.25	\$8,967.00
7.02	C-16770AXS	Light - LED Status Indicator Tower W/ Black Housing 70MM 2 HI Blue-Yellow 12 -30Vdc or 27Vac For Axys	12	12.00 EA	\$1,525.00	51.00 %	\$747.25	\$8,967.00
7.03	15560	Acrylic Cleaning Kit	13	4.00 EA	\$171.00	51.00 %	\$83.79	\$335.16
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	18	24.00 EA	\$391.00	51.00 %	\$191.59	\$4,598.16

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36292

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0030325

Quote

Terms: 90% Net 30; 10% Retention

Page

3 of 4

Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.00	12033-3D.	Return Worksurface - 24Wx36D	19 8.00 EA	\$839.00	51.00 %	\$411.11	\$3,288.88
10.01	12033-3D-FT.	Flip Top Return Worksurface - 36Wx36D	20 24.00 EA	\$839.00	51.00 %	\$411.11	\$9,866.64
10.02	12033-3D.	Return Worksurface - 48Wx36D	21 8.00 EA	\$839.00	51.00 %	\$411.11	\$3,288.88
11.00	17030	Cable Bridge, Corner, Left	22 12.00 EA	\$311.00	51.00 %	\$152.39	\$1,828.68
11.01	17031	Cable Bridge, Corner, Right	23 12.00 EA	\$311.00	51.00 %	\$152.39	\$1,828.68
11.02	15488-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge	24 24.00 EA	\$2,137.00	51.00 %	\$1,047.13	\$25,131.12
12.00	12428-3D.	Drawer Pedestal - Fixed - Bookcase Left - 24W - 6-6-12 Drawers 18W 22D	25 4.00 EA	\$1,835.00	51.00 %	\$899.15	\$3,596.60
12.01	12428-3D.	Drawer Pedestal - Fixed - Bookcase Right - 24W - 6-6-12 Drawers 18W 22D	26 4.00 EA	\$1,835.00	51.00 %	\$899.15	\$3,596.60
12.02	13646-3D.	Drawer Pedestal - Fixed - Dual Ped with Bookcase - 48W - 6-6-12 Drawers 18W 22D - 6-6-12 Drawers 18W 22D	27 8.00 EA	\$3,663.00	51.00 %	\$1,794.87	\$14,358.96
50.00	17043	Create marketing videos	28 0.00 EA	\$8,240.00	0.00 %	\$8,240.00	\$0.00
		OPT. x1					
50.01	17044	Create marketing content	29 0.00 EA	\$6,180.00	0.00 %	\$6,180.00	\$0.00
		OPT. x1					
90.00	16139	Installers Kit Eagle Line	30 24.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	31 1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (31) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - (2) Full Trucks	3,967.73
2.) Freight - Box Truck	1,774.69
3.) Install Prevailing Wage	70,098.75

List Price Total:	\$1,136,172.01	Lines Total:	\$582,495.61
		Line Miscellaneous Charges Total:	\$75,841.17
		Taxes Total:	\$0.00
		Quote Total:	\$658,336.78

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote

Quote Number: 36292

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0030325

Terms: 90% Net 30; 10% Retention

Page 4 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
------	----------	------	-----	-----	----------	---------	-------------	-----------

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36295

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0031550

Quote

Terms: 90% Net 30; 10% Retention

Page 1 of 3

QUOTE TO:

Acct: LEESUMLEMO

Lee's Summit Police Department
City of Lee's Summit
Accounts Payable AP@CityofLS.net
220 SE Green Street
Lee's Summit MO 64063-2706

Phone:
Email:

SHIP TO:

Lee's Summit Police Department
Shipping Address TBD
Lee's Summit, MO 64063
USA

Salesperson MEGAN CLAYBORN
Phone (720) 404-7227
Email MeganC@xybix.com

STD 2025-4 Price List
Product Line: Eagle Line w/axys
Install Type: Prevailing Wage
Removal & Relocation: (8) qty.
Removal & Disposal: (2) qty.
Tax Exempt

* 90/30/10 Terms Approved by DH
* No Tariff Charge Approved by HB

* To ship and install with OPP# 0030325. If items do not ship and install together, additional fees will apply
* Freight Charges for ALL (2) OPPS are listed on QUOTE 36292
* Honoring discount structure based on the purchase of ALL (2) OPPS

10.28.25: R1 - Updated Expiration Date, Removed Tariff - JEA
05.27.25: R1 - Updated Install Type - JEA
04.10.25: R1 - Revised Layout - JEA
04.04.25: R0 - Drawing Creation - JEA

OPTIONAL ITEMS:

Please note that Optional Items are not included in the total price.
Please contact Xybix to have any Optional Items included in the final price.

REMOVAL OF EXISTING:

All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.

TARIFF SURCHARGE:

A temporary fee due to increased costs from international tariffs impacting material pricing.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 56.0 LF @ \$417.000/LF Acrylic 16715 - Unlit & Blank - 172.0 LF @ 168.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$52,248.00	42.00 %	\$30,303.84	\$30,303.84
1.01	13771.	Panel Tile 11436-18HX30W W-Fabric	33	2.00 EA	\$201.00	42.00 %	\$116.58	\$233.16

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36295

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0031550

Quote

Terms: 90% Net 30; 10% Retention

Page 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.02	13771.	Panel Tile 11443-24HX30W W-Fabric	34	2.00 EA	\$201.00	42.00 %	\$116.58	\$233.16
2.00	14377-3D.	Adj. Table Worksurface - Corner Dual Surface - 90L x 90R - Cable Management Included	4	2.00 EA	\$3,379.00	51.00 %	\$1,655.71	\$3,311.42
3.00	15702	L5 Table Base	5	2.00 EA	\$9,940.00	51.00 %	\$4,870.60	\$9,741.20
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 90L x 90R	6	2.00 EA	\$4,762.00	51.00 %	\$2,333.38	\$4,666.76
		16674 - Std VESA Mount Qty = 4 Total: \$1,776.00						
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	8	2.00 EA	\$902.00	51.00 %	\$441.98	\$883.96
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	9	6.00 EA	\$211.00	51.00 %	\$103.39	\$620.34
6.01	17052	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips, With Switch Cover	10	2.00 EA	\$211.00	51.00 %	\$103.39	\$206.78
6.02	17069	Grounding Kit Xybix Install R56 Compliant	11	2.00 EA	\$1,874.00	51.00 %	\$918.26	\$1,836.52
6.03	17050	Power Bar, Grounding R56, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips	12	2.00 EA	\$199.00	51.00 %	\$97.51	\$195.02
6.04	17051	Power Bar, Grounding R56, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips	13	2.00 EA	\$199.00	51.00 %	\$97.51	\$195.02
6.05	17005	Grounding Kit Install Tools	14	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
7.00	16708.	Axys Control System with Fan Base Price: \$2,273.00 16707AXS - Heat - \$724.00 16709AXS - Task Lights - \$290.00 16711AXS - Footwell Lighting - \$279.00 16712AXS - Down Bias Lighting - \$171.00 16713AXS - Arc Lighting - \$569.00	18	2.00 EA	\$4,306.00	51.00 %	\$2,109.94	\$4,219.88
7.01	15560	Acrylic Cleaning Kit	19	1.00 EA	\$171.00	51.00 %	\$83.79	\$83.79
10.00	12033-3D.	Return Worksurface - 30Wx36D	24	8.00 EA	\$839.00	51.00 %	\$411.11	\$3,288.88

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA



Quote Number: 36295

Quote Date 10/28/2025
Revision D
Orig Create Date 10/28/2025
Expires 1/26/2026
Opp # 0031550

Quote

Terms: 90% Net 30; 10% Retention

Page 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
11.00	17030	Cable Bridge, Corner, Left	25	1.00 EA	\$311.00	51.00 %	\$152.39	\$152.39
11.01	17031	Cable Bridge, Corner, Right	32	1.00 EA	\$311.00	51.00 %	\$152.39	\$152.39
15.00	11766-3D.	Bookcase - UnderWS W/Toekick - 30W, 28H, 22D	26	8.00 EA	\$945.00	51.00 %	\$463.05	\$3,704.40
50.00	17043	Create marketing videos	28	0.00 EA	\$8,240.00	0.00 %	\$8,240.00	\$0.00
		OPT. x 1						
50.01	17044	Create marketing content	29	0.00 EA	\$6,180.00	0.00 %	\$6,180.00	\$0.00
		OPT. x 1						
90.00	16139	Installers Kit Eagle Line	30	10.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	31	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
		Line (31) - Miscellaneous Charge -						
		Description					Ext. Price	
		1.) Install Prevailing Wage					22,657.00	
		2.) Removal & Relocation (8) qty.					3,000.00	
		3.) Removal & Disposal (2) qty.					21,757.00	
		4.) Truck Fee					1,500.00	
List Price Total:		\$120,927.00	Lines Total:		\$64,028.91			
			Line Miscellaneous Charges Total:		\$48,914.00			
			Taxes Total:		\$0.00			
			Quote Total:		\$112,942.91			

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

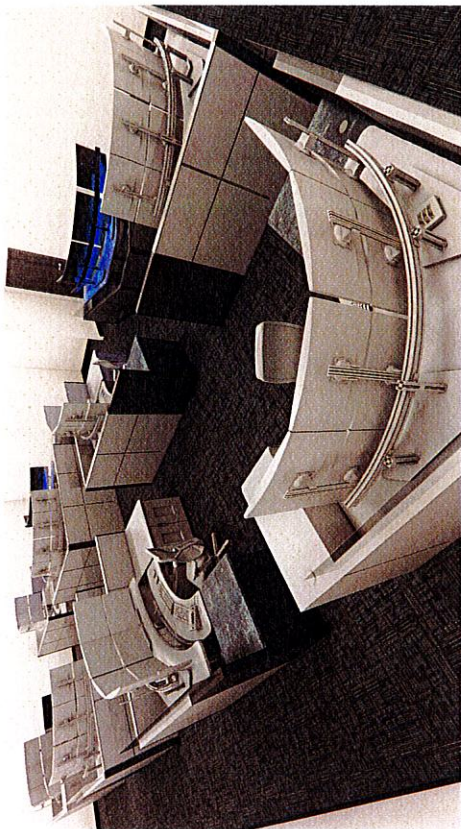
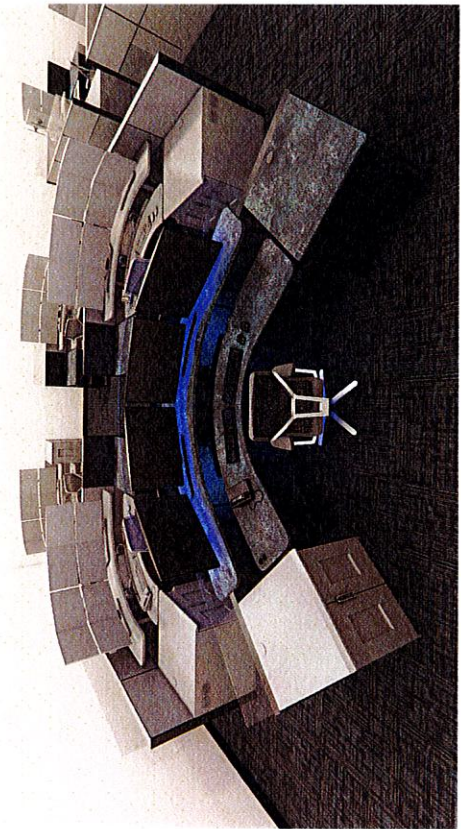
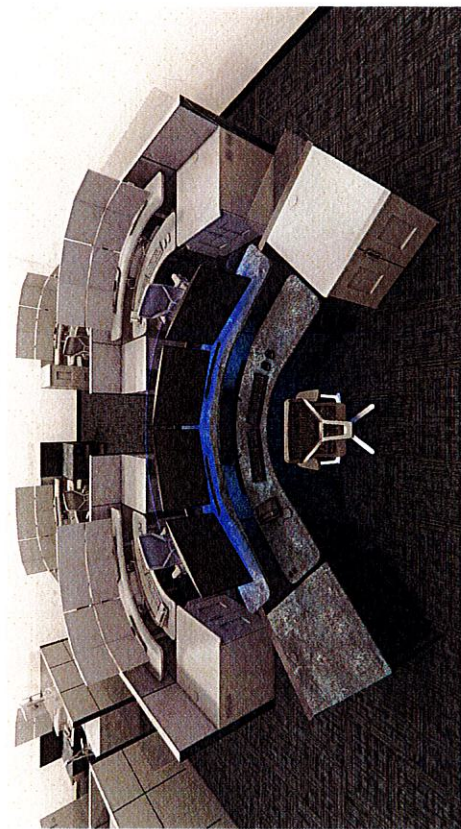
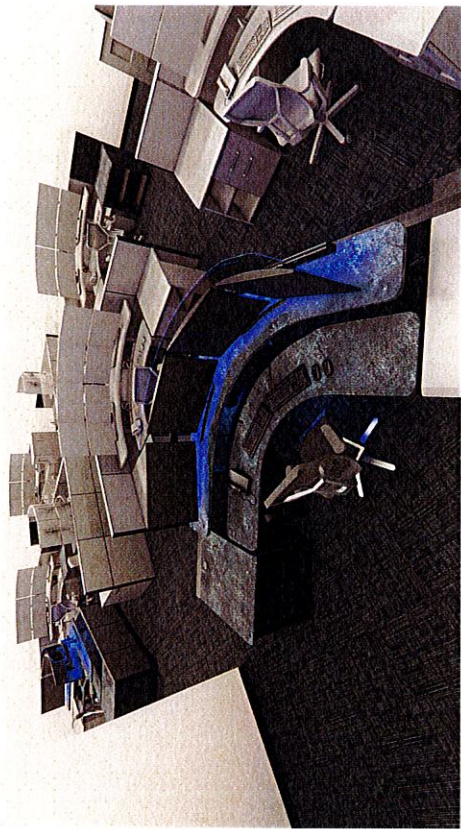


TABLE OF CONTENTS	
PAGE #	PAGE NAME
1	COVER PAGE
2	FLOOR PLAN
3	SECTIONAL RENDERINGS
4	FURNITURE SELECTION
5	FINISH SCHEDULE

LEE'S SUMMIT POLICE DEPARTMENT

NEW BUILD - TRAINING

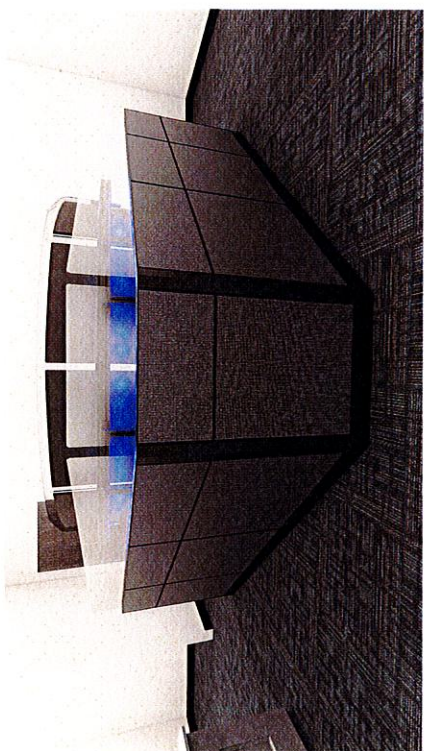
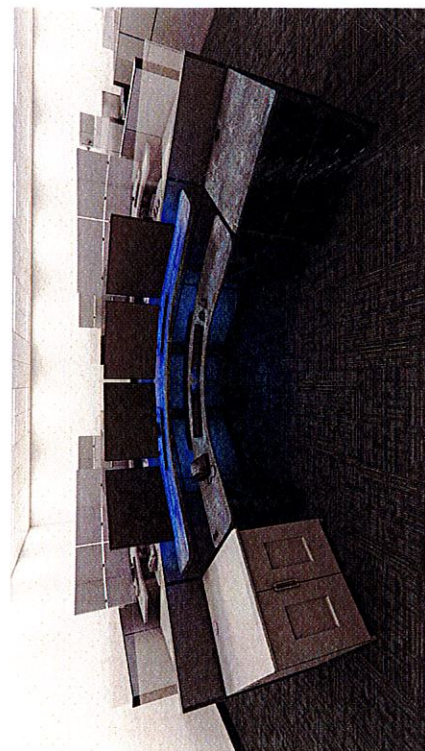


8207 SouthPark Circle
Littleton, CO 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Megan Clayborn
Email : MeganC@xybix.com
Designer : Jamie Anderson
Email : JamieA@xybix.com

Lee's Summit New Build Training
Shipping Address TBD
Lee's Summit, MO 64063

Opportunity:	0031550
Carpet Opp:	N/A
Drawing Name:	ADDITIONAL RENDERINGS
SHEET:	SCALE:
D50	
NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.	
Sign-Off Initials:	REV
x	1

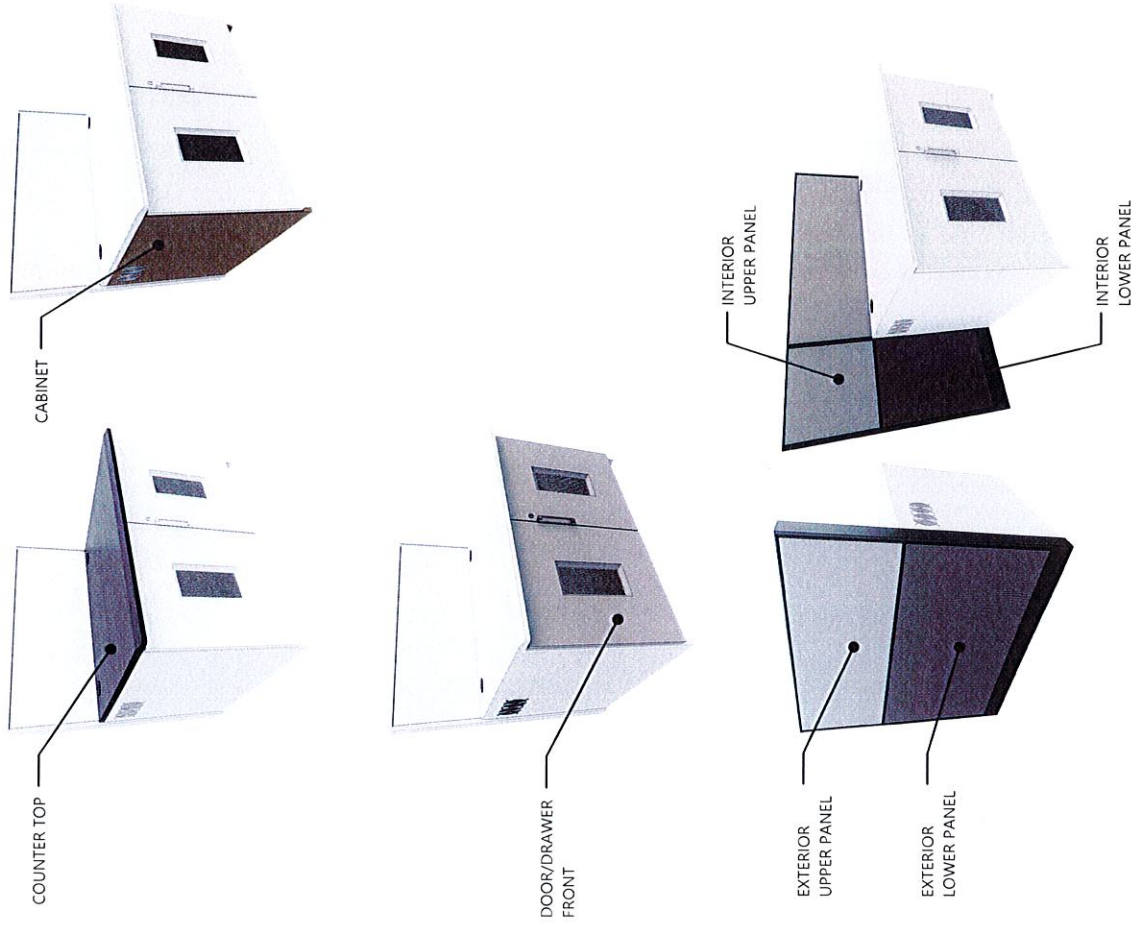


42H PANEL SYSTEM



30H PANEL SYSTEM

FINISH LOCATIONS



FINISH SELECTIONS

FINISHES ARE NOT GUARANTEED TO BE AVAILABLE AT TIME OF ORDER DUE TO STOCK OR MANUFACTURER DISCONTINUING PRODUCT WITHOUT NOTICE

Panel Trim : Black
 Interior Upper Panel : CF Stinson Binary Graphite BIN57
 Interior Lower Panel : CF Stinson Binary Graphite BIN57
 Exterior Upper Panel : CF Stinson Binary Graphite BIN57
 Exterior Lower Panel : CF Stinson Binary Graphite BIN57
 Counter Top : Dackor Rock, Ash A016
 Door & Drawer Front : Dackor Perfect Touch Super Graphite S149
 Cabinet : Panolam Pluswood 90S Black Chamois
 Edgeband : Panolam Pluswood 90S Black match
 Handle : Eagle Silver

Interior Upper Panel	Binary Graphite	Exterior Upper Panel	Binary Graphite	Counter Top	Rock Ash	Handle	Silver
Interior Lower Panel	Binary Graphite	Exterior Lower Panel	Binary Graphite	Cabinet	Black	Door/Drawer Front	Perfect Touch Super Graphite

CARPET SELECTIONS

Carpet : N/A
 Cove Base : N/A
 Installation Method : N/A

Carpet	Cove Base	Installation Method
N/A	N/A	N/A



8207 SouthPark Circle
 Littleton, CO 80120
 1.800.788.2810 F.303.683.4454
 www.xybix.com

Sales : Megan Clayborn
 Email : MeganC@xybix.com
 Designer : Jamie Anderson
 Email : JamieA@xybix.com

Lee's Summit New Build Training
 Shipping Address TBD
 Lee's Summit, MO 64063

Opportunity: 0031550

Carpet Opp: N/A

Drawing Name:
 FINISH SELECTION

SHEET: D100
 SCALE: 3/8" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: REV

1

CABLE EXTENSIONS (PER POSITION)

POSITION(S) TYPE: WS 9-10



8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Megan Clayborn
Email : MeganC@xybix.com
Designer : Jamie Anderson
Email : JamieA@xybix.com

Lee's Summit New Build Training
Shipping Address TBD
Lee's Summit, MO 64063

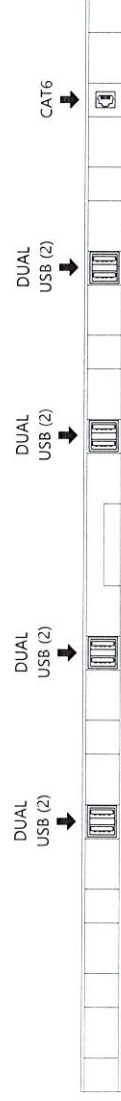
Opportunity:	0031550
Carpet Opp:	N/A
Drawing Name:	CABLE SHEET

SHEET:	SCALE
D11.0	

NOTE: This design & layout is the property of XVRIX Systems, Inc. & is not to be used in any written manner without express written permission by XVRIX Systems, Inc.

Sign-Off Initials:	REV 1
--------------------	-------

DUAL SURFACE DATADOCK CABLES (For Keyboard, Mouse and Phone connections)



Datadock has (5) additional slots for expansion if more than (8) USB's and (1) CAT6 is needed. Please note that additional cables will be charged separately.

KEYBOARD SURFACE CABLES (ONLY applies for Monitor or Touchscreen sitting on Keyboard Surface)

	VGA Male / Female Extension Standard Connection for monitors.
	DVI-D Male / Female Extension Typical for Hi-Resolution
	DVI-I Max Length: Male / Female Extension Typical for Hi-Resolution
	HDMI Male / Male Extension Typical for Hi-Resolution
	Display Port Male / Male Extension Typical for Hi-Resolution
	USB Keyboard & Mouse
	CAT6 Phone ONLY

If different cable connector types are required it is your responsibility to contact your Designer or Sales Rep. You agree that any changes to this order following receipt of sign-off drawing and PO may result in additional cost that will be expensed to the client.

Signature:

Date:

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Xybix Systems, Inc.

[Scope of Work]

Vendor shall be responsible for meeting the following project schedule –

- Project to be awarded following the 11/18/25 City Council Meeting
- Purchase Order to be finalized by Dec. 16, 2026
- New Dispatch Consoles Install February 11-March 3, 2026
- Relocation of owner's consoles May 28-June 10
- Project Complete June 10, 2026

Vendor shall also be responsible for the following:

- Coordinate with the City and Contractor on all deliveries and installation of the product
- Take precautions to protect the building from damage during delivery and installation. Any damage to the building deemed the responsibility of the furniture contractor shall be repaired or replaced at no cost to the Owner.
- Removal of any packaging, crating, and other refuse associated with the purchase/delivery from the site
- Storage of product for a minimum of 60 days beyond the completion date listed above at no additional cost in the event that the schedule changes
- Installation of all necessary trim, gang plates, adapters, etc., in coordination with the project construction manager. Construction manager will provide and install recessed flooring, standard power and data cabling, in accordance with equipment requirements.
- Xybix's Premier Plus Warranty shall be provided and clearly defined, including all conditions and exclusions, as well as the policies and procedures for replacing items. The warranty period will begin immediately following installation.
- Field verification of conditions, room sizes, and coordination with power/data locations
- Confirm exact locations for items to be attached to the walls and grommet openings in furnishings prior to commencing work.
- Furnishings should be left clean and free of dust and ready for use.

- Verification of Prevailing Wage and submittals of such to the City as requested.
- As-built drawings reflecting any deviations from the plans.
- Maintenance and Operations manuals for equipment.