

RESOLUTION #2019-14

A RESOLUTION AUTHORIZING A CONTRACT WITH FINCH AUDIO, LLC, WHICH WILL PROVIDE EQUIPMENT, SERVICE, LIGHTING, AND AUDIO (SOUND) SERVICES SCHEDULED IN SUPPORT OF CITY OF WILDWOOD EVENTS DURING ELEVEN (11) CONCERTS IN 2019.

WHEREAS, the City of Wildwood contracted with eleven (11) musical groups for performances in 2019; and

WHEREAS, Finch Audio, LLC, has proven to have the resources and skills to provide unique solutions regarding sound and lighting during these types of City of Wildwood musical events; and

WHEREAS, Finch Audio, LLC, is familiar with, and has a working knowledge of, many of the City of Wildwood events/concerts; and

WHEREAS, the Co-Interim City Administrators and the Director of Planning and Parks recommend entering into a contract with Finch Audio, LLC, not to exceed the amount of \$15,500.00, to provide personnel, equipment, lighting, and audio services, for eleven (11) City of Wildwood concerts that are planned during the 2019 season.

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

SECTION ONE: The City Council of the City of Wildwood, Missouri, hereby authorizes the Mayor of the City of Wildwood, Missouri, to enter into a contract with Finch Audio, LLC, for certain services relating to the City's planned musical events.

SECTION TWO: The amount of this contract is based upon a *not-to-exceed* amount of fifteen thousand and five hundred dollars (\$15,500.00), as set forth herein. A Certificate of Insurance (COI) shall be provided to the City of Wildwood by this vendor.

SECTION THREE: This Resolution shall be effective upon passage and approval.

PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD THIS _____ DAY OF _____, 2019.

JAMES R. BOWLIN, MAYOR

ATTEST:

CITY CLERK

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: **Planning and Parks**

DATE: **March 4, 2019**

THIS AGREEMENT, made and effective this **4th** day of **March 2019**, by and between the **City of Wildwood, Missouri**, a municipal corporation hereinafter referred to as "City", and **Finch Audio, LLC**, hereinafter referred to as "Consultant", with a business address of: **5114 Darren Drive, House Springs, Missouri 63501**.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Provide equipment and service for eleven (11) City of Wildwood musical events during 2019 (eleven (11) musical events associated with six (6) City events). Finch Audio, LLC will provide sound and lighting services for all musical events, to include three (3) Music on Main Concerts, one (1) concert during the 2019 Back to School Party, two (2) concerts during the 2019 Celebrate Wildwood Event, and five (5) mini-concerts during the 2019 Wildwood Art Festival. In addition, Finch Audio, LLC will provide a public address system for announcements to be made during the events to attendees. The City of Wildwood Agrees to the information provided in the attached Finch Audio, LLC, Portable Audio Equipment Provision Contract and labeled Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed fifteen thousand five hundred dollars (\$15,500.00), as set forth on an Attachment B, attached hereto, and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first

be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before May 17, 2019, shall be completed on or before October 20, 2019, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Consultant

By _____

Title _____

City of Wildwood

By _____

Title _____

ATTEST:

DATE: _____

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements