



FINANCE COMMITTEE

Monday, September 13, 2021 3:30 PM

Administration Conference Room, City Hall

1. Call to Order

2. Financial Updates

3. Action Items

- A. Approve the minutes for the August 9, 2021 meeting
- B. Approve the minutes for the August 30, 2021 meeting
- C. Approve a three-year contract renewal with Curious Eye Productions for broadcast management services and technical consulting (Administration)
- D. Approve a construction agreement with SGI to reconstruct the stairs and relocate the Grigsby Statue in Pocket Park (Public Works)
- E. Approve a supplemental agreement with Alliance Water Resources for the management, maintenance and operations of the City's wastewater treatment and collection system (Public Works)
- F. Approve Work Authorization No. 6 with Vireo for the design of the park entryway signage (Public Works)

4. Non-Action Items

- A. Quarterly Projects Update

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
Monday, August 9, 2021 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

The meeting was cancelled due to the lack of a quorum.

2. Financial Updates

A. City Administrator Approvals

3. Action Items

A. Approve the minutes for the July 12, 2021, meeting

B. Reject bids associated with the improvements to the Busch Drive cul-de-sac and authorize staff to obtain three quotes

C. Approve Change Order No. 1 with Gunter Construction for storm sewer, concrete pavement and a traffic barrier near Lakeview Drive related to the improvements to Route 9 from Highway 45 to Lakeview Drive

4. Non-Action Items

A. Quarterly Project Update

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Submitted by:

Melissa McChesney
City Clerk

Approval Date



Finance Committee Meeting
Monday, August 30, 2021 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 4:35 p.m.. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman (*left meeting at 5:48 p.m.*), Nan Johnston (*joined meeting at 3:50 p.m.*), Tina Welch and Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Police Captain Jon Jordan, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

Others Present: Beth Tatarko, The Austin Peters Group

2. Financial Updates

A. City Administrator Approvals

City Administrator Joe Parente provided an overview of purchases approved within his authority.

B. 2nd Quarter 2021 Budget Variance Report

City Administrator Joe Parente provided an overview of the second quarter 2021 budget variance report.

3. Action Items

A. Approve the minutes for the July 26, 2021, meeting

Dave Rittman moved to approve the minutes for the July 26, 2021, meeting. Tina Welch seconded; motion passed 4-0.

B. Approve the 2021 Parkville Economic Development Council Community Partnership Agreement

City Administrator Joe Parente stated that the Finance Committee discussed the annual renewal with the Parkville Economic Development Council on June 7 and took no action in order for additional discussion prior to approval of the agreement. He noted that the agreement outlined common goals instead of a list of services they would provide to the City. The city attorney modified the proposed agreement.

Rittman moved to recommend that the Board of Aldermen renew the Economic Development community partnership agreement with a contribution of \$40,000 to the Parkville Economic Development Council, through December 31, 2021. Welch

seconded; motion passed 4-0.

C. **Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall**

City Administrator Joe Parente stated that the lease agreement was held over while the cooperation agreement was being modified. The annual fee was the same as the previous agreement for use of office space and equipment. Discussion focused on the location of the office in a government building.

Mayor Johnston joined the meeting at 3:50 p.m.

Rittman moved to recommend that the Board of Aldermen approve a three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall, subject to legal review by the city attorney. Welch seconded; motion passed 5-0.

4. **Non-Action Items**

B. **Salary Survey Update**

Chair Sportsman requested that item 4B be discussed after the previous item so the presenter did not have to sit through the entire meeting.

Finance/Human Resources Director Matthew Chapman stated that the City hired the Austin Peters Group in 2017 to conduct a salary and compensation study and they were engaged in 2021 to complete the update.

Beth Tatarko, Austin Peters Group, provided a summary of the update; presentation attached as Exhibit A. Discussion focused on the reasons why the City was behind its peer communities again, the peer communities selected and budgeting. It was noted that the City's annual increase was two percent each year, which was not as aggressive as peer communities.

D. **Approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3**

Public Works Director Alysén Abel said that the City maintained the tornado sirens within the city limits. The fire station on Highway 45 was expanded and the Southern Platte Fire Protection District (SPFPD) requested reimbursement to relocate the siren at the station. The Finance Committee discussed the reimbursement at the March 9, 2020, meeting and the motion to approve a work authorization failed by a vote of 0-3. She added that the fire chief proposed a fee of \$150 per month and staff felt a reasonable amount to cover the electricity costs was approximately \$20 per month, which was based on the costs for the other sirens. City Administrator Joe Parente noted the fire district might reject the proposed agreement because it was not the amount originally requested.

Discussion focused on relocating the siren to another area of the city or into unincorporated Platte County. City Administrator Joe Parente said he would contact the fire chief to discuss the terms of the proposed agreement.

Rittman moved to recommend the Board of Aldermen approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3. Welch seconded; motion passed 5-0.

E. **Approve a purchase order with Axiom Instrumentation Services to purchase a dissolve oxygen meter for the wastewater treatment plant**

Public Works Director Alysén Abel stated that the wastewater treatment plant used dissolve oxygen meters to assist with monitoring that the wastewater is treated properly. She added that only two local vendors provided the meter and the low bidder was Axiom Instrumentation Services.

Rittman moved to recommend the Board of Aldermen approve a purchase order with Axiom Instrumental Services for the dissolved oxygen meter for the wastewater treatment plant in the amount of \$11,041. Welch seconded; motion passed 5-0.

F. **Approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfields project**

Vice Chair Rittman left the meeting at 5:48 p.m.

Public Works Director Alysén Abel said that the ballfield concept in Platte Landing Park was included in the 2016 Parks Master Plan and the parks sales tax referendum educational materials. Conceptual drawings were used to apply for a Platte County Parks and Recreation Partnership grant; the City received \$1 million in grant funding. The total budget for the project was \$3.5 million. She noted that public comments and concerns would be addressed during the design phase which would be completed by McClure Engineering. Vireo would be a sub-consultant responsible for the public engagement portion of the project; plans were outlined in the proposal. She added that McClure would develop plans and specifications following public engagement. The master plan and overlay concepts would be reviewed to determine what the final design would look like.

Discussion focused on public engagement, budget, financing, traffic studies and the selection of McClure as the design engineer

Robert Lock moved to recommend that the Board of Aldermen approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfield project in the amount of \$264,780. Welch seconded; motion passed 4-0.

4. Non-Action Items

A. **Quarterly Projects Update**

Chair Sportsman stated the update would be presented at the September 13 meeting.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Nan Johnston requested approval by the Finance Committee for reimbursement of expenses over the past year. Chair Sportsman recommended that she submit the form and documentation for approval.

7. Adjourn

Chair Sportsman adjourned the meeting at 7:17 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

**CITY OF PARKVILLE
Policy Report**

Date: August 27, 2021

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve a three-year contract renewal with Curious Eye Productions for broadcast management services and technical consulting (Administration)

BACKGROUND:

Curious Eye Productions has been involved with broadcasting City meetings since 2004. Curious Eye records the meetings of the City's boards and commissions, including the Board of Aldermen, Planning and Zoning Commission, Community Land and Recreation Board and Board of Zoning Adjustment.

The Board of Aldermen approved a three-year contract extension in 2018 that expired on December 31, 2020. In 2020, they completed upgrades to the broadcasting system in the court room. Overall, staff has been happy with the quality of service received from Curious Eye. As a result, staff proposes a three-year contract extension to maintain the current quality of service and to lock in a long-term hourly rate. Curious Eye will continue to produce, manage and operate the recording system, including hiring and training all production personnel to film and broadcast meetings.

Under the renewal agreement, Curious Eye's production oversight services will be billed at the same rate of \$85 per hour in a maximum amount not to exceed \$850 per month (10 hours). Production assistant compensation will be billed at a flat rate of \$50 per meeting (estimated at \$200 per month). The City will also have annual subscription costs for the online storage service of approximately \$500 per year. A subscription service is recommended in lieu of a free service in order to avoid uncontrolled advertisements on public meeting broadcasts.

BUDGET IMPACT:

The 2020 Public Information (540) budget includes technical consulting services estimated at \$850 per month (\$10,200 per year), production assistant costs for an estimated 51 meetings (\$2,550 per year) and \$860 per year for routine supplies and maintenance.

ALTERNATIVES:

1. Approve a three-year contract renewal with Curious Eye Productions for broadcast management services and technical consulting.
2. Do not approve the contract and provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve a three-year contract with Curious Eye Productions for broadcast management services and technical consulting.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a three-year contract renewal with Curious Eye Productions for broadcast management services and technical consulting through December 31, 2023 in a total amount not to exceed \$13,610.

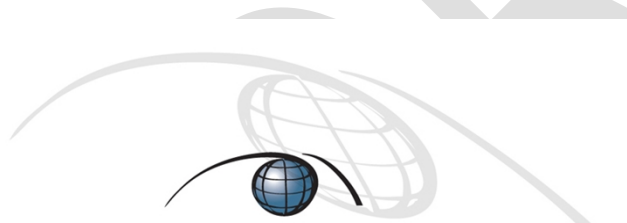
ATTACHMENTS:

1. Draft Agreement



Parkville Government Access Channel Three-Year Contract

Submitted By:



Curious Eye Productions

1028 West Street, Parkville, Missouri 64152

Office: 816-584-9995 Fax: 816-584-9996

www.curiouseye.tv

Date: August 10, 2021

Contract

Agreement made this ____ day of September 2021, by and between THE CITY OF PARKVILLE, with its principal offices located at 8880 Clark Avenue, Parkville, MO 64152 (hereafter "Parkville"), and Curious Eye Productions, a Missouri-based LLC with its principal offices at 1028 West Street, Parkville, Missouri 64152 (hereafter "CEP").

WHEREAS Parkville requires broadcast management services and technical consulting required to operate the Parkville Government Access Channel;

WHEREAS Parkville Government Access Channel operations involve the recording, live streaming and on-line archiving of Board of Aldermen and Planning Commission meetings; and

WHEREAS Parkville desires to engage CEP to operate the Government Access Channel, pursuant to the terms and conditions set forth herein; and

WHEREAS CEP is in the business of broadcast management, technical consulting and video production and desires to be engaged by Parkville to operate the Government Access Channel.

NOW, THEREFORE, the parties agree as follows:

1. **Conditions:**

Description of the scope of work is based on the following conditions:

- 1.1 CEP will provide the services set forth in this agreement. Any other services will be subject to a separate agreement. The scope of work does not include maintaining a 24-7 broadcast or producing original content outside the context of public meeting broadcasts.
- 1.2 The only creation of content that will occur as part of this agreement will be the recording of Board of Aldermen, Planning Commission and Community Land & Recreation Board (CLARB) meetings - not more than five meetings per month. Additional meetings may be added at the request of Parkville. However, depending on the circumstances, additional meetings may require work hours beyond what is currently budgeted in the scope of work. Additional costs will be mutually agreed to by Parkville and CEP before work is performed for added meetings.
- 1.3 The Board of Aldermen, Planning Commission and CLARB meetings will be streamed live to the web, recorded to DVD and digital file and archived on Vimeo or another similar web-based storage option.
- 1.4 All equipment used for the purposes of live streaming, recording and archiving meeting broadcasts will be provided by Parkville. The use of CEP owned gear is not included in this agreement.
- 1.5 Parkville will provide CEP with the following in order to enable the completion of work in an efficient, effective and timely fashion:
 - Reasonable and necessary access to the Board Chamber at City Hall and the Government Access Channel control room
 - A point person at City Hall who will serve as the Government Access Channel liaison and arrange for access to Parkville's IT consultant if internet connection issues arise
 - A clean, reliable internet connection with sufficient bandwidth to enable live streaming of content
 - A clear process for obtaining the necessary approvals for major equipment purchases on behalf of the Government Access Channel and a prompt response when a purchase request is made

2. **Description:**

2.1 **SCOPE OF WORK**

CEP will complete the following as part of an ongoing management services and technical consulting agreement:

- a. Manage station operations, ensuring that trained personnel handle all Board of Aldermen and Planning Commission meeting broadcasts and that any technical problems are evaluated and repaired in a timely fashion.
- b. Provide the necessary qualified staff to furnish services set forth in this agreement, including recruitment, hiring, compensation, training, scheduling and supervision. CEP shall comply with all applicable state, federal and local employment laws.
- c. Maintain the legally required archive of recordings of all public meetings handled as part of this agreement. This includes digital files archived on hard drives, DVD copies, and the online archive.
- d. Maintain and update the Government Access Channel's online streaming site for live broadcasts of public meetings and Parkville's online archive.
- e. Communicate with all vendors supplying Government Access Channel equipment, software and services if technical issues arise.
- f. Perform regular maintenance on Government Access Channel computer systems and equipment to ensure smooth operation.
- g. Review and make recommendations regarding budgeting, staffing and equipment.
- h. Purchase and install any necessary replacement equipment.
- i. Prepare and present written and oral reports regarding the status of Government Access Channel operations as requested.
- j. Establish and maintain effective working relationships with city staff and elected officials.
- k. Maintain the public address system in the Board chamber and troubleshoot technical issues as they arise.

CEP will spend up to 10-hours per month completing these tasks. If for any reason additional work hours are needed, CEP will obtain written permission from the City Administrator in advance. Such additional hours will be provided at the cost of \$85.00 per hour.

3. Time frame:

The terms of this agreement will apply from January 1, 2021 through December 31, 2023.

4. Consideration:

4.1 Government Access Channel operation

CEP will bill Parkville on a monthly basis for all work hours completed.

For management and technical consulting services, CEP will charge \$85.00 per hour in 15-minute increments not to exceed a total of 10-hours per month without prior written authorization from the City Administrator.

Production assistants handling Board of Aldermen, Planning Commission, Community Land and Recreation Board and Board of Zoning Adjustment meeting broadcasts will be billed at a flat rate of \$50.00 per meeting. If two meetings are held back to back, CEP will bill for two separate meetings.

CEP is authorized to arrange for the following purchases on Parkville's behalf:

- Yearly subscription for internet streaming - approximately \$499.00
- Miscellaneous supplies including DVDs and hard drive storage – maximum amount not to exceed \$100.00 per year
- Routine equipment purchases to maintain continuity of operations including, but not limited to, computer monitors, audio cables, and RAM – maximum amount not to exceed \$200.00 per year.

CEP will make all necessary arrangements for the purchase of equipment, supplies and services for the Government Access Channel. Parkville will pay the vendors directly for all such purchases unless other arrangements are agreed to in advance by both parties.

4.2 Additional work hours:

In the event that additional work hours or production assistant time is requested by Parkville, CEP will invoice for that staff time at the conclusion of the month in which the work was completed. Staff hours will be billed according to the terms outlined in section 4.1.

4.3 Payment terms:

All payments are due 30 days from receipt of invoice.

5. Ownership of Project Materials and Copyright: Parkville will be the sole owner of the Project Materials and all other results of CEP's work and services under this agreement (the Project Materials and said results are hereinafter referred to as "the Work"). CEP acknowledges and agrees that the Work is being specially ordered by Parkville and shall constitute "work made for hire" for Parkville under all relevant copyright laws.

CEP acknowledges and agrees that Parkville will be the sole and exclusive owner of all copyright, title and interest in the meeting recordings that are produced as a result of work completed as part of Project 1 and all components thereof.

6. CEP's Representations and Warranties: CEP represents, warrants and covenants that it has all necessary rights and power to enter into and fully perform this agreement and that the Project Materials will be free of any liens, claims or encumbrances whatsoever in favor of any other party.

CEP also warrants that it will comply with all laws, rules and regulations applicable to the work to be completed and the employment of individuals therefore including but not limited to employment and immigration laws.

7. Indemnifications: Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree, to the extent allowed by law, to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with this Agreement.

8. Independent Contractor Status: CEP shall provide all work and services hereunder as an independent contractor. CEP shall have the entire responsibility as an independent contractor to discharge all of its obligations under any federal, state or local laws, regulations or orders now or hereafter in force, including, without limitation, those relating to taxes, unemployment compensation or insurance, social security, workers compensation, disability benefits, tax withholding, and employment of minors, and including the filing of all returns and reports required of independent contractors and the payment of all taxes, assessments, contributions, and other sums required of them.

9. Force Majeure: If CEP or Parkville fails to perform any obligation hereunder because of unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond their control, such failure shall not be deemed a breach of this agreement, and if any time period for performance is specified, such period shall be deemed extended accordingly.

10. **Termination:**

10.1 Termination for cause: This agreement may be terminated by either party in the event of a material breach by the other, provided that such breach has not been cured within 30 days of written notice thereof to the breaching party. The ownership, representation and warranty, and indemnification provisions of this agreement will survive termination.

10.2 Termination for convenience: Either party may terminate this contract at any time by providing 30 days written notice. If the contract is terminated in this fashion, Parkville will pay CEP for all work completed and expenses incurred up until the date of termination.

11. **Miscellaneous Provisions**

11.1 Applicable law: This agreement will be subject to and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be entirely performed therein without regard to that jurisdiction's choice of law provisions. The parties hereby agree that any claim or dispute arising from this agreement shall be subject and submitted to the exclusive jurisdiction of courts of competent jurisdiction located in Platte County, Missouri.

11.2 Modification, amendments or waiver: No modifications or amendments to this agreement shall be made, or no waiver of the terms and conditions of this agreement shall be effected, except as may be mutually agreed upon in writing by both CEP and Parkville.

11.3 Successors and assigns: Neither party may assign this agreement or its rights hereunder, or delegate its obligations hereunder, in whole or in part, without the advanced written consent of the other party.

11.4 Entire understanding: This agreement, together with all exhibits attached hereto, is intended by the parties to be the final, complete and exclusive expression of their agreement and understanding and supersedes all prior and contemporaneous contracts, representations, and understandings (written or oral) between the parties concerning the subject matter hereof.

11.5 Severability: In the event that any provision of this agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the agreement or modified to render it reasonable, and the remaining provisions of this agreement or the modified provision as provided above, shall continue in full force and effect and be binding on the parties so long as such remaining or modified provisions reflect the intent of the parties at the date of this agreement.

11.6 Paragraph headings: The paragraph headings used in this agreement are for convenience only and shall not be deemed to be a binding portion of this agreement.

11.7 Facsimile signatures, counterparts: This agreement may be executed by original or facsimile signature and in counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same document.

11.8 Notices: All notices required by this agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

Notices sent by CEP shall be sent to:
City of Parkville
Attn: City Clerk
8880 Clark Ave.
Parkville, MO 64152

Notices sent by Parkville shall be sent to:
Curious Eye Productions
Attn: Anna Jaffe
1028 West Street
Parkville, MO 64152

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first
above written.

CITY OF PARKVILLE, MISSOURI

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CURIOUS EYE PRODUCTIONS, LLC

Name _____

Title _____

**CITY OF PARKVILLE
Policy Report**

Date: September 9, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with SGI to reconstruct the stairs and relocate the Grigsby Statue in Pocket Park (Public Works)

BACKGROUND:

In late 2020, the Board of Aldermen approved the Pocket Park Master Plan. Since that time, staff has been working on the first phase of the upgrades to Pocket Park that will include improvements to the frontage of the park through a construction agreement with McConnell & Associates.

It was determined that the reconstruction of the stairs and relocation of the statue needed to occur prior to the frontage improvements. There are concerns that new improvements along the frontage will be impacted by the heavy equipment needed. Staff will coordinate with the two contractors to phase out the work as necessary.

The construction documents for the design of the reconstructed stairs and relocation of the statue in Pocket Park were completed by Renaissance Infrastructure Consulting. The bid documents were released in August and on August 31st, the City received bids from three contractors. SGI was the low bidder with a bid of \$104,815.

BUDGET IMPACT:

The 2021 Parks Sales Tax Capital Improvements Project budget includes funding available for the Pocket Park Improvements.

ALTERNATIVES:

1. Approve a construction agreement with SGI for the stair reconstruction and statue relocation in Pocket Park.
2. Provide feedback related to the Pocket Park improvements.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction agreement with SGI for the stair reconstruction and statue relocation in Pocket Park.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with SGI for the stair reconstruction and statue relocation in Pocket Park in the amount of \$104,815.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

REVISED BID TABULATION

2021 Pocket Park – New Exterior Stairs and Relocation of Statue

Bid Opening Tuesday August 31, 2021
10:05 a.m., Public Works Conference Room

Bidder Name	TOTAL
MegaKC N. KCMO	\$122,828.00
* SGI Liberty, MO	\$104,815.00
Gunter Construction KCKS	\$172,350.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 POCKET PARK – NEW EXTERIOR STAIRS AND RELOCATION OF
STATUE**

This agreement is made and entered into this **21st day of September, 2021**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **SGI** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

SCOPE:

New Exterior Stars and Relocation of Statue as depicted in the construction plans.

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 60 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents/businesses with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be MCIB Mix No WA 610-1-4 (4500psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Sidewalk and sidewalk ramp repairs shall conform to ADA Standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND NO/100 (\$104,815.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

	Bid Form
	Addendum No. 1
Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Scope of Project
Exhibit D	Not Applicable
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates if Project Total Exceeds \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____.

Nanette K. Johnston
Mayor

ATTEST:

Melissa McChesney, City Clerk

SGI

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

ITEM 3.E.*For 9/13/2021**Board of Aldermen - Finance Committee Meeting***CITY OF PARKVILLE
Policy Report**Date: September 9, 2021Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a supplemental agreement with Alliance Water Resources for the management, maintenance and operations of the City's wastewater treatment and collection system (Public Works)

BACKGROUND:

Alliance Water Resources has managed the City's sewer operations since 2002. On July 27, 2020, the Board of Aldermen approved a three-year agreement for the management, maintenance and operations of the City's wastewater treatment and collection system. The agreement allows for annual increases based on estimated costs to maintain the system, not to exceed the Consumer Price Index. The 2021 contract is in the amount of \$305,712 and the proposal for the 2022 supplemental agreement is \$312,216, which is approximately a 2% increase.

The following table shows the management fee over the past years:

	<u>Management Fee</u>	<u>\$ Difference</u>	<u>% Increase</u>
2011	\$253,390	--	--
2012	\$258,138	\$4,748	1.87%
2013	\$264,000	\$5,862	2.27%
2014	\$275,395	\$11,395	4.32%
2015	\$282,245	\$6,850	2.49%
2016	\$290,483	\$8,238	2.92%
2017	\$293,400	\$2,917	1.00%
2018	\$299,826	\$6,426	2.19%
2019	\$305,712	\$5,886	1.96%
2020	\$305,712	\$0	0%
2021	\$312,216	\$6,504	2.13%

Alliance has done a great job providing oversight of the sewer plant and collection system, as well as keeping the City in compliance with state and federal regulations.

BUDGET IMPACT:

The Sewer Budget will include the sewer management fee. The 2022 budget will reflect the 2.13% cost increase.

ALTERNATIVES:

1. Approve a supplemental agreement with Alliance Water Resources.
2. Provide feedback associated with the sewer management contract.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the supplemental agreement with Alliance Water Resources.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a supplemental agreement with Alliance Water Resources for the management, maintenance and operations of the wastewater treatment and collection system in the amount of \$312,216.

ATTACHMENTS:

1. Supplemental Agreement
2. Three-Year Agreement

FISCAL YEAR 2022 SUPPLEMENTAL AGREEMENT

This supplemental agreement made and entered into as of this ____ day of _____, 2021, by and between The City of Parkville, Missouri (hereinafter referred to as "City") and Alliance Water Resources, Inc. (hereinafter referred to as "Alliance"),

WITNESSETH

WHEREAS, the City and Alliance entered into a Service Agreement on the 4th day of August, 2020 providing for the management, operation and maintenance services for the wastewater utility system owned by the City; and

WHEREAS, Section 5.1 of the aforementioned agreement provides for base compensation, herein referred to as Annual Fee as well as a Repair Limit; and

WHEREAS, Section 5.4 of the aforementioned agreement provides for the Annual Fee and Repair Limits to be subject to renegotiation and adjustment with the written consent of both parties on the anniversary of the contract commencement date; and

NOW THEREFORE, the City and Alliance hereby desire and agree to the following Service Agreement fees for Fiscal Year 2022:

Section V. A will read as follows during the Fiscal Year 2022:

V. COMPENSATION

- A. Alliance (Contractor's) Base Fee compensation under this Agreement shall be \$312,216.00 per year. The Repair Limit for this period shall be \$10,250.00. The limit shall not be exceeded without approval by the City.**

The revision above shall commence and become effective January 1, 2022.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the date and year first written above.

City of Parkville, Missouri

BY: _____
Mayor

(Seal)
Attest

Clerk

Alliance Water Resources, Inc.

BY: _____
Tim Geraghty, President

(Seal)
Attest

Mary Ann Perkins, Secretary

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4th day of August, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and ALLIANCE WATER RESOURCES ("Contractor").

WHEREAS, Contractor is engaged in the business of providing management operation, and maintenance services for the public wastewater utilities; and

WHEREAS, City owns a public wastewater treatment system and is engaged in providing public utility wastewater service in certain areas in or adjacent to the City of Parkville; and

WHEREAS, City desires to retain Contractor to perform certain operations and maintenance services in accordance with the terms and conditions as outlined in Exhibit B to this Agreement ("Construction Services"), and

WHEREAS, City has budgeted funds to acquire the services necessary to retain a third-party company to perform Sewer Management Services; and

WHEREAS, the Contractor has the necessary staff and qualifications to provide the Sewer Management Services to the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. INTRODUCTION

- A. The foregoing recitals are adopted as part of this Agreement.
- B. This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operation and maintenance of City's water system.
- C. This Agreement, including any and all Exhibits, Addendums, and Amendments thereto, is the entire Agreement between the City and the Contractor.

II. DEFINITIONS

- A. The "Facility" located at 12303 NW Hwy FF, Parkville MO 64152 means wastewater treatment plants, all pumping stations, pipes, storage tanks and basins and related equipment, vehicles and rolling stock owned by City and used in the treatment of wastewater.
- B. "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility items that cost more than (\$200); or (2) major repairs which significantly extend equipment or Facility service life and cost more than One Thousand Dollars (\$1,000); or (3) expenditures that are planned, non-routine and budgeted by City.
- C. "Base Fee" means a fixed sum for the Contractor's services. The Base Fee includes all direct costs including Repair Expense, labor, overhead, and profit for the Contractor's performance of operation and maintenance of the Facility as expressly required hereunder.

- D. "Preventative Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Contractor to maximize the service life of the equipment, vehicles, and Facilities.
- E. "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle or Facility or some component thereof.
- F. "Biologically Toxic Substance" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required by City's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- G. "Repair Limit" means the total dollar budget of the Contractor during a 12-month period for all Maintenance and Repair Costs. The Repair Limit is included in the Contractor's Base Fee. Receipts shall be submitted upon request of the City.
- H. "Force Majeure" means any event beyond the reasonable control of the Contractor, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, the Contractor's employees), civil commotion, epidemic, acts or omissions of City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from Abnormal Condition.
- I. "Service Commencement Date" means the date on which the Contractor begins operation and maintenance of the Facility.
- J. "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- K. "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity.

III. GENERAL

- A. It is understood that the relationship of Contractor to City is that of independent contractor.
- B. All grounds, facilities, equipment, and vehicles now owned by City or acquired by City shall remain the property of City.
- C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.
- D. This Agreement shall be binding upon the respective successors and assignees of each of the parties thereto.

3. Submit to City a monthly report describing the general operational and maintenance activities undertaken. Maintain adequate records to document this report in detail.
4. Develop and implement a comprehensive preventative maintenance program in accordance with manufacturer's recommendations and the system's operation and maintenance manual.
5. Perform corrective maintenance and repair of all Facility equipment.
6. Provide twenty-four (24) hour emergency services, seven (7) days per week, 365 days per year.

- E. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

Notices sent by Contractor shall be sent to:

City of Parkville
Attn: City Administrator
8880 Clark Ave.
Parkville, MO 64152

Notices sent by the City shall be sent to:

Alliance Water Resources
Attn: Tim Geraghty, PE
573-874-8080
206 South Keene Street
Columbia, MO 65201

This Agreement may be modified only in writing and signed by the parties. All releases, indemnities and limitations on liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

IV. SCOPE OF SERVICES

- A. Contractor shall operate and maintain the Facility in accordance with all applicable laws, ordinances, regulations and this Agreement and more specifically shall provide the following services:
1. Coordinate with regulatory agencies regarding treatment plant performance and compliance.
 2. Maintain communications with City to keep the client fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, etc. Attend all meeting of City and report on operations.

7. Staff Facility with qualified personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements, and Parkville specific certification requirements as described in Attachment 1.
8. Assist City with facility capital improvements planning, annual budget preparation, and other miscellaneous technical services.
9. Perform all sampling, testing, and analysis presently required by the existing permits, rules, and regulations. Perform additional testing as may be required in subsequent permits, rules, and regulations at an additional charge subject to approval of City. Pay for all outside and onsite laboratory testing.
10. Provide all lab supplies, office supplies, paper, postage, tools, etc. Provide all safety equipment to comply with OSHA regulations.
11. Provide necessary chemicals, consumable materials, and supplies.
12. Provide for all maintenance and repairs for the Facility provided the total amount does not exceed Annual Repair Limit of \$10,000. Contractor shall rebate to City the entire amount that the actual repairs were less than the Repair Limit in any year of this Agreement. City shall be responsible for all maintenance and repairs in excess of Repair Limit, providing City is notified in advance of any maintenance repairs in excess of Repair Limit.
13. Perform other services that are incidental to Scope of Services as directed by the City. Such services will be invoiced to City at Contractor's cost plus ten percent (10%). Incidental services shall not be performed without prior notification to the City.
14. Maintain all manufacturers' warranties and assist City in enforcing equipment warranties and guarantees.
15. Offer employment to all personnel assigned full-time to Facility as of the Service Commencement Date of this Agreement providing comparable benefits and wages. An exception to this can be made for the local plant manager, who is under a separate contract for their employment.
16. Perform Missouri One-Call Line Locates for sewer and storm sewer facilities.
17. Provide one (1) service vehicle and all necessary fuel, insurance, taxes and maintenance.
18. Provide and pay for all Cell Phone expenses for employees.
19. Provide one computer for employee use and pay all associated costs of computer software, upkeep, program updates, etc.

20. Provide Comprehensive or Commercial General Liability Insurance for bodily and/or property damage in the minimum amount of \$2 million or General Aggregate, \$1 million per occurrence and \$4 million Umbrella Aggregate.

B. The City shall:

1. Provide for Contractor use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at Facility or currently available to or assigned for Facility use.
2. Pay all repair expenses in excess of Repair Limit.
3. Make Capital Expenditures at the Facility as deemed necessary by City. Contractor will cooperate with the City to determine the necessity and cost of Capital Expenditures.
4. Pay all taxes or governmental fees or licenses, if any, associated with the Facility.
5. Pay all utility expenses.
6. Pay for all chemical additives to the pressure sewer system in Riss Lake as per current price.
7. Pay for all third party sludge hauling and disposal cost.
8. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Contractor.

V. COMPENSATION

- A. Contractor's Base Fee compensation under this Agreement shall be \$305,712.00 per year for the first year of service. The Base Fee includes a Repair Limit of \$ 10,000 per year. This limit shall not be exceeded without the approval by City.
- B. City will pay Contractor each month one-twelfth (1/12) of Base Fee and payment shall be due and payable on the first day of the month that services are rendered. All other compensation to Contractor is due upon receipt of Contractor's invoice and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.
- C. Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (U.S. City Average) in the prior 12 month period as published by the U.S. Dept of Labor. Such increase, however, shall not be less than 3% nor exceed 6% unless otherwise agreed upon.
- D. Base Fee shall be equitably adjusted for any substantial change in the costs of Facility operation and maintenance, including but not limited to changes in flow, customer accounts, plant design,

regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

- E. It is understood that Contractor Base Fee compensation for the first year of service includes specifically the following:

Salary, Benefits & Support Services
Office Expense
Travel Expense
Repair Expense
Chemical Expense
Maintenance & Supplies
Outside Services
Equipment Insurance & Miscellaneous
General & Administrative Expenses
Management Fee
Repair Limit of \$10,000

VI. TERM AND TERMINATION

- A. The initial term of this Agreement shall commence on the 1st day of January, 2021, and shall extend for a period of three (3) years. Thereafter, the Agreement shall be renewed automatically for successive terms of three (3) years each unless cancelled by either party in writing no less than ninety (90) days prior to expiration.
- B. This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.
- C. Such termination shall be effective as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.
- D. If a breach is claimed by Contractor over a disputed invoice or payment, Contractor will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period. The parties agree that any and all disputes under the terms of this Agreement shall be determined by arbitration. The parties shall choose a neutral arbitrator which will be governed by the rules of the American Arbitration Association or those rules mutually agreed upon by both parties.

- E. Upon notice of termination, City and Contractor shall agree to an action plan that will enable City to resume operation in an organized fashion. The Contractor agrees to assist and cooperate with City in any such transition.

VII. INDEMNITY

- A.C Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.
- B.C Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VIII. LIABILITY

- A.C Contractor shall be liable for fines or civil penalties imposed by regulatory agencies for violation of City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Contractor negligence or willful conduct. Contractor shall be given full authority to contest such violations and City shall assist Contractor in such proceedings, except that the City shall not have responsibility for any legal fees. Except to the extent caused by Contractor's negligence, willful conduct, or breach of its obligations under this Agreement, Contractor shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to abnormal conditions.
- B.C Contractor's liability to City under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility.

IX. INSURANCE

- A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "A"**.

X. WARRANTY

- A. Contractor warrants that it will operate and maintain the Facility in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for maintenance and operation of similar facilities within Facility's design capacity.

XI. FORCE MAJEURE

- A. All parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

XII. OWNERSHIP OF WORK PRODUCT

- A. Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of its right title and interest in and to such Works.

XIII. MISCELLANEOUS PROVISIONS

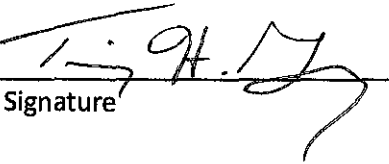
- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- H. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

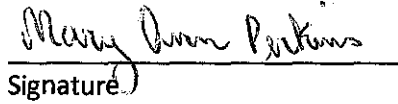
ALLIANCE WATER RESOURCES

By: 
Signature

TIMOTHY H. GERAGHTY
Name

PRESIDENT
Title

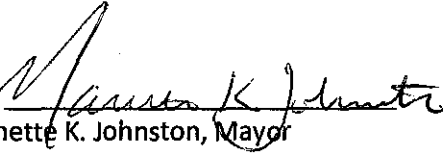
ATTEST:


Signature

Mary Ann Perkins
Name

Secretary
Title

CITY OF PARKVILLE, MISSOURI

By: 
Nanette K. Johnston, Mayor



ATTEST:

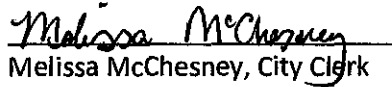

Melissa McChesney, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, and a **copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claim made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's

Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Contractor shall maintain minimum limits in accordance with Section IV, Paragraph A.20 of the Service Agreement.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$3,000,000.00 per occurrence and \$3,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT B

SCOPE OF SERVICES SEWER MANAGEMENT SERVICES

The scope of services includes the daily operations and maintenance of the City's Extended Air Wastewater Treatment Plant, 6 pump stations, and approximately 31 miles of gravity and force mains.

The operations and maintenance requires 3 full-time local employees, consisting of one local plant manager and 2 operators. The employees should meet the minimum levels of experience and certifications as required by the State of Missouri. In addition to the state requirements, the City will require one employee be certified "B" Operator or higher and one employee be certified "C" Operator or higher.

All employees must reside within a 20-mile radius of Parkville city limits, in order to respond to emergency call-outs. Sewer operations and maintenance requires a least one employee available for emergency call-outs 24-hours a day, 7-days a week, 365-days per year.

The company shall include resident experts in the wastewater industry, available to help support the City and local employees with wastewater-related issues. Any expenses incurred associated with the additional expertise needed within the company shall be included in the Base Fee.

Other services include land application of all biosolids, monitoring the odor control unit at Riss Lake, and performing storm and sanitary sewer utility locates generated through the Missouri One-Call system.

The local plant manager will serve as a main contact for all sewer-related issues on behalf of the City and will coordinate with Public Works employees on collaborative efforts.

The company providing the sewer management services shall provide and maintain Workers Compensation for all employees as required by Law. The company shall provide all employee benefits, payroll taxes, insurance, retirement, training, vacation, overtime, etc. The company shall also provide a Certificate of Insurance, and associated endorsements, as required by City contract documents.

The local plant manager will be responsible for management of sewer-related spending associated with the sewer operations. The manager will also be responsible for providing input into the development of the sewer operations budget and capital improvements program. The local plant manager will be responsible for overseeing the preventative maintenance program of wastewater pumps.

The management fee shall be paid monthly. The City is not responsible for any additional overtime accrued for operations and maintenance activities.

The term of the agreement shall be for a three-year period. The cost provided in the proposal response shall include the total cost of sewer management services for the annual period beginning January 1, 2021 through December 31, 2021.

**CITY OF PARKVILLE
Policy Report**

Date: September 9, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 6 with Vireo for the design of the park entryway signage (Public Works)

BACKGROUND:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with Vireo. On April 6, 2020, the Board of Aldermen approved a work authorization with Vireo for the conceptual design for the parks entryway signage.

A small committee comprised of the Mayor, Board of Aldermen, Community Land and Recreation Board members and staff was assembled to work directly with the consultant on the design concepts for the monument signage at the entrance to the park. Based on further discussions with the small committee, there was a desire to provide additional vehicular and pedestrian-level signage. An additional work authorization was approved to expand the design to include the conceptual design for the various signage.

In order to fabricate and install the signage, the City will need to hire a consultant to provide final construction drawings and specifications for each type of sign. Vireo provided a scope and fee for the additional design services; the proposed work authorization is in the amount of \$33,260.

BUDGET IMPACT:

The 2021 Parks Sales Tax Capital Improvements Program includes \$100,000 for the parks entryway signage. Additional funding will be included in the 2022 budget for the fabrication and installation of the various types signage in the park.

ALTERNATIVES:

1. Approve Work Authorization No. 6 with Vireo for the final design of the parks entryway signage.
2. Provide feedback to staff related to Vireo's proposal.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with Vireo for the final design of the various monument, vehicular and pedestrian level signage.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve Work Authorization No. 6 with Vireo for the design of the parks entryway signage in the amount of \$33,260.

ATTACHMENTS:

1. Draft Work Authorization No. 6
2. Proposed Scope and Fee
3. On-Call Professional Services Agreement



WA # 6-21

Work Authorization

City of Parkville
Department of Public Works

Preparation date:

9/21/2021

To:

Vireo
Attn: Craig Rhodes
929 Walnut, Suite 700
KCMO 64106

\$33,260

General Scope of Work Description/Project:

On-Call Engineering & Architectural Services – Park Entryway Signage Design:

Professional Services to design the Parks Entryway Signage to include the (1) primary monument / entryway sign; (2) secondary monument / park level signs; (3) vehicular directional signs; (4) informational / kiosk signage; and (5) pedestrian directional signage. The design will include drawings, material / color selections, and lighting concepts.

The design phases include Design Development and Construction Document Development.

See Attachment "A" Scope of Work

Primary Tasks: (List task and hours):

Estimated Total: \$ 33,260

Project Start Date:

8/21/2021

Estimated Completion Date:

2/1/22

Budget Account Code:

41-550-08-03-00

Schedule:

Authorization: _____

Signature: _____

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

**ATTACHMENT A
SCOPE OF SERVICES**

PARKVILLE RIVERFRONT PARKS SIGNAGE

Project Description

It is understood that the city of Parkville would like to develop construction documents for a number of vehicular and pedestrian level signs including both monuments and wayfinding. It is also understood that the Client's design and construction budget for year 2021 is \$100,000. This Scope of Services includes design, lighting, bidding and limited construction phase oversight for the preferred concepts, as described below. Any needed survey and/or utility locates will be provided by the Client. Subsurface investigations and structural engineering will be the responsibility of the signage fabricator.

Base Scope of Services

A. MEETINGS

- 1) Vireo will participate in up to three (3) meetings during this scope of work to discuss the signage designs, costs, and to prepare for bidding.

B. DESIGN DEVELOPMENT (DD)

- 1) Vireo will visit the potential sites for each sign to assess existing conditions.
- 2) Vireo will further develop the approved concept designs for the following signs:
 - Primary Monument (Entry Monument)
 - Secondary Monument (Park Level)
 - Vehicular Directional
 - Info/Kiosk
 - Pedestrian Directional

Designs will include:

- Scaled drawings with rough dimensions
 - Material and color selections
 - Lighting concepts for monument signs
- 3) Opinions of Probable Costs will be developed for each sign.
 - 4) Following one (1) review and comment by the Client, Vireo will make revisions and move into the Construction Document phase.

C. CONSTRUCTION DOCUMENTS (CD'S)

- 1) Vireo will further develop the approved DD package. CD's will include:
 - Scaled drawings with dimensions
 - Material and color selections
 - Lighting and electrical design for monument and park level signs
- 2) Opinions of Probable Costs will be developed for each sign.
- 3) Technical specifications, as necessary, will be developed.
- 4) It is assumed that all front end documents necessary for public bidding will be provided by the Client.

- 5) Following one (1) review and comment by the Client, Vireo will make revisions to prepare for bidding.

D. BIDDING

- 1) The following is a summary of the products to be included in the Bid Phase.
 - Provide construction documents to Plan Room
 - Answer bidder questions during the bid phase and prepare written addenda to the bid documents as required and/or requested. It is assumed less than four (4) addenda will be required.

E. CONSTRUCTION ADMINISTRATION (CA)

The following scope shall include CA services for the Primary and Secondary Monument signs only.

- 1) During this phase, Vireo will provide a lead representative who will be directed by the client and serve as the lead administrative contact for the duration of this project. A 3-month schedule is assumed.

Vireo shall advise and consult with the client during the construction phase. Vireo shall have authority to act on behalf of the client only to the extent provided in the contract and with the concurrence of the client.

Vireo shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Vireo be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Vireo shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

- 2) Vireo will provide general consulting services to the client during the execution of this project. Costs for this task are based on reasonable estimates of unspecified work efforts and serve as upper limits for services to be performed on an as-needed basis. Services provided under this task may include design modifications and response to general questions.
 - a. Attend one pre-construction conference with client and contractor.
 - b. Vireo will attend up to 2 construction progress meetings. Additional meetings will be considered Additional Services.
 - c. Attend up to 2 site visits. These visits shall coincide with the progress meetings when possible. Vireo will report to client any deviations from the Contract Documents or from the most recent construction schedule submitted by the Contractor, including any opinions and suggestions regarding defects and deficiencies observed in the Work. The

On-Site Project Representative has the authority to reject Work that does not conform to the Contract Documents.

- d. Attend one Substantial Completion walk-through, compile notes, and prepare a punch-list of corrective items, which will address remaining work as required by the Contractor. After the Contractor has stated he/she has corrected the punch-list items, Vireo shall attend a Final Completion walk-through and prepare a final punch-list of corrective items.

Vireo will be available to assist the City with RFI's, shop drawing and submittal reviews, change orders, and attend additional progress meetings and site visits on an hourly basis as defined on the Schedule of Hourly Billing Rates below.

Terms of construction observation services

The visual observation of the Contractor's completed work to permit Vireo, as an experienced and qualified professional, to determine that the inspected work generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Vireo makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Vireo shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

Fee Schedule – Base Scope of Services

The following fees are lump sum and include expenses.

			Vireo	Lightworks
Task A	Meetings	\$2,210	\$1,710	\$500
Task B	DD	\$9,730	\$8,670	\$1,000
Task C	CD	\$14,250	\$12,660	\$1,500
Task D	Bidding	\$1,640	\$1,440	\$200
Task E	CA	\$4,460	\$3,660	\$800
	Direct Expenses	\$970		
	TOTAL	\$33,260		

Estimated Fees – Construction Administration Additional Service

The following fees are estimated and will be billed hourly as defined by the Schedule of Hourly Billing Rates below and as negotiated with the Client. Services may include responding to RFI's, reviewing shop drawings and submittals, assisting with Change Orders, and attending additional progress meetings and site visits.

			Vireo	Lightworks
Task E	CA	\$7,850	\$7,000	\$850
	Direct Expenses	\$240		
	TOTAL	\$8,090		

Additional Services (charged at hourly billing rates, as defined below)

- 1) Meetings beyond those mentioned above.
- 2) Site surveying.
- 3) Utility locating.
- 4) Additional signage design.
- 5) Illustrative representations.
- 6) Structural engineering.
- 7) Subsurface investigations.
- 8) Additional addenda during Bidding.
- 9) Construction administration such as responding to RFI's, reviewing shop drawings and submittals, assisting with Change Orders, attending additional progress meetings and site visits.
- 10) Environmental assessments and permitting.
- 11) Special inspections.

Schedule Of Hourly Billing Rates - Vireo

Principal	\$145
Associate V	\$120
Associate IV	\$110
Associate III	\$100
Associate II	\$90
Associate I	\$80

Schedule Of Hourly Billing Rates - Lightworks

Principal	\$125
Engineer / PM	\$105
Designer I	\$95
Designer II	\$75
Drafter	\$60
Staff	\$35

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 20th day of October, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Patti Banks Associates LLC dba Vireo ("Service Provider").

WHEREAS, the City requires On-Call Engineering and Architectural Services ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all engineering and architectural services provided by the Service Provider in accordance with this Agreement.
- B. The Service Provider agrees to perform and complete the following Services:
 - i. When notified by the Public Works Director, Community Development Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.
 - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.
 - iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.
 - iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.
 - v. The City reserves the right to direct revision of the Services at the City's discretion. The Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.
- C. The Service Provider shall provide additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any

additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and the Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in WA Form.

- C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.
- D. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit C.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

Vireo
Attn: Steve Rhoades
929 Walnut St., Ste. 700
KCMO 64106
816-756-5690
steve@bevireo.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

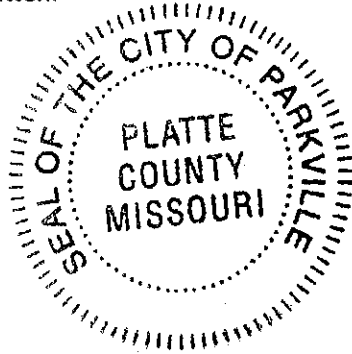
XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal

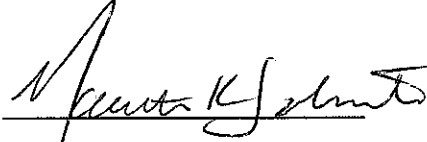
financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

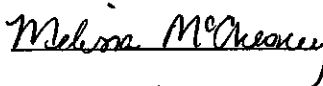
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.



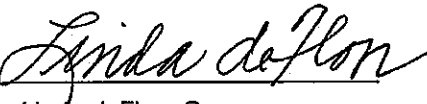
CITY OF PARKVILLE, MISSOURI

By: 
Nanette K. Johnston, Mayor

ATTEST:


Melissa McChesney, City Clerk

Patti Banks Associates LLC dba Vireo

By: 
Linda deFlon, Owner

2021 Projects

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Admin/IT	Equipment	Replacement	Computer Replacement Cycle	Continue cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties.	100% General Fund	\$ 6,000	\$ 6,146	\$ -	COMPLETED
Admin	Project	Project	Building Safety Upgrades	Install bulletproof glass panels on the 2nd floor enclosure	100% General Fund	\$ 16,000		\$ 16,000	3rd Quarter
Admin	Project	Replacement	City Hall Building Repairs	Repairs include internal painting Phase 2	100% General Fund	\$ 30,000		\$ 30,000	
Admin	Project	New	Court Copier	New Copier for the Municipal Court	100% General Fund	\$ 4,000	\$ -	\$ 4,000	3rd Quarter
Admin	Project	New	Court Software Update	ShowMe Court software purchase, mandated by the State.	100% General Fund	\$ 15,000		\$ 15,000	
TOTAL ADMIN/IT/Court						\$ 71,000	\$ 6,146	\$ 65,000	
CD	Project	New	Bell Road PSP Plan	Develop a preliminary plan for the improvements to Bell Road.	100% General Fund	\$ 10,000	\$ -	\$ 10,000	2022
CD	Project	New	Master Plan Update	The Parkville Master Plan was adopted in 2009, and is recommended to be updated every 10 years. Project includes a consultant team conducting an extensive public engagement process, and updating the current plan's vision, community goals and objectives, SWOT analysis, data, maps and future land use projections.	100% General Fund	\$ 60,000	\$ 39,084	\$ 20,916	COMPLETED
TOTAL COMMUNITY DEVELOPMENT						\$ 70,000	\$ 39,084	\$ 30,916	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Police	Equipment	Replacement	Battery/Radio Replacement	Replace existing Police portable radios and Police mobile radios over next five years	100% General Fund	\$ 20,000		\$ 20,000	COMPLETED
Police	Equipment	Replacement	Patrol Vehicle	Two AWD Police Vehicle including emergency equipment, video, radio, etc.	100% General Fund	\$ 81,798		\$ 81,798	4th Quarter
Police	Equipment	Replacement	In-Car Video Systems	Replace existing in-car video system with updated system. Will be on a five-year maintenance cycle to match warranty pending wear and tear.	100% General Fund	\$ 4,136		\$ 4,136	COMPLETED
Police	Project	New	PD Substation Design	Design of the PD Substation on the West side of Parkville	100% General Fund	\$ 10,000		\$ 10,000	
TOTAL POLICE						\$ 115,934	\$ -	\$ 115,934	
PW	Project	New	Entryway Monument Prelim Plan	Design of the monument signs at the entrances to Parkville on the east and west sides of Hwy 45.	100% General Fund	\$ 10,000	\$ -	\$ 10,000	4th Quarter
PW	Project	New	Public Parking Lot Lease/Purchase	Lease/purchase payment for a public parking lot. The lease/payment will continue for 25 Years, for the use of the public parking lot for 99 years.	100% General Fund	\$ 22,041		\$ 22,041	
TOTAL PW						\$ 32,041	\$ -	\$ 32,041	
Streets	Project	Replacement	Storm Sewer Evaluation and Repair	Review the condition of the existing public storm sewers. Repairs will be made based on findings.	100% General Fund	\$ 35,000	\$ -	\$ 35,000	3rd Quarter
TOTAL STREETS						\$ 35,000	\$ -	\$ 35,000	
TOTAL GENERAL FUND						\$ 323,975	\$ 45,230	\$ 278,891	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Sewer	Project	Replacement	FF Hwy Pump Station	Upgrades to the FF Hwy Pump Station	100% Sewer Fund	\$ 140,000	\$ 10,010	\$ 129,990	3rd Quarter
Sewer	Equipment	Replacement	CCTV	Program to clean and televise a portion of the 15,000 feet per year of the City's sewers.	100% Sewer Fund	\$ 60,300	\$ 22,494	\$ 37,806	3rd Quarter
Sewer	Equipment	Replacement	DO Meter	Replacement DO Meter Unit.	100% Sewer Fund	\$ 20,500	\$ -	\$ 20,500	3rd Quarter
Sewer	Equipment	Replacement	Mixer	Replacement of Mixer.	100% Sewer Fund	\$ 12,000	\$ 10,264	\$ -	COMPLETED
Sewer	Project	New	Clarifier Floor	Replacement of Clarifier Floor.	100% Sewer Fund	\$ 54,000	\$ -	\$ 54,000	2022
Sewer	Project	New	UV Bulbs/sleeves/ballasts	Replacement of UV Bulbs/sleeves/ballasts.	100% Sewer Fund	\$ 14,000	\$ 5,560	\$ 8,440	3rd Quarter
Sewer	Equipment	Replacement	Clarifier Drive	Rebuild two clarifier drives at WWTP.	100% Sewer Fund	\$ 16,000	\$ -	\$ 16,000	2022
Sewer	Equipment	New	Ongoing Sanitary Sewer Repairs	Periodic projects to rebuild sewer pipes, using the CIP process.	100% Sewer Fund	\$ 240,000	\$ 15,151	\$ 224,850	3rd Quarter
Sewer	Project	New	Zero Turn Mower	Replacement of Zero Turn Mower.	100% Sewer Fund	\$ 17,000	\$ 14,628	\$ -	COMPLETED
TOTAL SEWER						\$ 573,800	\$ 78,107	\$ 491,585	
Transportation	Maintenance	New	2" Asphalt Mill and Overlay	Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated.	100% Transportation Fund	\$ 250,000	\$ 222,443	\$ -	COMPLETED
Transportation	Maintenance	New	Curb & Sidewalk Repair	Repair defective sections of curb and sidewalk due to general deterioration.	100% Transportation Fund	\$ 50,000	\$ 62,869	\$ -	COMPLETED
Transportation	Maintenance	New	Snow Box Attachment	Purchase of snow box attachment to assist with plowing snow in the downtown and small parking areas.	100% Transportation Fund	\$ 5,000	\$ -	\$ 5,000	2022
Transportation	Maintenance	New	Crack Sealing	Crack sealing of existing street in the City. Includes rental of crack sealing machine and crack seal material.	100% Transportation Fund	\$ 10,000	\$ -	\$ 10,000	4th Quarter
Transportation	Maintenance	New	Street Striping	Needed to re-paint areas on the pavement such as centerlines and stop bars for traffic safety.	100% Transportation Fund	\$ 10,000	\$ -	\$ 10,000	3rd Quarter
TOTAL TRANSPORTATION						\$ 325,000	\$ 285,311	\$ 25,000	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Project Fund	Project	Replacement	Route 9 Future Phases	Major Street Reconstruction	Project Funds/CID	\$ 185,503	\$ -	\$ 185,503	2022
Project Fund	Project	Replacement	Route 9: Hwy 45 to Lakeview Dr	Major Street Reconstruction	MoDot Cost Share	\$ 3,575,000	\$ 538,255	\$ 3,036,745	2022
Project Fund	Project	Replacement	Route 9 Hwy 9-6th St Intersection	Major Street Reconstruction	Projects Fund/MoDot /Chapter 100	\$ 762,175	\$ 440,815	\$ 321,360	3rd Quarter
TOTAL PROJECTS FUND						\$ 4,522,678	\$ 979,070	\$ 3,543,608	
Parks Sales Tax	Project	New	PLP Ballfields	The engineering of baseball fields and multipurpose fields.	100% Parks Sales Tax	\$ 800,000	\$ -	\$ 800,000	2022
Parks Sales Tax	Project	New	Grading for Ballfields	Grading for the proposed ballfields in Platte Landing Park.	100% Parks Sales Tax	\$ 150,000	\$ 52,050	\$ -	COMPLETED
Parks Sales Tax	Project	Replacement	Trail Grading Equipment	Purchase of trail grading equipment to assist with regular trail grading maintenance.	100% Parks Sales Tax	\$ 5,000	\$ -	\$ 5,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Watkins Park Improvements	Design and construction of shelter, parking and playground in Watkins Park.	100% Parks Sales Tax	\$ 50,000	\$ 11,043	\$ 38,958	3rd Quarter
Parks Sales Tax	Project	Replacement	Wetlands Educational Area	Outdoor classroom space and kiosks for wetland education.	100% Parks Sales Tax	\$ 15,000	\$ -	\$ 15,000	4th Quarter
Parks Sales Tax	Project	New	ELP Playground Update	Replacement of playground equipment in English Landing Park.	100% Parks Sales Tax	\$ 25,000	\$ -	\$ 25,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Entry Signs for PLP/ELP	The design and purchase of new entry signs to ELP and PLP	100% Parks Sales Tax	\$ 100,000	\$ -	\$ 100,000	3rd Quarter
Parks Sales Tax	Project	New	JD 6-Series Tractor	Replacement of tractor in fleet for mowing of parks.	100% Parks Sales Tax	\$ 55,000	\$ -	\$ 55,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Roundabout Makeover	The design and construction of new landscaping for the roundabout on the south side of Busch Drive.	100% Parks Sales Tax	\$ 30,000	\$ 3,235	\$ 26,765	3rd Quarter
TOTAL PARKS SALES TAX FUND						\$ 1,230,000	\$ 66,328	\$ 1,065,723	
GRAND TOTAL						\$ 6,975,453	\$ 1,454,045	\$ 5,404,807	

Projected expenditures per Quarter				
1st Quarter Actual	2nd Quarter Actual	3rd Quarter Projected	4th Quarter Projected	2022 Projected
\$ 101,933	\$ 1,352,113			