



FINANCE COMMITTEE
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Monday, June 8, 2020 3:30 PM
Administration Conference Room, City Hall

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 817 1883 8691; Password: 197751 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. City Administrator Approvals
- B. Parks Sales Tax Budget Update

3. Action Items

- A. Approve the minutes from the May 11, 2020, meeting
- B. Approve Work Authorization No. 5B with BBN Architects to design the Pocket Park Master Plan (Public Works)
- C. Approve Work Authorization No. 2 with Vireo for public engagement and concept design for improvements to Adams Park and Watkins Park (Public Works)
- D. Approve a service agreement with TREKK Design Group for the 2020 sanitary sewer closed circuit television and cleaning program (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

June 4, 2020

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

\$5,866.66

General Scope of Work Description/Project:

WWTF RAS Pump #2 (Purchase Order):

The wastewater treatment facility (WWTF) has three return activated sludge (RAS) pumps that assist with the treatment of the wastewater. Two of the pumps are still original to the plant and need to be replaced.

At the time, the vendor had only one pump in stock. The City Administrator approved a purchase order on March 18, 2020 for the purchase of the first pump. Since that time, the second pump is readily available. Staff recommends approval of a purchase order for the second pump.

The 2020 budget includes funding for the replacement of the two pumps.

Competitive Purchasing Information: (List bidder, address, and price):

On February 20, 2018, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system. The contract was extended until February 2021.

Project Start Date:

06/04/20

Estimated Completion Date:

07/20/20

Budget Account Code:

30-501.04-51-00

Authorization:

- ☐ City Administrator: _____ Date: _____
☐ Department Head: Alyse Mabel 06/04/20
☐ Mayor (if applicable): _____
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: May 21, 2020

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200

Fax: 816-833-1074

SHIP TO: WWTP, 12303 NW FF Highway, Parkville, MO 64152

INVOICE TO: Attn: Richard Wilson, 8880 Clark Avenue, Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of Five Thousand Eight Hundred Sixty Six Dollars and 66/100 (\$5,866.66) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through August 31, 2021.

ITEMS:

WWTP -
RAS Pump

Sulzer XFP150E-CB1.4 PE105/4, 460V,
14HP, 3PH, 1780 RPM, 49' Cable, 6"
Discharge – Wet Pit

\$5,641.66

Estimated Freight - \$225.00

Total: \$5,866.66

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" – Order Acknowledgment

SCHEDULE OF DELIVERY:

F.O.B.

WWTP, 12303 NW FF Highway, Parkville, MO 64152

Attn: Richard Wilson

NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions.. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

FTC EQUIPMENT, LLC ("Vendor")

By: _____

By: Rhonda Miller

Title: City Administrator

Title: CFO

Date: 06/04/20

Date: 5-26-20

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200

Fax: 816-833-1074

Quote

Date	Estimate #
5/20/2020	11734

Name/Address
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	LM	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
1	EA	GX7J3K4C1111...	Facility: WWTP Location: RAS Pumps Quote Replacement Pump for Existing ABS Model AFP1546.2-M105/4		
			Sulzer XFP150E-CB1.4 PE105/4, 460V, 14HP, 3PH, 1780 RPM, 49' Cable, 6" Discharge - Wet Pit	5,641.66	5,641.66
			Freight Estimated Freight	225.00	225.00

We appreciate the opportunity to be of service to you!

Subtotal \$5,866.66

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Sales Tax (8.35%) \$0.00

TOTAL \$5,866.66



CITY ADMINISTRATOR
PURCHASING APPROVAL

June 3, 2020

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Havens Construction
Attn: Bruce Laughlin
9400 Liberty Drive
Liberty, MO 64068

Not to Exceed \$20,000

General Scope of Work Description/Project:

N. National Storm Sewer Repair (EMERGENCY REPAIR):

An erosion issue was reported recently at a storm sewer outfall near 6446 N. National Drive. Over time, this area has become eroded, with the more recent rains the area has gotten worse. Staff reviewed the condition of the pipe and determined that the repair will require additional pipe segments, installation of a manhole structure, grading and riprap. This will prevent future issues at this outfall. The best way to perform this repair is through a Time and Materials contract, where the contractor is closely monitored by staff and is reimbursed for whatever time and materials are used on the repair.

Staff reached out to three local contractors who perform utility work. The slopes of the property are steep and very few contractors have the ability to work under these conditions. Only one contractor responded. Havens Construction has assisted the City over the past three years with similar emergency repairs under a Time and Materials contract. It is hard to estimate the total cost of the repair. Staff estimates that it will be between \$10,000 and \$20,000. It is recommended to extend the contract to "Not to Exceed \$20,000" to include all necessary repairs.

Competitive Purchasing Information: (List bidder, address, and price):

Staff contacted three contractors to provide quotes. Havens Construction is the only one to respond. Due to the emergency nature of the repair, staff recommends proceeding with the work.

The Transportation Fund has \$5,000 available for Storm Sewer repairs. The remaining funding needed could come from either budget savings in the Transportation Fund or from the Emergency Fund. Staff can evaluate the funds over the next few months and determine if a budget amendment is necessary to cover the additional expense.

Project Start Date:

6/3/20

Estimated Completion Date:

7/3/20

Budget Account Code:

40-520.07-32-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Alyson Mahel 6/3/20
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 2nc day of June, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and HAVENS CONSTRUCTION, ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to 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 "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"** on a time and material basis on a price not to exceed **\$20,000.00**.
- B. Contractor shall submit its detailed invoices breaking out, labor, material and mark up costs to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** 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 Contractor of the nature of the dispute regarding the balance.
- C. Contractor 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.

III. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
- D. Neither the City nor the Contractor 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 **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.

- A. Contractor shall provide Construction 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 Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

- A. 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. 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.

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor'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 Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor'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.
- D. 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 including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied)

shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. 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.

X. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. 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 Contractor shall be sent to:

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

- C. Notices sent by the City shall be sent to:

Havens Construction
Attn: Bruce Laughlin
9400 Liberty Drive
Liberty, MO 64068
(816) 781-4769

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. 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. Notwithstanding anything to the contrary in this Agreement or exhibit, 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 Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Direct the work of subcontractors; and
3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from

the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work 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 Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. 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 Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. 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 Contract and with the American Arbitration Association.
 - 2. 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.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor 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.
 - 4. 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.
 - 5. 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.

XV. 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 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 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. 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.
- G. 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.
- H. 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.

- I. 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.

CITY OF PARKVILLE, MISSOURI

By: _____

Joseph Parente, City Administrator

ATTEST:

Melissa McChesney, City Clerk

HAVENS CONSTRUCTION

By:  _____

Bruce M. Laughlin

Bruce M. Laughlin
Senior Vice President

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Project: 6446 N. National Drive, Parkville, MO

Storm Sewer Repair Time and Material Work – Repair erosion and extend 15" HDPE & stabilize outlet area

The prices listed below indicate the unit prices per hour, with an estimate associated with the daily billing estimate. Total Project Amount shall not exceed \$20,000.

Work to be completed in thirty (30) calendar days from Notice to Proceed.

This is not a prevailing wage contract.

Job #: _____ Date: Week Ending _____

Work Being Done For:

City of Parkville Missouri

Project / Address:

6446 N National Drive Parkville, MO 64152

Location & Description of Work:

Parkville Storm Sewer Repair Time and Material Work

Repair erosion and extend 15" HDPE & stabilize outlet area

Equipment	Hrs.	Per Hr.	Total	Labor	Hrs.	Per Hr.	Total
Excavator				Foreman	16.0	\$ 42.00	\$ 672.00
229 Takeuchi TB180	16.0	\$ 47.69	\$ 763.04	Operator	32.0	\$ 36.00	\$ 1,152.00
315 CAT		\$ -	\$ -	Operator		\$ -	\$ -
330 CAT			\$ -	Operator		\$ -	\$ -
Hydraulic Breaker			\$ -	Skilled Laborer	16.0	\$ 32.50	\$ 520.00
235 CAT			\$ -	General Laborer	16.0	\$ 32.50	\$ 520.00
w/ Breaker			\$ -		0.0	\$ -	\$ -
336 CAT			\$ -				\$ -
Hydraulic Breaker			\$ -	Operator - Overtime		\$ -	\$ -
				Skilled Laborer - Overtime	0.0	\$ -	\$ -
Track Loader / Dozer				General Laborer - Overtime	0.0	\$ -	\$ -
963 CAT			\$ -				
D6 CAT			\$ -	Sub-Total Labor			\$ 2,864.00
				Burden - @23%			\$ 658.72
				Total Labor:			\$ 3,522.72
Backhoe Loader							
430 CAT			\$ -	Material/Sub Invoices	Unit	Qty.	Unit Price
420 CAT			\$ -	15" HDPE			\$ 1,050.00
Skid / Wheel Loader				Precast Concrete MH			\$ 835.00
1845 Case			\$ -	Concrete			\$ 565.00
Takeuchi 230			\$ -	Pipe Bedding			\$ 380.00
247 CAT			\$ -	Mobilization			\$ 850.00
930 CAT			\$ -				\$ -
IT28 CAT			\$ -				\$ -
259D Skid Steer	16.0	\$ 52.10	\$ 833.60				\$ -
Compactor							\$ -
323 CAT / 220 Raygo			\$ -				\$ -
433 CAT			\$ -				\$ -
Trucks & Misc.							\$ -
3/4 Ton Pickup Truck	16.0	\$ 18.85	\$ 301.60				\$ -
Small Tools			\$ -				\$ -
3" Trash Pump			\$ -				\$ -
2" Trash Pump			\$ -				\$ -
			\$ -				\$ -
Air Comp./Tools (Day)			\$ -	Total Material / Subcontract:			\$ 3,680.00
CAT Generator			\$ -				
			\$ -				
Sub-Total Equipment			\$ 1,898.24				
Equipment Adjustment			\$ (474.56)				
Total Equipment:			\$ 1,423.68				

Subtotal: \$ 8,626.40

OH & Profit (15%): \$ 1,293.96

TOTAL BILLING: \$ 9,920.36

Parks Sales Tax Fund (41) Revenues and Expenses								
Type	Account	Description	Account	2019 Actual	2020 Budget	YTD 5/12/2020	2020 Projected	Over/ Under
Rev: Parks Sales Tax	Beginning Fund Balance	Projected carryover from prior year.		0	39,545	39,545	191,931	
	Parks Sales Tax Fund	The City levies a 0.5% sales tax to fund parks projects.	41404-00	0	587,108	213,156	511,575	-75,533
	Transfers from Other Funds	Transfers from Other Funds.	42001-00	0	0	0	0	0
Parks Sales Tax Fund (41) Revenues				0	587,108	213,156	511,575	-75,533
Total Sources				0	626,653	252,702	703,506	-75,533
Professional Fees	Engineer & Planning Fees	Professional Fees for architectural, engineering, and planning services for parks capital projects.	08-03-00		75,000	4,811		75,000
	Total Professional Services			0	75,000	4,811	0	75,000
Capital Outlay	Parks Projects	The funding of capital projects from the five year capital improvement plan, including trail improvements, athletic field development, parking lots, playgrounds, picnic areas, and other parks amenities,	560.52-50-00		450,000	15,960		450,000
	Total Capital Outlay				450,000	15,960	0	450,000
Exp: Transfers	Transfer to General Fund	Fund transfer to reimburse Parks Budget for related expenses (Project Manager)	20-10-00		40,000	40,000	40,000	0
	Transfer to Projects Fund for Grant Projects	Funds are transferred to Projects Fund for Grant projects from Platte County or any other grant entity.	20-22-00		0			
	Expenses: Transfers (550)			0	40,000	40,000	40,000	
Total Parks Sales Tax Fund (41) Expenses					565,000	60,771	40,000	
Ending Fund Balance Parks Sales Tax Fund (41)					61,653	191,931	663,506	

Park Projects Detailed Budget and Status				
2020 Budgeted Projects	Parks	Status	Amount Budgeted	Anticipated Cost
PLP Ballfields		4th Quarter	200,000	200,000
Pickle ball Courts		3rd Quarter	20,000	60,000
Dog Park Shade Structure		2nd Quarter	16,000	20,000
Adams Park Improvements		4th Quarter	18,000	9,250
Watkins Park Improvements		4th Quarter	20,000	9,250
Waddell Bridge Improvement		4th Quarter	50,000	50,000
Pocket Park Master Plan		4th Quarter	25,000	25,000
Entry Signs for PLP/ELP		4th Quarter	15,000	15,000
Lewis and Clark Monument Sign		Completed	10,000	0
Roundabout Makeover		4th Quarter	60,000	20,000

Total \$ 434,000 \$ 408,500

Finance Committee Meeting
May 11, 2020
Board Room, City Hall

Minutes

1. CALL TO ORDER

Chair Sportsman called the meeting to order at 3:32 p.m. A quorum was present via video conference.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston, Tina Welch and Robert Lock
- **City Staff Present:** City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

A. City Administrator Approvals

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

B. First Quarter 2020 Budget Variance Report

City Administrator Joe Parente provided an overview of the first quarter 2020 budget variance report.

C. Review 2020 Operating and Capital Budget and potential impacts of COVID-19 on revenues

City Administrator Joe Parente provided an update on the potential impacts of COVID-19 to the City's budget, noting that there would be an impact on sales tax revenues and there could be minimal impact on property tax revenues. To make up the difference in sales tax revenue, some of the 2020 Capital Improvement Program projects would be deferred. A work session would be scheduled in July once the April and May sales tax reports were received because they would give a clearer picture on the impact to sales tax revenues during the Stay at Home orders.

3. ACTION ITEMS

A. Approve the minutes from the April 27, 2020, meeting

Dave Rittman moved to approve the April 27, 2020, minutes. Bob Lock seconded; motion passed 5-0.

B. Authorize the mayor to execute a receipt, release and refunding agreement with UMB Bank to accept a donation from the Erik and Anna Andersen Interim Trust for the Parkville Nature Sanctuary

Assistant to the City Administrator Anna Mitchell stated that she reached out to UMB Bank for more information and found out that Erik and Anna Andersen were Parkville residents who donated eight percent of their trust to the Parkville Nature Sanctuary.. She noted that the city attorney was working on amending the agreement to change it from the Parkville Nature Sanctuary to the "City on behalf of the Parkville Nature Sanctuary" because the sanctuary was not its own entity. When the agreement was finalized, it would be submitted to the Board of Aldermen for approval.

City Administrator Joe Parente added that the City received a \$1,000 donation from the Parkville Rotary Club.

Rittman moved to recommend that the Board of Aldermen authorize the mayor to execute a receipt, release and refunding agreement with UMB Bank accepting a donation from the Erik and Anna Andersen Interim Trust for the Parkville Nature Sanctuary in the amount of \$182,066. Lock seconded; motion passed 5-0.

C. Approve a professional services agreement with George Butler Associates for engineering design associated with the Six at Park Public Improvements project

Public Works Director Alysén Abel said that a traffic study, completed by the Missouri Department of Transportation, determined that improvements were needed at Sixth Street and Route 9 based on the conditions at the time of the study. She noted that the improvements were not triggered by the Six at Park development. The City received a Governor's Cost Share grant that required a 50/50 match by the City. The design needed to be finalized in order to start the appraisal process. Abel added that the City worked with George Butler Associates on the conceptual plan stage. The appraisal services were included in the engineering contract to help make the process smoother.

She provided an overview of the project, noting that the total cost was approximately \$800,000. The City's match would come from Chapter 100 savings for the Six at Park development and other sources. Because the grant only covered the cost of construction, the engineering design cost would be in addition to the construction costs.

No action was taken. The item would be forwarded to the Board of Aldermen for final consideration on May 19.

4. NON-ACTION ITEMS

A. Quarterly Projects Update

Assistant to the City Administrator Anna Mitchell provided an overview of the quarterly projects, noting that four were completed and 17.6 percent of the budgeted amount was spent, minus the Route 9 projects in 2021.

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

Assistant to the City Administrator Anna Mitchell provided an update on the riverfront trail connection in English Landing Park, noting that she had spoken to the railroad's broker who was waiting on the Platte County permit. She noted that they would not sign the City's permit until they had received the county's permit.

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 5:20 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 6/8/2020

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE

Policy Report

Date: May 28, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 5B with BBN Architects to design the Pocket Park Master Plan (Public Works)

BACKGROUND:

In August 2014, the Board of Aldermen adopted Vision Downtown Parkville, a plan that included several improvements to downtown, including Pocket Park and the intersection of 1st and Main streets.

The major component associated with the Pocket Park Master Plan is the formation of a task force. This will be a small group of individuals who represent the stakeholders interested in the improvements to Pocket Park and the intersection of 1st and Main streets. These individuals may include business owners, representatives from Main Street Parkville Association or the Parkville Old Towne Market Community Improvement District, elected officials, city staff, etc. The group will review the findings from Vision Downtown Parkville and review the current / future uses of the area surrounding Pocket Park. A concept plan will be developed and presented to various groups.

On October 3, 2017, the Board of Aldermen approved a professional services agreement with BBN Architects who was selected because of their extensive experience with downtown revitalization programs. As projects are identified, the City can engage the consultants through a work authorization under the master agreement.

The original scope, schedule and fee was presented to the Finance Committee on April 13, 2020. The original cost of the Pocket Park Master Plan is \$24,636, which included the development of a computerized model of the improvements. At that time, the Finance Committee directed staff to postpone this item until June to get a better idea of the overall budget impact from COVID-19.

On April 28, 2020, the City Administrator approved Work Authorization No. 5A in the amount of \$3,196 to cover the preliminary costs associated with the Pocket Park design. This included research and preliminary sketches by the architect. The current work authorization is the remaining fee associated with the Pocket Park Master Plan, which is \$21,440.

BUDGET IMPACT:

The 2020 Parks Sales Tax Capital Outlay line item includes \$450,000 for capital projects specifically related to the parks system. The 2020 Parks Capital Improvements Program included \$25,000 for

the Pocket Park Master Plan. With both work authorizations, the total fee associated with the Pocket Park Master Plan, including the computerized model, is \$24,636, which is within the \$25,000 budget.

ALTERNATIVES:

1. Approve the work authorization with BBN Architects for the Pocket Park Master Plan including the computerized model of the improvements in the amount of \$21,440.
2. Approve the work authorization with BBN Architects for the Pocket Park Master Plan excluding the scale model of the improvements in the amount of \$18,244.
3. Do not approve the work authorization and provide alternative direction to staff related to the Pocket Park Master Plan.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the work authorization with BBN Architects for the Pocket Park Master Plan. BBN Architects has related project experience that will assist with this project. The work authorization includes an option to construct a computerized model of the improvements, which will be helpful for the task force to visualize the improvements.

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. 5B with BBN Architects for the Pocket Park Master Plan, including the computerized model of the improvements, in the amount of \$21,440.

ATTACHMENTS:

1. Work Authorization No. 5B
2. Scope and Fee
3. On-Call Agreement



WA # 5B

Work Authorization

City of Parkville
Department of Public Works

Preparation date: 6/16/2020

To: BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112

General Scope of Work Description/Project: Pocket Park

Provide preliminary design assistance for the Pocket Park Improvements

Primary Tasks: (List task and hours):

Estimated Total: \$21,440.00

Project Start Date: 03/26/2020

Estimated Completion Date: 10/1/20

Budget Account Code: 41-550.08-03-00

Streetscape & Pocket Park Improvements**Fee Summary**

1 Site Assessment	\$1,492.00
2 Preliminary Concept Development	\$10,242.00
3 Refined Concept	\$5,848.00
4 Refined Concept Computer Model	\$3,658.00
<u>Expenses</u>	<u>\$200.00</u>
Project Total	\$21,440.00

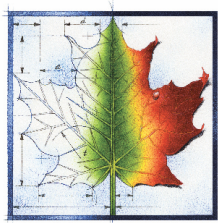
Schedule:

Authorization: _____

Signature: _____

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:



BBN
ARCHITECTS
INC

411 NICHOLS ROAD
SUITE 246
KANSAS CITY, MO
64112-2033

•
Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

•
Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com

Alysen M. Abel, P.E.
Public Works Director
City of Parkville, MO
800 Clark Ave.
Parkville, MO 64152

June 2, 2020

RE: Pocket Park Master Plan Scope & Fee

Alysen:

On behalf of our firm, BBN Architects, I am pleased to submit our proposal to provide professional design services for the streetscape and pocket park improvements we discussed during our meeting on February 24, 2020 and our phone conversation on March 17, 2020.

Scope Tasks:

1. Downtown Stakeholder Virtual Meeting
 - 1.1. After incorporating City Staff's feedback on the opportunities and constraints diagram previously developed as part of Work Authorization 5A, BBN will share the opportunities and constraints observations with the Downtown Stakeholders. This will be done in a video conference format arranged and promoted by the city, with BBN's assistance. The purpose of this meeting will be to better understand the stakeholder's perception of the park's opportunities and constraints.
 - 1.2. BBN and City Staff will work together to facilitate the feedback received, with BBN producing a summary of the input for the city's use.
2. Preliminary Concept Development
 - 2.1. BBN will develop (2) schematic level concepts for the existing Pocket Park in an effort to improve the space utilization and simplify the palette of materials while responding to the topographical challenges of the site.
 - 2.1.1. The first concept will be relatively modest and will look to address the park's needs without significant changes to the topography.
 - 2.1.2. The second concept will consider more ambitious means of rethinking the park's space utilization.
 - 2.2. Concepts will utilize the provided survey and include a site plan with preliminary level color graphics. Each concept will also include cost estimates appropriate to this conceptual level.
 - 2.3. BBN will meet with City Staff to review the preliminary concepts described above. Comments made at this meeting will be incorporated into the graphics prior to the following presentations.
 - 2.4. BBN will present the two concepts to the stakeholders and facilitate discussions about the potential improvements.

- 2.5. BBN will also present the two concepts to the CLARB and MSPA at separate meetings and facilitate discussions about the potential improvements.
3. Refined Concept
 - 3.1. Based on the feedback given from the two committees, BBN will meet with City Staff to determine the direction for the refined concept.
 - 3.2. BBN will produce a single refined concept for the park. This will be an illustrative plan to scale identifying key elements, elevations and materials. This will also include an updated cost estimate to reflect the proposed improvements.
 - 3.3. BBN will meet with City Staff to discuss the refined concepts and costs described above and incorporate any needed changes to the graphics prior to the following presentation.
 - 3.4. The refined concept will be presented to the CLARB for their final review.
 - 3.5. The refined concept will also be presented to the Board of Aldermen for their comment.
4. Refined Concept Computer Model (Optional)
 - 4.1. Due to the topographic complexity of the Pocket Park, a computer model of the refined concept will be produced to effectively communicate the proposed design. Images from key views of a SketchUp model will complement the presentation graphics produced in the prior item.
5. Exclusions- this scope of work is for a master plan level design and therefore excludes any form of engineering.

Proposed Fees

For the scope of work described above, BBN proposes the following schedule of fees. The expenses listed include in-house printing, presentation boards and travel to and from Parkville.

Fee Summary	
1 Site Assessment	\$ 1,492
2 Preliminary Concept Development	\$ 10,242
3 Refined Concept	\$5,848
4 Refined Concept Computer Model	\$3,658
Expenses	\$200
Project Total	\$21,440

Alysen, we are very excited about this opportunity and we look forward to working this park that is so important to Parkville's downtown. Please feel free to contact me if you would like to discuss this proposal further.

Sincerely,



Scott Bingham, ASLA, PLA, LEED AP, Principal
BBN ARCHITECTS INC.

sbingham@bbnarchitects.com

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 3rd day of October, 2017 by and between the CITY OF PARKVILLE, MISSOURI ("City") and BBN Architects, Inc. ("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

BBN Architects, Inc.
Attn: Lorie Doolittle-Bowman, AIA
411 Nichols Road, Suite 246
Kansas City, MO 64112
(816) 753-2550
lbowman@bbnarchitects.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 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
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

BBN ARCHITECTS, INC.

By: Lorie Doolittle-Bowman
Lorie Doolittle-Bowman
Principal

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional services may include, but not limited to, the following disciplines:

TRANSPORTATION ENGINEERING

This category is intended to typically fulfill the prime consultant role in delivering complex transportation infrastructure projects and features unique to each individual project. The consultant is expected to provide project management, transportation system analysis and planning, preliminary engineering, final design, construction engineering, or any combination of these services listed. Projects may include design of roadway facilities, pedestrian and bicycle facilities, transportation system management and operations, traffic signals and signage, roundabouts, site circulation, and other related items pertaining to public transportation including traffic studies. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

STORMWATER MANAGEMENT AND HYDROLOGY

This category calls for the consultant to perform engineering services for various surface water management and water resource planning, permitting, or other project activities. Work under this category will likely involve NPDES MS4 permit consulting, broad-based modeling and master planning, or projects that include a water resource component such as wetlands or creek restoration work. Anticipated services in this category may include, but are not limited to: project management, regulatory support, underground injection control, surface water management, watershed projects, master planning, preliminary engineering, final design engineering, and construction engineering.

UTILITY INFRASTRUCTURE DESIGN AND ENGINEERING SERVICES FOR WATER DISTRIBUTION, STORMWATER, AND WASTEWATER COLLECTION SYSTEMS

The consultant is expected to perform planning and engineering services for City utility infrastructure improvements. Improvement projects may include complex tasks such as retrofitting or removal and replacement to existing drinking water, wastewater, or stormwater utilities. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

This category calls for services that may include investigations, analyses, and reports on geology, groundwater, hydrogeology and soils in support of structural design of roadways, foundations, and other facilities, and developing design options for projects as deemed necessary. Services may also include analyses related to identification and correction of existing hazardous or unsuitable condition, peer review services, and value engineering services. These services also may include materials sampling and laboratory testing and analysis of soils, crushed rock, Portland cement concrete, asphaltic material, and other construction materials during construction. These services may include development of Proctor curves, compaction testing for roadways or trenches, preparation of testing of concrete cylinders or beams, and testing asphalt and concrete pavement during and/or after construction. Other services may include hydrological investigation and analyses related to identification and correction of hazardous or unsuitable groundwater conditions, nondestructive pavement testing, or pavement rehabilitation analysis and recommendations.

SURVEYING SERVICES

This category calls for services that may include conventional and GPS surveying for any project in the City. These services will be used to provide horizontal and vertical locations of existing conditions, information for engineering design, and may include surveying after construction for as-built records and any other surveying related needs the City may have.

STRUCTURAL ENGINEERING

Services in this category may include design, planning, and oversight of construction of new building or bridges, and/or alterations and extensions to existing City properties or other structures. Services also may be included to analyze damage to structures and solutions to these problems.

LANDSCAPE ARCHITECTURE SERVICES

These services are asked upon to assist the Community Development and Public Works Departments on the design of new projects and redesign of existing landscapes in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

ARCHITECTURE SERVICES

Services in this category may include architectural services related to the design, planning, and oversight for new/existing buildings and other structures in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

This category calls for services related to the design of mechanical, electrical, and plumbing facilities for existing/new structures. Services may include peer review or preparation of engineering plans and specifications related to mechanical, electrical, and plumbing facilities.

Professional Services Fees:

<u>BBN Architects, Inc.</u>	
<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Principal Architect	\$206.00 – \$240.00
Principal Landscape Architect	\$155.00
Cost Estimator / QAQC	\$151.00
Specifications Writer	\$150.00
Project Manager	\$113.00 – 134.00
Project Architect	\$86.00
Intern Architect/Landscape Architect	\$76.00 – \$86.00
Administrative Assistant	\$100.00

ITEM 3.C.

For 6/8/2020

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE Policy Report

Date: May 28, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 2 with Vireo for public engagement and concept design for improvements to Adams Park and Watkins Park (Public Works)

BACKGROUND:

In November 2016, the Board of Aldermen adopted the Parks Master Plan. Although the primary focuses of the master plan were English Landing and Platte Landing parks, the study did address the need to upgrade the neighborhood parks, including Adams and Watkins parks located downtown. The following recommendations were included in the 2016 Parks Master Plan:

Adams Park:

1. Replace the concrete pad under the shelter and walk leading to it.
2. Replace the shelter.
3. Provide new picnic table and seating under shelter.
4. Consider the potential for flower beds.

Watkins Park:

1. Replace play areas with updated equipment which accommodates a wider demographic.
2. Repair asphalt trail.
3. Replace shelter.
4. Consider the potential for raised bed community gardens.

The 2020 Capital Improvements Program (CIP) includes funding available for improvements to Adams and Watkins parks. Based on additional discussions associated with this project, there is a desire to gain input from the residents who would utilize the parks and their amenities.

On October 3, 2017, the Board of Aldermen approved a professional services agreement with Vireo who was selected because of their experience with the City's Parks Master Plan. In addition to their knowledge and experience with drafting the 2016 Plan, Vireo is one of the leading consultants in public engagement. As projects are identified, the City can engage the consultants through a work authorization under the master agreement. The full scope, schedule and fee is included as Attachment A to the work authorization.

This item was presented to the Finance Committee on April 13, 2020. At that time, the Finance Committee directed staff to postpone this item until June to get a better idea of the overall budget

impact from COVID-19.

BUDGET IMPACT:

The 2020 Parks Sales Tax Capital Outlay line item includes \$450,000 for capital projects specifically related to the parks system. The 2020 Parks CIP includes a total of \$38,000 for the Adams and Watkins Park Improvements - \$18,000 and \$20,000 respectively. The fee associated with the Adams and Watkins parks public engagement is \$18,500.

ALTERNATIVES:

1. Approve the work authorization with Vireo for the Adams and Watkins parks public engagement in the amount of \$18,500.
2. Direct staff to make improvements to Adams and Watkins parks, as outlined in the 2016 Parks Master Plan.
3. Do not approve the work authorization and provide alternative direction to staff related to the Adams and Watkins parks.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the work authorization with Vireo for the Adams and Watkins parks public engagement. Vireo assisted the City with the 2016 Parks Master Plan and has extensive experience in public engagement.

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. 2 with Vireo for public engagement for improvements to Adams and Watkins parks in the amount of \$18,500.

ATTACHMENTS:

1. Work Authorization No. 2
2. On-Call Agreement



City of Parkville
Department of Public Works

Work Authorization

WA # 2

Preparation date: 4/2/2020

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

General Scope of Work Description/Project:

On-Call Engineering & Architectural Services –Adams and Watkins Parks Public Engagement & Concepts

Adams and Watkins Parks Public Engagement & Concept(s)

Vireo will contract with the City of Parkville to facilitate Public/Community Engagement and develop Concept Design(s) for Adams and Watkins Parks.

Scope and Services, Fee Schedule and Deliverable Dates are included in Attachment A

Primary Tasks: (List task and hours):

Estimated Total: \$ 18,500.00

Project Start Date: 04/02/2020

Estimated Completion Date: 08/01/2020

Budget Account Code: 41-550-08-03-00

Schedule:

Authorization: _____

Signature: Linda deFlon

☐ City Administrator:

Date:

☐ Department Head:

☐ Mayor:

Attachment A – Statement of Work

City of Parkville Mo – Adams and Watkins Parks Public Engagement & Concept(s)

Scope of Services

Adams and Watkins Parks Public Engagement & Concept(s)

1. **Kick-off Meeting:** Vireo will have a Kick-off meeting with City staff to discuss project goals and objectives and review the 2016 Parks Master Plan recommendations and policies relevant to both Adams and Watkins parks and the Parks System.
2. **Community Engagement:** Vireo will provide two (2) Public Engagement meetings. The anticipated location, type and time of meeting(s) will be determined at the Kick-off Meeting with the City. Vireo ensures that meeting locations are sensitive to identified community preferences (locations, times of day, days of week, accessibility).
 - a. ***Public Meeting 1:** Vireo will show current conditions of both Adams and Watkins Parks and gather input from the community related to lack of use and desired improvements. Vireo will lead and facilitate discussions with visuals to gather robust feedback and prioritize issues.
 - b. ***Public Meeting 2:** Vireo will show final concept renderings of both Adams and Watkins parks and generate community excitement towards improvements.

****Virtual Town Hall Option:*** Given State and City ordinances and restrictions due to Covid_19, if the City deems an in-person public meeting is no longer an option, a Virtual Town Hall meeting will be considered with revised scope and costs.

3. **Opinion Survey:** Vireo will develop a digital opinion survey that provides an alternative engagement option for younger generations, busy families, and older adults who are unable to attend in-person events. The survey will gather the same type of input requested at Public Meeting 1. The Survey will run for 2 weeks. Link(s) will be provided to the City to distribute through social media and other outlets or publications. Vireo will also develop a 1-2 page mailable version of the survey that the City can then distribute to its residents and property owners within identified project areas.
4. **Design Development & Concept Renderings:** Based on input from public meeting 1, the survey, and City staff, Vireo will develop concept renderings and cost estimates; (1) for Adams Park and (1) for Watkins Park.
5. **Review:** Vireo will review concept renderings and cost estimates one (1) time with the City and make necessary revisions. Vireo will then present revised concept renderings and cost estimates one (1) time to CLARB and one (1) time to the BOA for final review and buy-in.

Kansas City

929 Walnut Street
Suite 700
Kansas City MO 64106
816-756-5690

Omaha

1111 N. 13th Street
Suite 116
Omaha, NE 68102
402-553-5485

6. **Final Concept Renderings:** Based on comments from the City, CLARB, and BOA Vireo will revise concept renderings and cost estimates to develop final renderings for (1) Adams Park and (1) Watkins Park. Vireo will present the final renderings to the community at Public Meeting 2.
7. **Deliver:** Once final renderings are approved, Vireo will package and deliver the digital file(s) to the City. Vireo will provide a Summary of Feedback from public meetings, City, CLARB, BOA and Survey
8. **Park Banners:** Vireo will provide digital artwork for two (2) color sign/banners, one (1) for Adams Park and one (1) for Watkins Park. Each sign/banner will be similar in style and illustrate final rendering (s) with limited text that depict community desired improvements. "Your tax dollars at work". Vireo will develop a format comparable to the look and feel of Parkville's brand (formatting, fonts, colors) and existing signs.
9. **Deliverables:**
 - a. A total of two (2) Public Meetings and one (1) Opinion Survey
 - b. A total of two (2) concept revisions are included to address comments.
 - c. A total of two (2) City Meetings. One (1) Kick-off and One (1) Review.
 - d. A total of one (1) presentation to CLARB.
 - e. A total of one (1) presentation to BOA.
 - f. Vireo will provide:
 - Summary of Feedback from Public Meetings, City, CLARB , BOA and Survey
 - Digital file format(s) of renderings for Adams and Watkins parks
 - Digital file format(s) of sign/banners suitable for fabrication by sign manufacturer.

Assumptions

1. Any major revisions after reaching an approved direction will be considered additional services. Should such an event occur, Vireo will notify the Client that additional services are about to be entered and will ask for written Client approval to do so. Vireo's fee schedule for additional services is listed below.
2. Any additional requests or revisions not stated in the above scope of services will be considered additional services. Should such an event occur Vireo will notify the Client that additional services are about to be entered and will ask for Client approval to do so. Vireo's fee schedule for additional services is listed below.
3. All Vireo final deliverables are digital formats. It is assumed that City Staff will handle production and coordination in regard to printing, details, product style selection, ordering, and installation.
4. It is assumed that City Staff will handle any coordination with regard to banner/sign placement location(s) within the parks.

Cost

Vireo will provide the above services at a lump sum cost of \$18,000 as shown in the table below. Project cost is for final deliverables listed and delivery of digital artwork and files. Additional items and services can be provided at Vireo's hourly rates and/or at cost.

*Timeline and Tasks are contingent upon State and City ordinances and restrictions due to Covid_19.

*Timeline	*Tasks	Budget
	Listen	
May	*Kick- off Meeting with City (2 Vireo Staff)	\$300
May	* Public Meeting I (combined for both Parks)	\$3,000
May	Opinion Survey	\$800
	Design	
May- June	Design Development and Concept Renderings (both parks)	6,400
June	Cost Estimates	\$300
June	*Review Meeting with City (2 Vireo Staff)	\$200
June	Revise Concept Renderings	\$1,600
June 16	*Presentation to BOA (2 Vireo Staff)	\$200
July 8	*Presentation to CLARB (2 Vireo Staff)	\$200
July	Final Concept Renderings	\$800
July	*Public Meeting 2 (combined for both Parks)	\$3,000
July	Finalize and Deliver	
July	Final Edits Package and deliver digital file(s). Summary of Feedback from Public Meetings, City, CLARB, BOA and Survey	\$1,200
July	Park Banners (Package and deliver digital files)	\$500
PROJECT COST		\$18,500

ADDITIONAL SERVICES

Additional services as determined by the Client and agreed to by Vireo, will be billed at an hourly rate as noted in the fee schedule below.

Owner / Principal	\$145/hr.
Associate V	\$120/hr.
Associate IV	\$110/hr.
Associate III	\$100/hr.
Associate II	\$ 90/hr.
Associate I	\$ 80/hr.

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 3rd day of October, 2017 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Patti Banks Associates d.b.a. 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: Craig Rhodes
929 Walnut, Suite 700
Kansas City, MO 64106
(816) 777-3007
craig@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

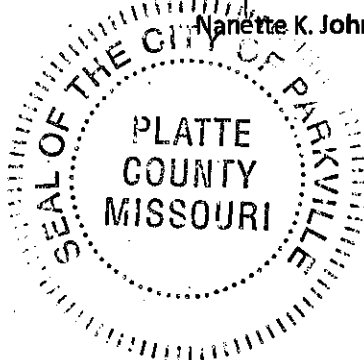
By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney

Melissa McChesney, City Clerk



PATTI BANKS ASSOCIATES, D.B.A. VIREO

By Linda deFlon

Linda deFlon
Owner

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional services may include, but not limited to, the following disciplines:

TRANSPORTATION ENGINEERING

This category is intended to typically fulfill the prime consultant role in delivering complex transportation infrastructure projects and features unique to each individual project. The consultant is expected to provide project management, transportation system analysis and planning, preliminary engineering, final design, construction engineering, or any combination of these services listed. Projects may include design of roadway facilities, pedestrian and bicycle facilities, transportation system management and operations, traffic signals and signage, roundabouts, site circulation, and other related items pertaining to public transportation including traffic studies. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

STORMWATER MANAGEMENT AND HYDROLOGY

This category calls for the consultant to perform engineering services for various surface water management and water resource planning, permitting, or other project activities. Work under this category will likely involve NPDES MS4 permit consulting, broad-based modeling and master planning, or projects that include a water resource component such as wetlands or creek restoration work. Anticipated services in this category may include, but are not limited to: project management, regulatory support, underground injection control, surface water management, watershed projects, master planning, preliminary engineering, final design engineering, and construction engineering.

UTILITY INFRASTRUCTURE DESIGN AND ENGINEERING SERVICES FOR WATER DISTRIBUTION, STORMWATER, AND WASTEWATER COLLECTION SYSTEMS

The consultant is expected to perform planning and engineering services for City utility infrastructure improvements. Improvement projects may include complex tasks such as retrofitting or removal and replacement to existing drinking water, wastewater, or stormwater utilities. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

This category calls for services that may include investigations, analyses, and reports on geology, groundwater, hydrogeology and soils in support of structural design of roadways, foundations, and other facilities, and developing design options for projects as deemed necessary. Services may also include analyses related to identification and correction of existing hazardous or unsuitable condition, peer review services, and value engineering services. These services also may include materials sampling and laboratory testing and analysis of soils, crushed rock, Portland cement concrete, asphaltic material, and other construction materials during construction. These services may include development of Proctor curves, compaction testing for roadways or trenches, preparation of testing of concrete cylinders or beams, and testing asphalt and concrete pavement during and/or after construction. Other services may include hydrological investigation and analyses related to identification and correction of hazardous or unsuitable groundwater conditions, nondestructive pavement testing, or pavement rehabilitation analysis and recommendations.

SURVEYING SERVICES

This category calls for services that may include conventional and GPS surveying for any project in the City. These services will be used to provide horizontal and vertical locations of existing conditions, information for engineering design, and may include surveying after construction for as-built records and any other surveying related needs the City may have.

STRUCTURAL ENGINEERING

Services in this category may include design, planning, and oversight of construction of new building or bridges, and/or alterations and extensions to existing City properties or other structures. Services also may be included to analyze damage to structures and solutions to these problems.

LANDSCAPE ARCHITECTURE SERVICES

These services are asked upon to assist the Community Development and Public Works Departments on the design of new projects and redesign of existing landscapes in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

ARCHITECTURE SERVICES

Services in this category may include architectural services related to the design, planning, and oversight for new/existing buildings and other structures in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

This category calls for services related to the design of mechanical, electrical, and plumbing facilities for existing/new structures. Services may include peer review or preparation of engineering plans and specifications related to mechanical, electrical, and plumbing facilities.

Professional Services Fees:

<u>Vireo</u>	
<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Principal II	\$175.00
Principal I	\$130.00
Associate IV	\$115.00
Associate III	\$90.00
Associate II	\$80.00
Associate I	\$70.00
Tech I	\$55.00

ITEM 3.D.

For 6/8/2020

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: May 28, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a service agreement with TREKK Design Group for the 2020 sanitary sewer closed circuit television and cleaning program (Public Works)

BACKGROUND:

Since 2007, the City has accumulated data from the closed-circuit television (CCTV) evaluation of sanitary sewer lines. The data was reviewed by the City's contract engineer Jay Norco with North Hills Engineering (NHE). The deteriorated areas were prioritized based on the severity of the issues in the existing system determined by data review, field investigation, mapping, and smoke testing performed by NHE and Alliance Water Resources (AWR).

In April 2020, the City Administrator approved a work authorization with NHE for the data review, ratings, mapping updates, and project management associated with the 2020 sanitary sewer CCTV and cleaning project.

The 2020 sanitary sewer CCTV and cleaning project will include televising approximately 10,000 feet of sewer lines, as well as heavy cleaning of existing sewer lines. The data will be used later to assess damage and rank and prioritize future repair efforts. The six-year Capital Improvement Program (CIP) includes funding to continue an annual CCTV and cleaning program on a cycle of reviewing the entire sanitary sewer system every eight years in accordance with industry best management practices. The project areas are included as Attachment 1.

In May, the City released a bid request for the 2020 sanitary sewer CCTV and cleaning program. On June 4, 2020, the City received responses from one contractor. A second contractor express mailed their bid, but it was not received in time for the bid opening. The bid tabulation is included as Attachment 2.

TREKK Design Group was the low bidder with an estimated bid amount of \$26,006. The bid requested unit prices based on (1) CCTV and basic cleaning; (2) trim intruding service laterals; and (3) heavy cleaning.

BUDGET IMPACT:

The 2020 Sewer Fund includes \$750,800 in Capital Outlay Line Maintenance (30-501-06-42-00) which is for routine maintenance on sewer lines and manholes, including CCTV and cleaning. Of this amount, \$30,000 was estimated for the 2020 sanitary sewer CCTV and cleaning project. The

previously approved work authorization for North Hills Engineering was in the amount of \$4,500. The remaining balance of the budget is \$25,500. The proposed contract with TREKK Design Group is just outside of the budget available. There is capacity in the Sewer Fund to handle the additional expense.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the construction services agreement with TREKK Design Group for the 2020 sanitary sewer CCTV and cleaning program.
2. Recommend that the Board of Aldermen reject all bids and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction services agreement with TREKK Design Group for the 2020 sanitary sewer CCTV and cleaning program in the amount of \$26,006, with the unit prices as provided in the bid documents.

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 services agreement with TREKK Design Group for the 2020 sanitary sewer CCTV and cleaning program in the amount of \$26,006, with the unit prices as provided in the bid documents.

ATTACHMENTS:

1. Bid Tabulation
2. Project Maps
3. Draft Agreement

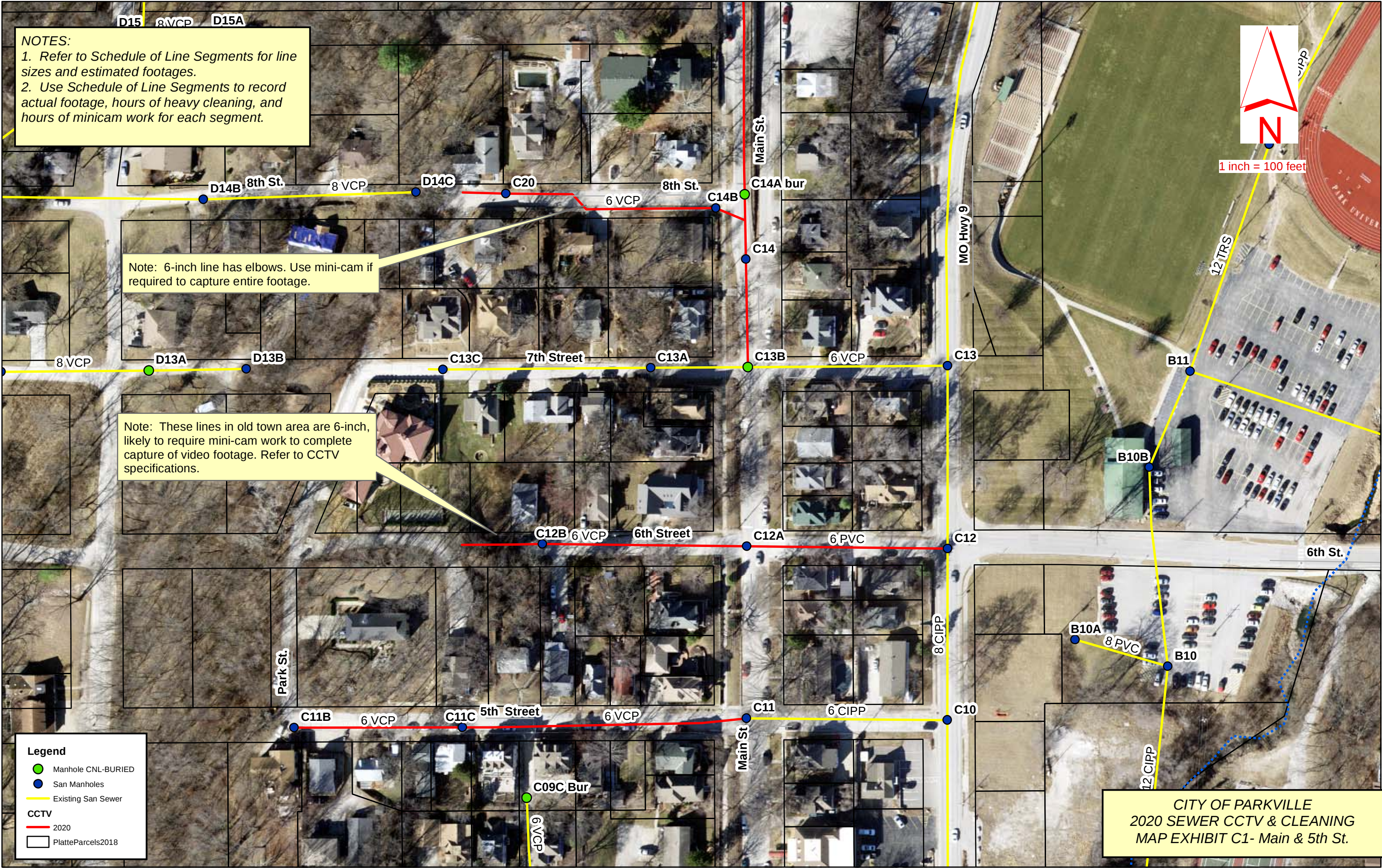
BID TABULATION

2020 SEWER CCTV & CLEANING PROJECT

Bid Opening Thursday, June 4, 2020
10:00 a.m., Public Works Conference Room

Bidder	TOTAL
TREKK Design Group (Kansas City, MO)	\$26,006

(*) Recommended Award of Purchase



NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.

Note: 6-inch line has elbows. Use mini-cam if required to capture entire footage.



Legend

- Manhole CNL-BURIED
- San Manholes
- Existing San Sewer

CCTV

- 2020
- PlatteParcels2018

CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C2- Main & 12th St.

NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.



1 inch = 100 feet

Locate and mark possible buried manhole or clean-out at end of line.

Legend

- Manhole CNL-BURIED
- San Manholes
- Existing San Sewer

CCTV

- 2020
- PlatteParcels2018

CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C3- Clark Ave.

NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.



1 inch = 100 feet

Legend

- Manhole CNL-BURIED
- San Manholes
- Existing San Sewer

CCTV

- 2020
- PlatteParcels2018

CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C4- 63rd St.

SERVICES AGREEMENT 2020 SEWER CCTV & CLEANING

THIS SERVICE AGREEMENT, entered into on this 16th day of June 2020 by, and between the CITY OF PARKVILLE, MISSOURI ("City") and TREKK Design Group, 1411 E. 104th Street, Kansas City MO 64131 ("Contractor").

WHEREAS, the City requires cleaning and closed circuit television (CCTV) inspection of sanitary sewers within the City of Parkville, as described in Exhibits "A1, A2, B, C1, through C4" to this Agreement (the "Construction Services"); and

WHEREAS, the City will use the CCTV data to evaluate sewer system assets and plan for repairs and renewal of the sanitary sewer pipelines; and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor is an independent contractor with the necessary equipment, skills, and qualifications to provide the CCTV and cleaning services.

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 sewer cleaning and CCTV inspection work and related services provided by the Contractor in accordance with this Agreement.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Services described herein and in Exhibits A1, A2, B, C1 through C4 attached hereto and incorporated by reference.
 - i. Perform basic jetter cleaning and CCTV inspection of sanitary sewer lines, as set forth in Exhibit A1-"Schedule of CCTV Segments", and as shown on the accompanying maps in Exhibit C, titled "City of Parkville – 2020 Sewer CCTV and Cleaning" (4 maps total, titled: C1, C2, C3, and C4). This work includes inspection using both crawler-type and mini-cam type camera equipment. The intent is to first inspect all segments using crawler-type camera equipment, and then to use the mini-cam type camera equipment to inspect all segments which could not be completed using crawler-type camera equipment.
- C. Upon written authorization of the City, perform heavy cleaning of sewer line segments that have heavy deposits of debris or cannot be adequately cleaned with basic cleaning, as defined in Exhibit B. The City agrees to the following to assist the Contractor in the delivery of the Services:
 - i. Furnish a location to dispose of solids and sediment removed from the sanitary sewers during the cleaning process.
 - ii. Assist the Contractor in locating manholes.

- D. The City reserves the right to direct revision of the Services at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, in performing the revision, before Contractor performs the revised services.
- E. Contractor 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 Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Contractor 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. Contractor 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 Construction Services, the City shall pay Contractor as set forth in **Exhibit "A2"**.
 - i. Services will be billed on a unit price basis, for completion of actual measured quantities or work, as set forth in Contractor's Bid Schedule, which is attached to this Agreement as Exhibit A2. Compensation shall not exceed the Contractor's Total Bid Price as indicated on Exhibit A2 by more than five percent (5%) without prior written approval from the City.
 - ii. Contractor is not eligible for reimbursement for miscellaneous expenses including travel, transportation, fuel, water, etc.
- A. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A2"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "D-2"** to this Agreement, executed by Contractor and all subcontractors with contract values of \$5,000 or more, and notarized. If Contractor wishes to request partial payments, then Contractor shall submit partial lien waivers on the form attached as **Exhibit "D-1."** 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 Contractor of the nature of the dispute regarding the balance.
- B. Contractor 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. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be substantially complete within **one hundred and twenty (120)** calendar days of receiving a written notice to proceed from City. The Contractor will be responsible for liquidated damages of one hundred dollars (\$100) per calendar day if the Services are not completed within the time period stipulated above.
- D. Substantial completion of services shall be defined as: All sewer cleaning and field video inspection is complete, and electronic and hardcopy deliverables have been delivered to City for review.
- E. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- F. Liquidated Damages: Because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

V. CHANGES

- A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction 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 Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

VI. INDEMNIFICATION

- A. 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. 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.

VII. INSURANCE

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

VIII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor'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 Contractor.
- B. Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor'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.
- D. 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 including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "F"**, attesting to their compliance with RSMo. § 285.530.1 concerning compliance with Missouri's Worker Eligibility requirements.
- F. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

IX. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.
- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

X. 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.

XI. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XII. PERFORMANCE AND PAYMENT BONDS

- A. Neither performance nor payment bonds are required for this maintenance project.

XIII. 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 Contractor shall be sent to:
 - City of Parkville
 - Attn: Alysén Abel, Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:

TREKK Design Group
1411 E. 104th Street
Kansas City, MO 64131

XIV. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not completed. Costs of correcting such rejected work, including additional inspections, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XV. 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. Notwithstanding anything to the contrary in this Agreement or exhibit, 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 Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor seven (7) days' written notice, terminate the Agreement and may:
 - 1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Direct the work of subcontractors; and
 - 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

- E. When the Owner terminates the Agreement for one of the reasons stated in Section XIV, the Contractor shall not be entitled to receive further payment until the Work is finished.
- F. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XVI. 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 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 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:
 - 1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Contractor 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.
 - 2. 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.
 - 3. 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. 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.
- G. 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.
- H. 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.
- I. 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.

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

TREKK Design Group

By: _____