FINANCE COMMITTEE
Monday, January 10, 2022 3:30 PM
Administration Conference Room, City Hall

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: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals

3. **Action Items**
   A. Approve the minutes for the December 13, 2021, meeting

4. **Non-Action Items**
   A. Discuss next phase of Route 9 Improvements (Public Works)

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 1/7/22; 1:54 p.m. By: MM

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: December 13, 2021

Department: Public Works

Low Bidder and Contract Amount:

AmeriFence Corporation
2901 E. 85th Street
Kansas City, MO 64132

$6,472.00

General Scope of Work Description/Project:

Watkins Park Fence:

In late 2020, the Board of Aldermen adopted a master plan for Watkins Park. The first phase of construction includes construction of a parking lot, fencing to define the park, small playground, modifications to the loop trail and installation of a shelter building. The accent fencing at the entrance to the park is the last element remaining associated with the first phase of improvements.

The 2021 Parks budget in the General Fund includes funding available for the installation of the decorative wood fencing.

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

Staff contacted three fencing contractors to obtain quotes for the fence. Due to supply chain issues, there were limited contractors who had access to the wooden fence materials. The low bidder was Amerifence.

Project Start Date: 12/13/21 **Estimated Completion Date:** 12/31/21

Budget Account Code: 41-560.52-50-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Allyson Mabrey 12/13/21
- ☐ Mayor (if applicable): _____ _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

CONSTRUCTION SERVICES AGREEMENT

WATKINS PARK FENCING AND GATE PROJECT

THIS SERVICE AGREEMENT, entered into on this **20th day of October, 2021** by and between the CITY OF PARKVILLE, MISSOURI ("City") and **AmeriFence Corporation** ("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".**

B. 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 "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 and 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 Substantial 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

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.

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

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 a Scope of Work Exhibit, 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 § 285.530.5 R.S. Mo. 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. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

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. All manufacturer's warranties shall be assignable to the City. 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 which 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 VIII.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

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 it right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

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: Chris Ashley, Public Works Project Manager
8880 Clark Ave.
Parkville, MO 64152

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

AmeriFence Corporation
Attn: Paul Bishop
p.bishop@americafence.ccom
816-683-2283
2901 E. 85th Street
KCMO 64132

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. 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 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 above, 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:

1. 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.

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: _____
Joe Parente, City Administrator

Alyssa Mahal 12/13/21

ATTEST:

_____
Melissa McChesney, City Clerk

AMERIFENCE CORPORATION

By: _____
JON PLUGGE, PRESIDENT
Printed Name & Title

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

See Attached Proposal and Site Plan

Scope of Work
Furnish and install wooden round-rail fencing, with (3) horizontal rails, as indicated on the attached Watkins Park Site Plan revised 9/30/21, and Fencing & Gate Proposal from AmeriFence dated 9/16/21.

Schedule
Installation of the fencing to occur approximately the week of December 12, 2021.

Term of Agreement – 90 Days from date of Agreement

Total Contract Amount $6,472.00

AMERIFENCE

Kansas City

FENCING & GATE PROPOSAL

Date: 9/16/21	
Attn: Chris Ashley	
Project: Watkins Park	
Scope: Round rail fence	*Note: This scope of work is specific and limited to the following:*
Addendum Received: NA	
Specifications Section: NA	Plan Sheets: NA

Project Scope Information:
Provide and install 200' of 3 rail round rail wood fencing.
All posts to be set in concrete.
If not listed herein, it is not included. Advise, prior to acceptance of required additional items.

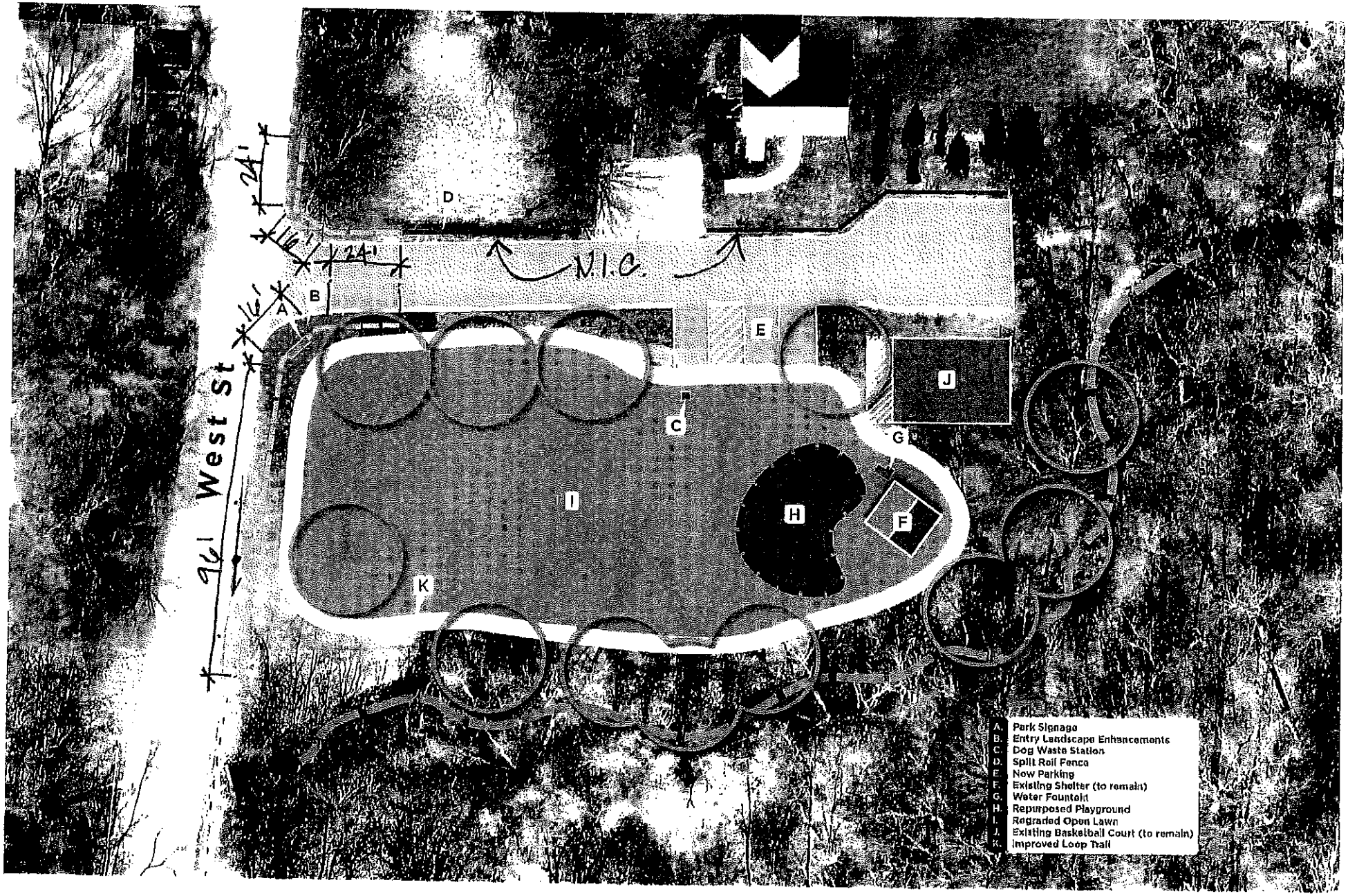
Project Specific Notes:
1. Due to market volatility quote is valid for 10 days from date on this proposal.
2. No delegated design. No engineering or stamped engineered drawings.
3. No tax or prevailing wage rates included in price.
Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.

Project Pricing: $6,472.00
Unless otherwise stated, pricing does not include sales tax, subject to change after 10 days of date of proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page.

Contact Information: Paul Bishop p.bishop@americafence.com 816-683-2283

Standard Notes & Exclusions: Unless otherwise noted:
1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AmeriFence.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with State's One Call System standards. In the event these utilities are damaged as a result of improper locating, AMERIFENCE will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense. Hand excavation due to interference with utilities at $35.00 per post hole.
6. No permits, bonds, dues, completed operations, or primary-none contributory included.
7. No project specific employee background, drug screen or DMV history included. Add $65.00 per employee if required.
8. No removals, grading, grubbing, and/or demolition are included.
9. No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AMERIFENCE will review installation.
10. AMERIFENCE will not be subject to liquidated damages or back charges as a result of delays.
11. Material fabricated per plans. No field verification, engineering, delegated design included.
12. Accounts not paid within thirty days will be charged eighteen percent (18%) per annum. No retention to be withheld.
13. No prevailing, union or Davis – Bacon wages included.
14. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.

REV 10-24-19



WATKINS PARK
PARKVILLE, MO

PHASE I IMPROVEMENTS

9/30/21

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: January 7, 2022

Department: Public Works

Low Bidder and Contract Amount:

H&H Septic Service
30 Village Circle Drive
Platte City, MO 64079

$2,950.00

General Scope of Work Description/Project:

Hwy 45 Forcemain Repair:

In late December, the City was alerted to a sewer overflow off Hwy 45 near Riss Lake. Staff contacted H&H Septic Service to assist with evaluating the source of the sewer leak. Based on sewer mapping information available, staff assumed that the issue was with the City's forcemain located in that area. Once the area was excavated, it was found that there was a second forcemain present, which was owned and maintained by the City of Kansas City MO.

Although the issue was found associated with KCMO's sewer system, the City incurred expenses prior to that discovery. The City needs to pay for the invoice for the services provided by H&H Septic Service. Staff will submit a reimbursement request to the City of Kansas City MO for these expenses.

The Sewer Fund includes funding available for emergency line repairs.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date: 12/27/21 **Estimated Completion Date:** 12/31/21

Budget Account Code: 30-501.07-34-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Alyssa Mabel 01/07/22
- ☐ Mayor (if applicable): _____ _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #118 (OC)

Date: January 3, 2022

Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description

Title: Force Main Break Northside of 45 Hwy, South of 45 Hwy & 9 Hwy
Invoice No. 51540 Attached

Unit prices as identified in On-Call Services Agreement dated 8/4/15.

Schedule and Price

Project Start Date:	January 3, 2022
Estimated Completion Date:	January 3, 2022
Latest Acceptable Date:	January 3, 2022
Estimated Cost:	$2,950.00
Expenditure Limit:	$2,950.00
Budget Account Code:	30-501.07-34-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Regina Moore Signature: Regina Moore

Company: H & H Septic Service Inc. Date: 1/3/2022

Authorization

Department Head: Alysen Abel Date: 1/7/22
Alysen Abel

City Administrator (if over $2,500): Date:
Joe Parente

Mayor (if over $10,000): Date:

For Internal Staff Use Only

(initial each item and file with executed work authorization)

_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)

_X_ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

_X_ Valid business license

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
1/3/2022	51540

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	VACUUM TRUCK 4 HOURS	1,025.00	1,025.00
	BACKHOE LABOR 4 HOURS	950.00	950.00
	LABOR 13 MAN HOURS	975.00	975.00
	JOB SITE: FORCE MAIN BREAK NORTHSIDE OF 45 HWY SOUTH OF 45 HWY AND 9 HWY		
		Total	$2,950.00

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: January 7, 2022

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$7,660.11

General Scope of Work Description/Project:

Work Authorization #98 – RAS Pump Replacement

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment processes. There are three Return Activated Sludge (RAS) pumps at the wastewater plant that assist with this process. The pumps are old and need to be replaced. Several repairs have occurred over the past few years to prolong the life of the pumps.

The 2022 Capital Improvements Program (CIP) includes the replacement of one RAS pump. Additional pumps are included in subsequent years of the CIP to replace other pumps in the system.

The pumps are specific to the design of the plant. FTC is a sole source provider of the Sulzer pump for this portion of the region. This work authorization includes the purchase and installation of the RAS pump.

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

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date: 1/1/22 **Estimated Completion Date:** 3/1/22

Budget Account Code: 30-501.04-51-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Alyssa Mabel 01/07/22
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #98 -2021

Date:	December 28, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	WWTF – RAS Pump Replace and Install New Sulzer Model XFP150E-DB1.4PE105/4 Submersible Pump
Scope of Work/Purpose:	WWTF – Quote #12750 Attached

Schedule and Price

- See attached order acknowledgement for price breakdown

Total **$7,660.11**

Project Start Date:	1/1/2022
Estimated Completion Date:	3/1/2022
Latest Acceptable Date:	3/1/2022
Estimated Cost:	$7,660.11
Expenditure Limit:	$7,660.11
Budget Account Code:	30-501.04-51-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Angie Schlitzer/Operations Mgr. Signature: Angie Schlitz

Company: FTC Equipment, LLC Date: 1/4/22

Authorization

Department Head: Alysen Abel Date: 01/07/22

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Joe Parente, City Administrator

Mayor (if over $10,000): Date:

Nanette K. Johnston

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
12/22/2021	12750

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	MAS	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: RAS Pumps		
			Scope of Work: Replace and Install New Pump		
1	EA	XFP150E-CB1.4-PE105/4	Sulzer Model XFP150E-CB1.4-PE105/4 Submersible Pump w/ 14 HP, 3 PH, 460 V Motor	7,060.11	7,060.11
4	HR	Labor-MO-CB	Labor - 2 men x 2 hours	100.00	400.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Note: Pricing Does Not Include Freight Charges		

We appreciate the opportunity to be of service to you!

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.

Subtotal	$7,660.11
Sales Tax (8.85%)	$0.00
TOTAL	$7,660.11

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: January 7, 2022

Department: Public Works

Low Bidder and Contract Amount:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219

$4,000

General Scope of Work Description/Project:

Work Authorization – Route 9 at 6th St Construction Services (WA-11):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

George Butler Associates assisted with the design of the Route 9 improvements at 6th Street. Their services were necessary to provide engineering support during the construction phase. Previous work authorizations were approved for their services. This work authorization represents the remaining balance of their services at the completion of the project.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates.

Project Start Date: 5/29/21 **Estimated Completion Date:** 8/1/21

Budget Account Code: 95-501.04-11-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Alyssa M Abel 01/07/22
- ☐ Mayor (if applicable): _____ _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 11-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date: June 23, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional engineering services during construction of Six at Park Intersection Improvements

GBA to provide professional engineering services during construction of Six at Park Intersection Improvements Project. Includes progress meetings, shop drawing review, and RFI's.

Total Not to Exceed $4,000.00

Primary Tasks: (List task and hours):

Estimated Total: $ 4,000.00

Project Start Date: 5/29/21 **Estimated Completion Date:** 8/1/21

Budget Account Code: 95-501.04-11-00

Signature:

Schedule:

Authorization:

☐ City Administrator: Date:
☐ Department Head:
☐ Mayor: 01/07/22

Finance Committee Meeting
Monday, December 13, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Vice Chair Rittman called the meeting to order at 3:33 p.m. A quorum was present via videoconference.

Members Present: Vice Chair Dave Rittman, Tina Welch and Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes 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.

3. Action Items

A. **Approve the minutes for the November 8, 2021, meeting**

Robert Lock moved to approve the minutes for the November 8, 2021, meeting. Tina Welch seconded; motion passed 3-0.

B. **Approve a community partnership agreement with the Parkville Economic Development Council through December 31, 2022**

City Administrator Joe Parente stated that the annual renewal expired on December 31 and an investment renewal of $40,000 was approved in September. Changes made to the proposed agreement since the investment was approved included making the agreement more of a partnership agreement rather than services provided to the City and a reduction in the number of City representatives on the Board of Directors to two on the executive committee and the board.

Dave Rittman moved to recommend that the Board of Aldermen approve the community partnership agreement with the Parkville Economic Development Council through December 31, 2022, with a contribution of $40,000. Lock seconded; motion passed 3-0.

C. **Approve a real estate purchase and sale agreement for City-owned property near NW River Road and Vikings Field**

Community Development Director Stephen Lachky said the property was near Vikings

Field that was a leftover tract when the field was deeded to the City following the construction of River Road. The Finance Committee discussed the property and on November 8 they directed staff to draft an agreement for approval to transfer the property to adjacent property owner Doug Bias, Jr. Lachky noted that there was money in the Community Development Department budget to cover the cost of the appraisal.

Rittman moved to recommend the Board of Aldermen approve a real estate purchase and sale agreement for City-owned property near NW River Road and Vikings Field. Lock seconded; motion passed 3-0.

D. **Approve a construction agreement with Good Earth Water Gardens for the water feature associated with the Busch Drive improvements**

Public Works Director Alysen Abel said the retaining wall was built and aggregate was being added between the wall and the road, followed by adding stone to the wall. An agreement was approved with Embassy Landscaping to install the landscaping and hardscaping. The proposed agreement would include the installation of a water feature to complement the other features.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Good Earth Water Gardens to install the water feature for the Busch Drive improvements in the amount of $19,259. Lock seconded; motion passed 3-0.

E. **Approve Work Authorization No. 9B with George Butler Associates for additional traffic data collection associated with downtown and the riverfront parks**

Public Works Director Alysen Abel stated that additional traffic data was collected for the Platte Landing Park project in May, June and November and Work Authorization No. 9B was for additional traffic counts at 11 downtown locations and in the parks. She noted that approval was being presented to the Finance Committee for a recommendation to th Board of Aldermen because the two work authorizations for the project exceeded the city administrator's approval authority.

Discussion focused on the previous work authorization approved by City Administrator Joe Parente. He noted that when he approved the original work authorization, staff did not know the project would exceed his authority.

Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 9B with George Butler Associates for additional traffic data collection associated with downtown and the riverfront parks in the amount of $9,306. Lock seconded; motion passed 2-1 (Welch opposed).

F. **Approve Work Authorization No. 12C with George Butler Associates for additional engineering support associated with the Route 9 improvements**

Public Works Director Alysen Abel said that George Butler Associates was the design engineer for the Route 9 project. Gunter assisted with weekly meetings, contractor's requests, change orders and reviewed design work and additional surveys. The first work authorization for $5,000 was approved by the city administrator, the second for $20,000 was approved by the Board of Aldermen and the third for $10,000, which totaled $35,000 for the engineering for the project.

Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 12C with George Butler Associates for engineering services during

construction of the Route 9 improvements in the amount of $10,000. Lock seconded; motion passed 3-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Vice Chair Rittman requested the status of updating the City's retirement to the next tier and City Administrator Joe Parente said that the cost would add to the budget each year moving forward. Staff projected a deficit unless revenues improved and expenses went down. He recommended reassessing it in the future.

7. Adjourn

Lock moved to adjourn the meeting. Welch seconded; motion passed 3-0.

Vice Chair Rittman adjourned the meeting at 4:42 p.m.

Submitted by:

_____ _____

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: January 6, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Discuss next phase of Route 9 Improvements (Public Works)

BACKGROUND:
On January 5, 2016, the Board of Aldermen adopted the Route 9 Corridor Study that provided conceptual level design and cost estimates for improvements along Route 9 from Highway 45 to Maddox Road. Since the completion of the study, the City has aggressively pursued federal and state grant opportunities to improve segments of Route 9 in accordance with the corridor study.

Every two years, the Mid America Regional Council (MARC) facilitates the review of transportation grant applications for regional funding for the Missouri and Kansas departments of transportation. The preliminary grant applications are due in April 2022, with the final applications due in July 2022. The City has patiently sat out the last four years (two funding rounds) because of the Buck O'Neil Bridge improvements.

The first phase of the Route 9 improvements, from Highway 45 to Lakeview Drive, is currently under construction with an anticipated project completion in summer 2022. The second phase at 6th Street had a shorter design and construction timeline; construction was completed in fall 2021. The next priority for improvements along Route 9 is at 1st Street, which will pick up where the 6th Street project left off at 4th Street and continue to the White Alloe Bridge.

There is an additional traffic issue related to the movement of traffic from FF Highway along Main Street to Route 9. The City is presently having George Butler Associates (GBA) conduct traffic counts in this area. The City may want to incorporate this corridor into the preliminary design for the project. Based on this, the scope of services would be expanded to include this.

In an effort to start the design process early and obtain solid cost estimates for the grant application, the City would like to engage an engineer to assist with the design services. There are two options available to us with regard to hiring an engineer.

1. Contract directly the GBA - The City has used GBA to perform the design of the Phase 1 improvements from Highway 45 to Lakeview Drive. Due to the short timeframe associated with the Governor's Cost Share funding for the 6th Street improvements, the City decided to contract directly with GBA. By contracting directly with GBA for the 1st Street improvements, the City will be approximately three months ahead of schedule and should be closer to completion of preliminary design and have solid cost estimates prior to the grant deadline in July.

2. Release a Request for Qualifications (RFQ) for a design engineer - The City can draft an RFQ to be released to solicit proposals for qualified design professionals. This process takes roughly three months to complete, possibly longer depending on the number of qualified proposals submitted, scheduling interviews with the professionals, and final negotiation of the contract.

BUDGET IMPACT:
There is funding available through the American Rescue Plan Act (ARPA) funding that could be used for infrastructure improvements. While these funds may not be used as a match for federal grants, because engineering expenses are 100% a non-federal expense, ARPA funds may be used for this purpose.

ALTERNATIVES:
1. Direct staff to work directly with GBA to finalize a professional services agreement for the Route 9 Improvements at 1st Street.
2. Direct staff to prepare an RFQ to solicit proposals for professionals to assist with the design of the Route 9 Improvements at 1st Street.
3. Provide direction to staff related to the transportation priorities.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends moving forward with the next phase of the Route 9 Improvements from 4th Street to the White Alloe Bridge. Contracting with GBA will provide the fastest timeline to complete preliminary design and cost estimates prior to the grant deadline. If the Finance Committee determines a new RFQ should be issued, then staff will immediately proceed with developing a RFQ and a timeline for the awarding of a contract.

POLICY:

When professional services exceed $15,000 are necessary, the City shall utilize the Request for Qualifications (RFQ) process is outlined in the Purchasing Policy.

SUGGESTED MOTION:
Because this is a non-action item, no motion is necessary.

ATTACHMENTS:
1. Reference Map

Route 9 Corridor – Phase 3