FINANCE COMMITTEE
Monday, March 7, 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

3. Action Items

A. Approve the minutes for the February 7, 2022, meeting

B. Approve a construction agreement with HydroKlean for the 2022 Sanitary Sewer CCTV and Cleaning Program (Public Works)

C. Approve a purchase order with Brenntag for Robin 4000 odor control chemicals for the sanitary sewer lines in the Riss Lake subdivision (Public Works)

D. Approve Work Authorization No. 12B with BBN Architects for design services for the Farmers Market building (Public Works)

E. Approve a supplemental agreement amending the sewer management contract with Alliance Water Resources (Public Works)

F. Approve Work Authorization No. 5B with Renaissance Infrastructure Consulting for inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)

G. Approve a payment to the State of Missouri Emergency Management Agency for the insurance reconciliation associated with the 2019 flood (Public Works)

4. Non-Action Items

A. Police Radio Update

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Posted Date & Time: 3/4/22; 2:46 p.m. By: MM

Finance Committee Meeting
Monday, February 7, 2022 3:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:38 p.m. A quorum was present via videoconference.

Members Present: Chair Marc Sportsman, Nan Johnston, Robert Lock and Tina Welch

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley 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 January 24, 2022, meeting**

Robert Lock moved to approve the minutes for the January 24, 2022 meeting. Tina Welch seconded; motion passed 3-0.

B. **Approve Work Authorization No. 141 with North Hills Engineering for the engineering and project management associated with the 2022 Sanitary Sewer Repairs program**

Public Works Director Alysen Abel said that sewer closed circuit televising and cleaning was completed annually and the prior years were focused on the downtown area. The work authorization was for design and administration of the 2022 program. The data collected would help the City set priorities for needed repairs.

Discussion focused on going bidding out sewer engineering services and the 2021 budget. Abel said that Jay Norco had institutional knowledge of the sewer system and provided favorable pricing. She added that there were extra expenses for the 2021 project due to contractor availability. Abel noted that to help with costs a few projects were deferred to 2022.

Lock moved to recommend that the Board of Aldermen approve Work Authorization No. 141 with North Hills Engineering for the 2022 Sanitary Sewer Repairs Program in the amount of $21,714. Welch seconded; motion passed 3-0.

C. **Approve a land use agreement with Rockridge Quarry for the 2022 City Cleanup**

Events

Public Works Director Alysen Abel said that spring and fall cleanup events were held annually and the collection site was Rockridge Quarry. Because the cost was variable and it could exceed $10,000, she sought approval if it happened to exceed that amount.

Lock moved to recommend that the Board of Aldermen approve the land use and waste disposal agreement with Rockridge Quarry for the 2022 City cleanup events. Welch seconded; motion passed 3-0.

D. **Approve a lease with VLP EquipmentShare Company for a Case backhoe for the Streets Division of the Public Works Department**

Public Works Director Alysen Abel stated that it was not cost effective to continue to repair the Streets Division backhoe and staff looked into purchasing and leasing new equipment from a local distributor who had provided excellent service to the City in the past. She presented the purchase and lease options, noting that both included a trade-in value for the old backhoe. She recommended leasing a new backhoe for 60 months with a down payment, noting that at the end of the lease the City could purchase the equipment or return it to the vendor. Historically, the City purchased equipment in lieu of leasing, so Abel sought feedback from the Finance Committee.

Discussion focused on why the replacement was not budgeted in 2022, what the backhoe was used for, sharing the backhoe with the Parks Division and charging them for its usage and comparing prices for different brands. Abel responded that there was not capacity in the Transportation Fund when staff worked on the 2022 budget. City Administrator Joe Parente said that the Transportation Fund was upside down and a transfer from the General Fund was made to shore it up in 2021. The project was deferred in 2021, but could not be deferred any longer. Abel added that the backhoe attachments were interchangeable and keeping the same brand would allow staff to continue to use the attachments.

The consensus of the Committee was for staff to solicit bids for other brands of backhoes and provide costs for short-term rental if needed.

No action was taken.

E. **Approve a purchase order with Max Ford Harrisonville for a new Ford F-350 truck for the Public Works Department**

Public Works Director Alysen Abel said that the last new truck was purchased in 2020 and there was not any money in the 2021 Transportation Fund to purchase one in 2021. With supply chain issues, it was estimated that it would take 12-18 months to get a new truck and Abel recommended approval of a purchase order so the City could get in line to receive a new truck. She reached out to a local dealership who did not provide a bid and they provided similar pricing as the bid received.

Discussion focused on waiting until the prices went down and availability improved and sending the oldest truck in the fleet to auction once the new truck was received.

Lock moved to recommend that the Board of Aldermen approve the purchase of a Ford F-350 truck from Max Ford in Harrisonville in the amount of $43,665. Welch seconded; motion passed 3-0.

4. Non-Action Items

A. **Quarterly Projects Update**

Public Works Director Alysen Abel provided an overview of projects from the 2021 Capital Improvement Program.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Chair Sportsman said that on January 24, the Finance Committee discussed The National sanitary sewer line that interfered with a new home and the Committee suggested that The National share the cost with the City. Public Works Director Alysen Abel said that she spoke with Dale Brouk to get a better understanding of the events that occurred and her best guess was that the line was adjusted by the contractor to avoid an interruption with the nearby homes or it was due to the topography. She said she would continue working with The National.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:48 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

ITEM 3.B.
For 3/7/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: March 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with HydroKlean for the 2022 Sanitary Sewer CCTV 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 that were determined by data review, field investigation, mapping and smoke testing performed by NHE and Alliance Water Resources (AWR).

In January 2022, the City Administrator approved a work authorization with NHE for data review, ratings, mapping updates and project management associated with the 2022 Sanitary Sewer CCTV and Cleaning Program.

The 2022 Sanitary Sewer CCTV and Cleaning Program will include televising approximately 14,567 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 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 include Limestone Road, Bell Road, Melody Lane and Country Gardens.

In February, the City released a bid request for the 2022 Sanitary Sewer CCTV and Cleaning Program. On February 22, 2022, the City received responses from three contractors. HydroKlean was the low bidder with an estimated bid amount of $40,267.50. The bid requested unit prices based on (1) CCTV and basic cleaning; (2) trim intruding service laterals; and (3) heavy cleaning.

BUDGET IMPACT:
The 2022 Sewer Fund includes $298,500 in Capital Outlay Line Maintenance (30-501-06-42-00) which is for routine maintenance of sewer lines and manholes, including CCTV and cleaning. Of this amount, $61,500 was estimated for the 2022 Sanitary Sewer CCTV and Cleaning Program. The previously approved work authorization for NHE was in the amount of $9,856. The remaining balance of the budget is $50,444. The proposed contract with HydroKlean is well within the budget available.

ALTERNATIVES:

1. Approve the construction services agreement with HydroKlean for the 2022 Sanitary Sewer CCTV and Cleaning Program.

2. Provide direction to staff related to the program.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the construction agreement with HydroKlean for the 2022 Sanitary Sewer CCTV and Cleaning Program. HydroKlean provided this service in 2021 and has familiarity with the requirements associated with the CCTV program.

POLICY:

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

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with HydroKlean for the 2022 Sanitary Sewer CCTV and Cleaning Program in the amount of $40,267.50, with the unit prices provided in the bid documents.

ATTACHMENTS:
1. Bid Tabulation
2. Agreement

BID TABULATION

2022 SEWER CCTV & CLEANING PROJECT

Bid Opening Tuesday, February 22, 2022
10:35 a.m., City Hall Board Room

Bidder	TOTAL
*Hydro-Klean, LLC Des Moines, IA	$40,267.50
Trekk Design Group, LLC KCMO	$56,329.20
Ace Pipe Cleaning KCMO	$62,560.65

(*) Recommended Award of Purchase

SERVICES AGREEMENT
2022 SEWER CCTV & CLEANING

THIS SERVICE AGREEMENT, entered into on this **15th day of March, 2022** by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **HYDRO-KLEAN,** ("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 C6" 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 C6 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 – 2022 Sewer CCTV and Cleaning" (6 maps total, titled: C1 through C6). This work includes inspection using crawler-type camera equipment. The intent is to first inspect all segments using crawler-type camera equipment, and locating selected buried manholes using a transmitter sonde and locator wand, as well as marking located manholes.

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 fifty (150)** 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 it 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: Alysen Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Hydro-Klean, LLC
Attn: Jill Lomp
33 NW 49th Place
Des Moines, IA 50313

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

HYDRO-KLEAN

By: ____________________________

Jill Lomp

Contracts Manager

EXHIBIT A1
CITY OF PARKVILLE - 2022 SEWER CCTV & CLEANING
SCHEDULE OF LINE SEGMENTS

NOTES:

1 As work progresses, enter actual surveyed length and actual size for each line segment. (Measured length shall be center-to-center of manholes.)
2 Refer to maps for line locations.
3 Intent is to pass camera with light cleaning, up to two passes with jetter.
4 Obtain authorization prior to commencing heavy cleaning.
5 Use heavy cleaning only when large deposits of debris are encountered.
6 Attempt inspection of all segments using crawler-type camera. Review with City segments that cannot be inspected.

TABLE OF LINE SEGMENTS:

						To be completed during Work.			
Segment I.D.	U/S MH	D/S MH	Pipe Dia, (In)	Material	GIS Length (Ft)	Measured Length, (Ft)	Actual Dia, (In)	Mini-Cam Hours	Heavy Clean Hours
D58A-D58	D58A	D58	8	PVC	81				
D58B-D58	D58B	D58	8	TRS	294				
D58C-D58A	D58C	D58A	8	PVC	320				
D58D-D58C	D58D	D58C	8	PVC	247				
D58E-D58D	D58E	D58D	8	PVC	89				
D58F-D58E	D58F	D58E	8	PVC	230				
D58G-D58F	D58G	D58F	8	PVC	118				
D58H-D58G	D58H	D58G	8	PVC	125				
D59A-D59	D59A	D59	8	TRS	380				
D59-D58B	D59	D58B	8	TRS	121				
D60A-D60	D60A	D60	8	TRS	85				
D60-D59A	D60	D59A	8	TRS	140				
D61-D60	D61	D60	8	TRS	239				
D62-D61	D62	D61	8	TRS	199				
D63-D62	D63	D62	8	TRS	401				
G01-G01A	G01	G01A	8	PVC	221				
G03-G02	G03	G02	8	TRS	85				
G04-G03	G04	G03	8	TRS	72				
G05A-G05	G05A	G05	8	TRS	134				
G05-G04	G05	G04	8	TRS	306				
G06-G05	G06	G05	8	TRS	184				
G07-G06	G07	G06	8	VCP	218				
G08-G07	G08	G07	8	VCP	209				
G09-G07	G09	G07	8	VCP	134				
G10-G09	G10	G09	8	TRS	78				
G11-G05A	G11	G05A	8	TRS	122				
G12-G11	G12	G11	8	TRS	103				
G13-G12	G13	G12	8	TRS	154				
G14-G09	G14	G09	8	TRS	239				
G15-G11	G15	G11	8	TRS	211				
G16-G15	G16	G15	8	TRS	210				

Segment I.D.	U/S MH	D/S MH	Pipe Dia, (In)	Material	GIS Length (Ft)	To be completed during Work. Measured Length, (Ft)	Actual Dia, (In)	Mini-Cam Hours	Heavy Clean Hours
G17-G03	G17	G03	8	TRS	309				
G18-G17	G18	G17	8	TRS	154				
G19-G18	G19	G18	8	TRS	92				
G20-G18	G20	G18	8	TRS	79				
G21-G17	G21	G17	8	TRS	138				
G22-G21	G22	G21	8	TRS	152				
G23-G22	G23	G22	8	CIPP	155				
G24-G23	G24	G23	8	CIPP	182				
G25-G24	G25	G24	8	CIPP	115				
G26-G25	G26	G25	8	CIPP	207				
G27-G26	G27	G26	8	CIPP	281				
G28-G27	G28	G27	8	CIPP	241				
G29A-G29	G29A	G29	8	TRS	180				
G29-G28	G29	G28	8	CIPP	293				
G30A-G30	G30A	G30	8	TRS	17				
G30-G29A	G30	G29A	8	TRS	66				
G31-G30	G31	G30	8	TRS	206				
G32-G30A	G32	G30A	8	TRS	202				
G33-G32	G33	G32	8	TRS	50				
G34-G28	G34	G28	8	TRS	178				
G35-G34	G35	G34	8	TRS	45				
G36-G35	G36	G35	8	TRS	248				
G37-G36	G37	G36	8	TRS	136				
G38-G35	G38	G35	8	TRS	229				
G50-G01	G50	G01	8	TRS	228				
G51-G50	G51	G50	8	TRS	117				
G52A-G52	G52A	G52	8	TRS	164				
G52B-G52	G52B	G52	8	TRS	137				
G52-G51	G52	G51	8	TRS	212				
G53A-G53	G53A	G53	8	TRS	95				
G53-G52B	G53	G52B	8	TRS	87				
G54-G53	G54	G53	8	TRS	73				
G55-G54	G55	G54	8	TRS	180				
G56-G55	G56	G55	8	TRS	135				
G57-G56	G57	G56	8	TRS	164				
G58A-G58	G58A	G58	8	TRS	115				
G58-G57	G58	G57	8	TRS	278				
G59-G58A	G59	G58A	8	TRS	130				
G60-G59	G60	G59	8	TRS	215				

Segment I.D.	U/S MH	D/S MH	Pipe Dia, (In)	Material	GIS Length (Ft)	To be completed during Work. Measured Length, (Ft)	Actual Dia, (In)	Mini-Cam Hours	Heavy Clean Hours
G61-G58	G61	G58	8	TRS	272				
G62-G55	G62	G55	8	TRS	134				
G63-G62	G63	G62	8	TRS	135				
G65-G52A	G65	G52A	8	TRS	164				
G66-G65	G66	G65	8	TRS	82				
G67-G66	G67	G66	8	TRS	257				
G68-G67	G68	G67	8	TRS	292				
G69-G68	G69	G68	8	TRS	248				
G70-G69	G70	G69	8	TRS	161				
G72-G71	G72	G71	8	TRS	242				
G73-G72	G73	G72	8	TRS	148				
G74-G65	G74	G65	8	TRS	113				
G75-G74	G75	G74	8	TRS	124				
G76-G75	G76	G75	8	TRS	140				

PRELIMINARY TOTAL FOOTAGE: 14,547

(Payment to be made on actual footage, measured center-to-center of manholes.)

EXHIBIT A2
CITY OF PARKVILLE - 2022 SEWER CCTV & CLEANING
BID SCHEDULE

No.	Description	Est. Quantity	Unit	Unit Price	Extension
1	CCTV & Basic Cleaning, Size 8" - 10"	14,547	LF	$2.50	$36,367.50
2	Locate & Mark Buried Manhole	6	EA	$150.00	$900.00
3	Heavy Cleaning, as authorized.	8	HOURS	$375.00	$3,000.00

TOTAL BID PRICE: $40,267.50

Notes:

1. Quantities are estimates for bidding purposes. Payment will be based on actual measured units as set forth in the specifications.
2. Some bid items may not be used, depending on project conditions.

*Bid is based upon completing work as set forth in the Construction Services Agreement and Exhibits

*Addendum 1 is acknowledged

Hydro-Klean, LLC

Jill Long Contracts Manager

CITY OF PARKVILLE
Policy Report

Date: March 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Brenntag for Robin 4000 odor control chemicals for the sanitary sewer lines in the Riss Lake subdivision (Public Works)

BACKGROUND:
The Riss Lake subdivision is primarily served by forcemain sewers. The City pumps a chemical solution (Robin 4000) into these sewers to react with the sewage to reduce the amount of hydrogen sulfide in the wastewater which reduces the potential for odor and corrosion caused by hydrogen sulfide gas and dangerous gas buildup.

The storage tank located along Riss Lake Drive holds up to 4,000 gallons of liquid chemical. Staff typically receives the chemical solution in two deliveries throughout the year to meet the system demand of approximately 20-25 gallons per day.

The unit costs of the bioxide and Robin 4000 chemicals have historically been about the same. Starting in 2017, the City utilized the bulk contract rate provided to Alliance Water Resources, which provided a unit cost savings of $0.03 per gallon. In 2018, Brenntag increased their prices slightly from $2.45 to $2.48 per gallon. The unit price quoted for 2021 decreased to $2.47 per gallon (or $0.2051 per pound). The 2022 price increased to $0.36 per pound. With the bi-annual shipment of about 48,400 pounds, the annual cost should be $34,848.

Previously, the City used a bioxide chemical solution. In 2010, the City switched Robin 4000. Although the products have similar chemical properties, there are concerns about changing to a different chemical. One major concern is that the odor control may not be as effective. There would be additional costs borne by the City to remove the remaining chemical and clean the tank prior to using the different chemical solution. For these reasons, staff recommends continuing the use of Robin 4000 chemical solution.

BUDGET IMPACT:
The Sewer Fund includes $31,000 for the purchase of odor control chemicals (line item 30-501-07-91-00). There is capacity in the budget to cover three deliveries of the chemical solution throughout the year. Based on the increased cost in 2022, it is anticipated that the expense will be slightly over that budget amount. The estimated cost is $34,848.

ALTERNATIVES:

1. Approve the purchase order with Brenntag at a rate of $0.36 per pound, in an amount not to exceed $34,848.

2. Do not authorize the purchase.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the purchase of Robin 4000 from Brenntag at a rate of $0.36 per pound.

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 purchase order with Brenntag for Robin 4000 odor control solution at the rate of $0.36 per pound, for a total amount of $34,848.

ATTACHMENTS:
1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: March 15, 2022

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

VENDOR: **Brenntag Mid-South, Inc.**
5200 Stillwell Avenue
Kansas City, MO 64120
Phone: 816-483-9996 Cell: 816-585-2241 Fax: 816-245-4685

SHIP TO: City of Parkville
8000 Agron, Riss Lake Subdivision
Parkville, Missouri 64152 (Nearest address for GPS)

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Karla Pierce, 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 a **UNIT PRICE** of **.36 per pound** 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 (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2022.

ITEMS:	SCHEDULE OF DELIVERY:
Robin 4000 chemical odor control for Riss Lake Subdivision. Chemical to be ordered on an as-needed basis. $.36 per pound – Estimated 96,000 lbs. for 2022 Estimated Cost – $34,848 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements	F.O.B. 8000 Agron, Riss Lake Subdivision, Parkville, MO 64152 Please contact Karla Pierce at 816-215-5690 at least 24 hours in advance to schedule delivery.

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")	**BRENNTAG MID-SOUTH, INC. ("Vendor")**
By:______________________ **Nanette K. Johnston**	**By:** [signature] Stephanie Ubach
Title: **Mayor**	**Title:** Municipal Bid Manager
Date:______________________	**Date:** February 28, 2022

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

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

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

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

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

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

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

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

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

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

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

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

ITEM 3.D.

For 3/7/2022

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: March 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve Work Authorization No. 12B with BBN Architects for design services for the Farmers Market building (Public Works)

BACKGROUND:
On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with BBN Architects. BBN Architects previously assisted with various projects in the downtown area, including the initial review of options related to the Farmers Market building.

The current Farmers Market building has deteriorated with age and weather exposure. In order to make decisions related to the future of the Farmers Market building, additional engineering was necessary. This requires a two-step approach. First, BBN Architects enlisted the services of Leigh & O'Kane to review the structural aspects of the Farmers Market building; and second, BBN will develop alternatives and cost estimates.

On December 6, 2021, the City Administrator approved Work Authorization No. 12 with BBN Architects in the amount of $10,000. This included the structural fee of Leigh & O'Kane in a lump sum amount of $8,065. Also included in the work authorization is for BBN Architects to follow-up and complete project management and architectural services to be processed via their hourly rate as reflected in their on-call agreement.

To date, the Leigh & O'Kane structural report has been completed and the consultant team is ready to present the options related to reconstruction/repair of the Farmers Market building to BBN. It is anticipated that the services by BBN, using their hourly rate, will be approximately $3,335, bringing the total amount for this project to $11,400. This exceeds the City Administrator's expenditure authority of $10,000 by $1,400.

BUDGET IMPACT:
There is funding available in the Parks Sales Tax to cover this expense. There is $40,000 available for professional services.

ALTERNATIVES:

1. Approve a work authorization with BBN Architects in the amount of $1,400.
2. Provide direction to staff related to the Farmers Market structural analysis.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approving the additional fee associated with completing the structural analysis of the Farmers Market. The original work authorization included an estimated amount for project management and architectural services provided by BBN based on the fee in their on-call contract. Staff requested additional services to add value to the overall project.

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. 12B with BBN Architects for design services for the Farmers Market building for an additional amount of $1,400.

ATTACHMENTS:
1. Proposed Work Authorization No. 12B
2. Work Authorization No. 12

WA # 12B

Work Authorization 12B

City of Parkville
Department of Public Works

Preparation date: 03/08/22

To:
BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112
816-753-2550

General Scope of Work Description/Project: City of Parkville – Farmers Market
Primary Tasks: (List task and hours):

In addition to the structural analysis performed by Leigh + O'Kane, BBN will provide coordination and produce an associated cost estimate of the improvements recommended by the structural analysis, on an hourly basis.

Estimated Total: $1,400.00

Project Start Date: 02/01/22 **Estimated Completion Date:** 04/01/22

Budget Account Code: 41-501.08-03-00

Signature: ____

Schedule:

Authorization: ________________________________ **Signature:** ___________________________

☐City Administrator: Date:
☐Department Head:
☐Mayor:

WA # 12-21

Work Authorization 12

City of Parkville
Department of Public Works

Preparation date: 11/29/2021

To:
BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112
816-753-2550

General Scope of Work Description/Project: City of Parkville – Farmers Market
Primary Tasks: (List task and hours):

The following structural fee for the Parkville Farmer's Market canopy includes the field work of measuring the structure members and determining members that need to be replaced, along with engineering analysis for a lump sum $8,500 fee.

This would include checking the existing structure as if the deteriorated member were new for its structural stability using the current building code for Parkville. The scope also includes the calculations and sketches as required to document the structural analysis along with a signed and sealed report summarizing our findings. As an attachment to the calculations and sketches, total lengths and member sizes for those members that need replacement will be included only as an estimate for a material pricing budget. If the structure doesn't meet current code, then there will be a re-evaluation.

In addition to the structural analysis performed by Leigh + O'Kane, BBN will provide coordination and produce an associated cost estimate of the improvements recommended by the structural analysis, on an hourly basis.

Estimated Total: Not to Exceed $10,000 including hourly fee

Project Start Date: 11/29/2021 **Estimated Completion Date:** 1/31/2022

Budget Account Code: 41-501.08-03-00

Scott Bingham
Digitally signed by Scott Bingham
DN: C=US,
E=sbingham@bbnarchitects.com
O=BBN Architects CN=Scott Bingham
Date: 2021.12.01 [illegible] -06'00'

Signature: ______________________

Schedule:

Authorization: ______________________ **Signature:** ______________________

☐City Administrator: [signature] Date: 12/6/21
☐Department Head: [signature] 12/6/21
☐Mayor:

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

ITEM 3.E.

For 3/7/2022

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: March 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a supplemental agreement amending the sewer management contract with Alliance Water Resources (Public Works)

BACKGROUND:
Alliance Water Resources has managed the City's wastewater operations since 2002. On July 27, 2020, the Board of Aldermen approved a three-year agreement for the management, maintenance and operations of the City's wastewater treatment and collection system. On September 21, 2021, the Board of Aldermen approved a supplemental agreement to include a price increase in accordance with their agreement.

In September 2021, Karla Pierce came to the City as the local manager for Alliance Water Resources. She has previous experience with the City of Independence and Johnson County, Kansas Wastewater. In her short time with the City, she has proven to be a valued team member and continues to assist the residents with sewer-related issues while providing excellent customer service.

The original agreement included language to require that all sewer operations employees live within a 20-mile radius of Parkville.This provides adequate response when emergencies arise. Karla lives in Lawson, Missouri, which is approximately 30 miles from Parkville. When she started as the local manager assigned to Parkville, it was on a temporary basis. City staff would like to have her remain in the local manager role in a permanent capacity. In order to do this, the agreement needs to be amended. The proposed language in the supplemental agreement allows the City Administrator the discretion to make an allowance for residency proximity on a case-by-case basis in order to provide the most qualified and experienced resource(s) for the City.

BUDGET IMPACT:
There is no budget impact associated with this action.

ALTERNATIVES:

1. Approve the supplemental agreement with Alliance Water Resources.
2. Provide direction to staff related to the supplemental agreement.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approving the supplemental agreement with Alliance Water Resources to allow the City Administrator the ability to grant an exception to employees who reside outside the 20-mile radius of Parkville city limits.

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 the supplemental agreement with Alliance Water Resources.

ATTACHMENTS:
1. Supplemental Agreement
2. Three-Year Agreement
3. 2021 Supplemental Agreement

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement made and entered into as of this ______ day of ________________, 2022 by and between the City of Parkville, Missouri (hereinafter referred to as “City”) and Alliance Water Resources, Inc. (hereinafter referred to as “Contractor”),

WITNESSETH

WHEREAS, the City and Contractor entered into a Service Agreement on the 4th day of August 2020, providing for the management, operation and maintenance services for the public wastewater treatment system owned by the City (“Agreement”); and

WHEREAS, Section III, Part E of the aforementioned Agreement provides for the Agreement to be modified only in writing and signed by the parties.

NOW THEREFORE, in order to continue to provide timely responses to emergencies while allowing flexibility in hiring by the Contractor, the City and Contractor hereby desire and agree to modify the third paragraph of Exhibit B as follows:

> **Unless an exception is granted by the City Administrator or his/her designee, a**ll employees must reside within a 20-mile radius of Parkville city limits, in order to respond to emergency callouts. Sewer operations and maintenance requires a least one employee available for emergency call-outs 24-hours a day, 7-days a week, 365-days per year.

The effective date for the revisions above shall be the first of the month following full execution of this Supplemental Agreement.

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

City of Parkville, Missouri	Alliance Water Resources, Inc.
By:______________________________	By:______________________________
Mayor	President
(Seal)	(Seal)
Attest:	Attest:
______________________________	______________________________
Clerk	Secretary

SERVICE AGREEMENT

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

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

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

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

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

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

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

I. INTRODUCTION

A. The foregoing recitals are adopted as part of this Agreement.

B. This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operation and maintenance of City's water system.

C. This Agreement, including any and all Exhibits, Addendums, and Amendments thereto, is the entire Agreement between the City and the Contractor.

II. DEFINITIONS

A. The "Facility" located at 12303 NW Hwy FF, Parkville MO 64152 means wastewater treatment plants, all pumping stations, pipes, storage tanks and basins and related equipment, vehicles and rolling stock owned by City and used in the treatment of wastewater.

B. "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility items that cost more than ($200); or (2) major repairs which significantly extend equipment or Facility service life and cost more than One Thousand Dollars ($1,000); or (3) expenditures that are planned, non-routine and budgeted by City.

C. "Base Fee" means a fixed sum for the Contractor's services. The Base Fee includes all direct costs including Repair Expense, labor, overhead, and profit for the Contractor's performance of operation and maintenance of the Facility as expressly required hereunder.

D. "Preventative Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Contractor to maximize the service life of the equipment, vehicles, and Facilities.

E. "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle or Facility or some component thereof.

F. "Biologically Toxic Substance" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required by City's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

G. "Repair Limit" means the total dollar budget of the Contractor during a 12-month period for all Maintenance and Repair Costs. The Repair Limit is included in the Contractor's Base Fee. Receipts shall be submitted upon request of the City.

H. "Force Majeure" means any event beyond the reasonable control of the Contractor, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, the Contractor's employees), civil commotion, epidemic, acts or omissions of City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from Abnormal Condition.

I. "Service Commencement Date" means the date on which the Contractor begins operation and maintenance of the Facility.

J. "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD_5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BOD_5.

K. "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity.

III. GENERAL

A. It is understood that the relationship of Contractor to City is that of independent contractor.

B. All grounds, facilities, equipment, and vehicles now owned by City or acquired by City shall remain the property of City.

C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

D. This Agreement shall be binding upon the respective successors and assignees of each of the parties thereto.

3. Submit to City a monthly report describing the general operational and maintenance activities undertaken. Maintain adequate records to document this report in detail.

4. Develop and implement a comprehensive preventative maintenance program in accordance with manufacturer's recommendations and the system's operation and maintenance manual.

5. Perform corrective maintenance and repair of all Facility equipment.

6. Provide twenty-four (24) hour emergency services, seven (7) days per week, 365 days per year.

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

Notices sent by Contractor shall be sent to:

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

Notices sent by the City shall be sent to:

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

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

IV. SCOPE OF SERVICES

A. Contractor shall operate and maintain the Facility in accordance with all applicable laws, ordinances, regulations and this Agreement and more specifically shall provide the following services:

1. Coordinate with regulatory agencies regarding treatment plant performance and compliance.

2. Maintain communications with City to keep the client fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, etc. Attend all meeting of City and report on operations.

7. Staff Facility with qualified personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements, and Parkville specific certification requirements as described in Attachment 1.

8. Assist City with facility capital improvements planning, annual budget preparation, and other miscellaneous technical services.

9. Perform all sampling, testing, and analysis presently required by the existing permits, rules, and regulations. Perform additional testing as may be required in subsequent permits, rules, and regulations at an additional charge subject to approval of City. Pay for all outside and onsite laboratory testing.

10. Provide all lab supplies, office supplies, paper, postage, tools, etc. Provide all safety equipment to comply with OSHA regulations.

11. Provide necessary chemicals, consumable materials, and supplies.

12. Provide for all maintenance and repairs for the Facility provided the total amount does not exceed Annual Repair Limit of $10,000. Contractor shall rebate to City the entire amount that the actual repairs were less than the Repair Limit in any year of this Agreement. City shall be responsible for all maintenance and repairs in excess of Repair Limit, providing City is notified in advance of any maintenance repairs in excess of Repair Limit.

13. Perform other services that are incidental to Scope of Services as directed by the City. Such services will be invoiced to City at Contractor's cost plus ten percent (10%). Incidental services shall not be performed without prior notification to the City.

14. Maintain all manufacturers' warranties and assist City in enforcing equipment warranties and guarantees.

15. Offer employment to all personnel assigned full-time to Facility as of the Service Commencement Date of this Agreement providing comparable benefits and wages. An exception to this can be made for the local plant manager, who is under a separate contract for their employment.

16. Perform Missouri One-Call Line Locates for sewer and storm sewer facilities.

17. Provide one (1) service vehicle and all necessary fuel, insurance, taxes and maintenance.

18. Provide and pay for all Cell Phone expenses for employees.

19. Provide one computer for employee use and pay all associated costs of computer software, upkeep, program updates, etc.

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

B. The City shall:

1. Provide for Contractor use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at Facility or currently available to or assigned for Facility use.

2. Pay all repair expenses in excess of Repair Limit.

3. Make Capital Expenditures at the Facility as deemed necessary by City. Contractor will cooperate with the City to determine the necessity and cost of Capital Expenditures.

4. Pay all taxes or governmental fees or licenses, if any, associated with the Facility.

5. Pay all utility expenses.

6. Pay for all chemical additives to the pressure sewer system in Riss Lake as per current price.

7. Pay for all third party sludge hauling and disposal cost.

8. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Contractor.

V. COMPENSATION

A. Contractor's Base Fee compensation under this Agreement shall be $305,712.00 per year for the first year of service. The Base Fee includes a Repair Limit of $ 10,000 per year. This limit shall not be exceeded without the approval by City.

B. City will pay Contractor each month one-twelfth (1/12) of Base Fee and payment shall be due and payable on the first day of the month that services are rendered. All other compensation to Contractor is due upon receipt of Contractor's invoice and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.

C. Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (U.S. City Average) in the prior 12 month period as published by the U.S. Dept of Labor. Such increase, however, shall not be less than 3% nor exceed 6% unless otherwise agreed upon.

D. Base Fee shall be equitably adjusted for any substantial change in the costs of Facility operation and maintenance, including but not limited to changes in flow, customer accounts, plant design, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

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

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

VI. TERM AND TERMINATION

A. The initial term of this Agreement shall commence on the 1st day of January, 2021, and shall extend for a period of three (3) years. Thereafter, the Agreement shall be renewed automatically for successive terms of three (3) years each unless cancelled by either party in writing no less than ninety (90) days prior to expiration.

B. This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.

C. Such termination shall be effective as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.

D. If a breach is claimed by Contractor over a disputed invoice or payment, Contractor will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period. The parties agree that any and all disputes under the terms of this Agreement shall be determined by arbitration. The parties shall choose a neutral arbitrator which will be governed by the rules of the American Arbitration Association or those rules mutually agreed upon by both parties.

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

VII. INDEMNITY

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

B.C ontractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VIII. LIABILITY

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

B.C ontractor's liability to City under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility.

IX. INSURANCE

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

X. WARRANTY

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

XI. FORCE MAJEURE

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

XII. OWNERSHIP OF WORK PRODUCT

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

XIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

B. Assignability. Contractor shall not assign any interest 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. Authorized Employees. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.

G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

H. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

ALLIANCE WATER RESOURCES

By: ____________________
Signature

TIMOTHY H. GERAGHTY
Name

PRESIDENT
Title

ATTEST:

Mary Ann Perkins
Signature

Mary Ann Perkins
Name

Secretary
Title

CITY OF PARKVILLE, MISSOURI

By: ____________________
Nanette K. Johnston, Mayor

SEAL OF THE CITY OF PARKVILLE
PLATTE COUNTY MISSOURI

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES
SEWER MANAGEMENT SERVICES

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

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

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

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

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

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

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

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

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

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

FISCAL YEAR 2022 SUPPLEMENTAL AGREEMENT

This supplemental agreement made and entered into as of this 21st day of September, 2021, by and between The City of Parkville, Missouri (hereinafter referred to as "City") and Alliance Water Resources, Inc. (hereinafter referred to as "Alliance"),

WITNESSETH

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

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

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

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

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

V. COMPENSATION

A. Alliance (Contractor's) Base Fee compensation under this Agreement shall be $311,916.00 per year. The Repair Limit for this period shall be $10,000.00. The limit shall not be exceeded without approval by the City.

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

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

City of Parkville, Missouri

BY: [signature]
Mayor

(Seal)
SEAL OF THE CITY OF PARKVILLE PLATTE COUNTY MISSOURI
Attest
Melissa McChesney
Clerk

Alliance Water Resources, Inc.

BY: [signature]
Tim Geraghty, President

(Seal)
Attest
Mary Ann Perkins
Mary Ann Perkins, Secretary

ITEM 3.F.

For 3/7/2022

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: March 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve Work Authorization No. 5B with Renaissance Infrastructure Consulting for inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)

BACKGROUND:
In October 2020, the Board of Aldermen approved several on-call professional services agreements with consulting firms to assist with various engineering and architectural needs. Renaissance Infrastructure Consultants (RIC) was chosen as one of the on-call firms. RIC assists several communities with construction inspection and observation services for similar transportation projects.

On July 20, 2021, the Board of Aldermen approved Work Authorization No. 5 with RIC for construction inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive. Since that time, the City has had access to a full-time construction inspector to review all of the construction efforts as required by the Missouri Department of Transportation (MoDOT). The City did not have the staff capacity to provide the continued monitoring and documentation required for this federally-funded transportation project.

The construction of the Route 9 improvements started in July 2021. The contractor has installed the eastern half of the curbs and sidewalks, storm sewer and streetlight conduit. It is estimated that the project will be completed by June 2022.

The original work authorization was in the amount of $150,000. The majority of that budget has been utilized on the MoDOT required construction inspection services. It is estimated the remaining inspection services will require an additional $64,653.

BUDGET IMPACT:
The project budget includes $350,000 in funds for construction inspection, material testing and change orders. The City has approved a total of $85,011.99 in change orders with the contractor, as well as several professional services for construction inspection, materials testing, engineering and archeological services for the estimated amount of $214,000. This work authorization would be outside the remaining contingency budget reserved for this project. Additional funding is necessary to cover the anticipated expenses associated with this project using General Fund revenues.

ALTERNATIVES:

1. Approve a work authorization with RIC for Route 9 construction inspection services.
2. Provide feedback related to the work authorization.
3. Do not approve the item.

4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approving the work authorization with RIC for additional construction inspection services to complete the improvements on Route 9.

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 Renaissance Infrastructure Consultants for additional construction inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive in the amount of $64,653.

ATTACHMENTS:
1. Work Authorization No. 5B
2. Fee Estimate

WA # 5B

Work Authorization 5B

City of Parkville
Department of Public Works

Preparation date: 03/08/22

To:
Renaissance Infrastructure Consulting
5015 NW Canal Street, Suite 100
Riverside, MO 64150
816-800-0950

General Scope of Work Description/Project:
City of Parkville – Rt. 9 Improvements

Provide construction inspection observation services associated with the Route 9 Improvements (Hwy 45 to Lakeview):

- Project Setup – Attend project meetings
- Field Inspection – Perform daily inspections, keep daily logs, oversee all aspects of construction as required by MoDOT LPA requirements
- Project Finalization – Perform final inspection and produce punchlist
- See Attached Work Estimate

Contract Amount Not to Exceed $64,653

Primary Tasks: (List task and hours): Scope & Fees Attached

Estimated Total: $64,653

Project Start Date: 03/08/22 **Estimated Completion Date:** 07/01/22

Budget Account Code: 95-515.04-15-00

Schedule:

Authorization: ____________________ **Signature:** ____________________

☐ City Administrator: Date:
☐ Department Head:
☐ Mayor:

Renaissance Infrastructure Consulting
100% EMPLOYEE OWNED

8653 Penrose Lane
Lenexa, KS 66219
913.317.9500
ric-consult.com

WORK ESTIMATE FORM

Work Scope Defined by Project Plans

Project Name	Route 9 Improvements	**Date**	2/28/2022
Client	City of Parkville		
RIC Chief Inspector	Carl Sanders	**Phone**	816-800-0950
Project Location	Route 9		
Construction Timeline	July 12, 2021 to June 1, 2022		
Estimated Additional Working Days	70 Working Days - Calendar Completion June 1, 2022		

1. Engineering Assistance	Eng and/or Mgr	8	@	$165.00	=	$1,320.00
	Inspector (Reg.)	19	@	$99.00	=	$1,881.00
					Subtotal	$1,320.00
2. Field Inspection	Inspector (Reg.)	21	@	$99.00	=	$2,079.00
	Chief Inspector	560	@	$105.00	=	$58,800.00
					Subtotal	$60,879.00

Summary Total Payroll Costs

	Hours		Rate		Extension
Eng and/or Mgr	8	@	$165.00	=	$1,320.00
Inspector Reg.)	40	@	$99.00	=	$3,960.00
Chief Inspector	560	@	$105.00	=	$58,800.00
			Total Payroll Costs		**$64,080.00**

A. Total Payroll Costs					$64,080.00
B. Mileage	miles 800	@	$0.00/mile $0.56	=	$448.00
C. Printing	pages 100	@	$1.25/page $1.25	=	$125.00
TOTAL COST					**$64,653.00**

RIC Representative ______ **Date** 2/28/2022

Client Representative ______ **Date**

ITEM 3.G.
For 3/7/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: March 4, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a payment to the State of Missouri Emergency Management Agency for the insurance reconciliation associated with the 2019 flood (Public Works)

BACKGROUND:
In spring 2019, several communities along the Missouri River were devastated by flooding. Parkville suffered losses in English Landing and Platte Landing parks, as well as the area around the wastewater treatment plant. Since that time, staff has been working on recovering from the impacts of the flood by submitting paperwork to the Federal Emergency Management Agency (FEMA) for preliminary approval, and once approved by FEMA, the project was transferred to the State of Missouri Emergency Management Agency (SEMA) for final review and reimbursement.

As part of the FEMA review and reimbursement process, FEMA required the City to have liability coverage for items impacted in the flood. The City has liability coverage through Midwest Public Risk (MPR). FEMA requires that the City submit expenses through MPR and anything not covered by our insurance coverage will be considered by FEMA as an eligible expense. Due to the timing of the reimbursement requests, several of the FEMA projects were reviewed and approved before being reviewed by the MPR claims adjuster.

MPR encouraged staff to submit all expenses for review and covered additional expenses beyond the typical equipment and building expenses, receiving $158,573.32 from MPR. At the same time, staff processed the necessary documents to FEMA. After review of these projects/claims, the City received duplicate payment; meaning, FEMA overpaid and is due a reimbursement by the City of $94,672.12. There are three projects where the City has received FEMA reimbursement, including items that have received duplicate payments.

Based on conversations with SEMA staff, the appropriate course is for the City to reimburse SEMA. Once SEMA receives reimbursement, SEMA staff will continue to process the two remaining projects that are currently under review for reimbursement, currently estimated as a payment to the City in the amount of $124,563.27.

BUDGET IMPACT:
Although the repayment is a temporary expenditure, the budget impact will be positive. After the City reimburses SEMA the amount owed, $94,672.12, SEMA will release the final two projects with an estimated value of $124,563.27 for a positive net amount to the City of $29,891.15.

ALTERNATIVES:

1. Approve a payment to SEMA to reflect the insurance reconciliation.
2. Provide direction to staff related to this payment.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approving the payment to SEMA to capture the duplicate payment from the City's liability coverage. This payment allows the proper paperwork for future auditing purposes.

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 payment to the State of Missouri Emergency Management Agency in the amount of $94,672.12 for the insurance reconciliation associated with the 2019 flood.

ATTACHMENTS:
1. Letter to SEMA

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

February 28, 2022

Paula Volkart, Project Specialist
Recovery Division
State Emergency Management Agency
PO Box 116
2302 Militia Drive
Jefferson City, MO 65102-0116

RE: DR-4435 Reimbursement

Dear Ms. Volkart,

In 2019, the City of Parkville was devastated with the flooding along the Missouri River. There were several areas of the City's riverfront parks and wastewater treatment plant that were impacted. Since that time, staff has been working the representatives from FEMA and SEMA to compile the labor, materials and invoices associated with the flood recovery (DR-4435).

At the same time that the City was working closely with the representatives from FEMA and SEMA, the City was working with our liability insurance provider Midwest Public Risk (MPR), to recover insurance expenses associated with the flood. Based on previous experiences with flood reimbursements, the insurance company only covered a small portion of the expenses, typically equipment and building damages. Based on that assumption, the City submitted the remaining expenses for FEMA reimbursement. The insurance review process was delayed due to the restoration efforts. During the insurance review process, the City was encouraged by the insurance claims representative to submit all expenses related to the flood, even those that were not previously eligible.

The insurance review process continued through early 2021. By this time, the majority of the FEMA projects were already closed out. There are three projects that received insurance reimbursement, they were PW-242, PW-278 and PW-280 (listed below).

Project No.	Location	Total Amount	FEMA Portion	Insurance Paid	Revised Amount	Revised FEMA Portion	Status
PW-242	McAfee	$23,748.86	$17,811.65	$23,748.86	$0.00	$0.00	Paid
PW-247	WWTF	$7,143.17	$5,357.38	No Change			
PW-265	Emerg	$23,658.19	$17,743.64	No Change			
PW-269	Levee	$47,256.25	$35,442.19	No Change			
PW-276	Debris	$96,768.08	$72,576.06	No Change			
PW-278	PLP	$146,755.00	$110,066.25	$17,793.50	$128,961.50	$96,721.13	Pending
PW-280	ELP	$210,621.60	$157,966.20	$102,480.63	$108,140.97	$81,105.73	Paid
PW-281	Mgmt	$27,842.14	$27,842.14	No Change			

The City received payment for two of the three projects. Payment was received for PW-242 and PW-280 through the State of Missouri EFT. There are two project still under review (PW-278 and Management Costs), with the payment pending.

Previously Paid Projects:			
PW-242	Paid	Overpayment of $17,811.65	FEMA to receive credit for insurance payment
PW-280	Paid	Overpayment of $76,860.47	FEMA to receive credit for insurance payment
Pending Projects:			
PW-278	Pending	Estimated total $96,721.13	Currently under review for reimbursement
Mgmt Costs	Pending	Estimated total $27,842.14	Currently under review for reimbursement

Based on my review, the City was overpaid a total of $94,672.12 for projects (PW-242 and PW-280). This represents the duplicate payments of invoices associated with the unexpected insurance payment for reimbursements within those projects. There is still an outstanding project (PW-278), as well as the management costs, that is still currently under review and pending payment.

With the insurance payment received after the fact, I would like to discuss options related to resolving this issue.

Sincerely,

Alysen M. Abel

Alysen M. Abel, P.E., MPA
Public Works Director