



FINANCE COMMITTEE

Monday, March 28, 2022 3:30 PM

Administration Conference Room, City Hall

Members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. 4th Quarter 2021 Budget Variance Report
- B. City Administrator Approvals

3. Action Items

- A. Approve the minutes for the March 7, 2022, meeting
- B. Approve the semi-annual financial report for the second half of 2021 and direct City Administration to publish (Administration)
- C. Approve a construction agreement with Ace Pipe Cleaning for the 2022 Street Sweeping Program (Public Works)
- D. Approve Work Authorization No. 4B with Kaw Valley for construction material testing services for the Route 9 Improvements project (Public Works)

4. Non-Action Items

- A. Review the Parks Director job description (Administration)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form

Last Updated 4Q 2021

	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 12/31/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Expenditures												
Administration												
Personnel	607,154	432,199	78%	569,770	626,831	572,891	91%	53,940	47,741	569,353	57,478	
Insurance	207,618	173,304	83%	166,659	217,195	205,337	95%	11,858	17,111	203,272	13,923	
Utilities	75,500	64,274	59%	62,863	89,976	79,224	88%	10,752	6,602	71,278	18,698	
Capital Expenditures	624	468	75%	624	624	395	63%	229	33	148	477	
Office Expenditures	7,550	4,616	57%	7,309	7,250	6,769	93%	481	564	4,030	3,220	
Maintenance	44,450	24,158	59%	43,044	45,150	41,494	92%	3,656	3,458	31,408	13,742	
City Services	10,400	10,024	57%	9,231	10,600	18,796	177%	(8,196)	1,566	9,691	909	
Professional Fees	308,800	185,289	98%	315,557	370,240	515,064	139%	(144,824)	42,922	410,709	(40,469)	
Other Expenditures	117,600	120,344	573%	276,257	20,400	19,174	94%	1,226	1,598	14,386	6,014	
Operating Expenses	1,379,696	1,014,677	74%	1,451,314	1,388,266	1,459,144	105%	(70,878)	121,595	1,314,275	73,991	
Police												
Personnel	1,156,896	799,519	71%	1,031,530	1,284,100	1,157,704	90%	126,396	96,475	1,177,331	106,770	
Insurance	214,067	178,591	90%	185,709	262,312	224,697	86%	37,615	18,725	231,510	30,802	
Utilities	6,000	3,423	38%	2,833	6,000	4,070	68%	1,930	339.17	4,901	1,099	
Office Expenditures	26,750	7,457	35%	16,129	28,150	20,303	72%	7,847	1,691.92	24,016	4,134	
Maintenance	68,300	21,478	45%	43,841	69,300	43,251	62%	26,049	3,604.25	48,150	21,150	
City Services	8,700	923	13%	2,253	8,700	2,858	33%	5,842	238.19	6,568	2,132	
Other Expenditures	1,850		10%	180	1,850	162	9%	1,688	13.50	850	1,000	
Operating Expenses	1,482,563	1,011,390	68%	1,282,475	1,660,412	1,453,045	88%	207,367	121,087	1,493,325	167,087	
Municipal Court												
Personnel	129,126	91,217	77%	122,851	128,344	103,627	81%	24,717	8,635.58	105,855	22,489	
Insurance	14,046	14,912	81%	12,942	18,836	12,354	66%	6,482	1,029.50	12,301	6,535	
Utilities	120	60	67%	120	120	120	100%	-	10.00	120	-	
Office Expenditures	4,800	945	31%	2,974	5,000	2,080	42%	2,920	173.33	9,744	(4,744)	
Maintenance	3,750	175	91%	3,216	4,750	3,332	70%	1,418	277.67	5,821	(1,071)	
City Services	15,150	7,254	61%	12,014	15,150	6,039	40%	9,111	503.25	340	14,810	
Other Expenditures	500		0%	-	500	255	51%	245	21.25	255	245	
Operating Expenses	167,492	114,563	68%	154,117	177,700	129,826	73%	47,874	10,819	137,340	40,360	

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form

Last Updated 4Q 2021

	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
<i>Expenditures</i>	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 12/31/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Public Works												
Personnel	242,232	165,188	79%	189,677	234,954	230,041	98%	4,913	19,170	239,610	(4,656)	
Insurance	29,660	22,091	74%	27,440	32,145	33,648	105%	(1,503)	2,804.00	33,641	(1,496)	
Utilities	650	509	62%	521	700	799	114%	(99)	66.58	700	-	
Capital Expenditures			#DIV/0!		-	-	0%	-	-		-	
Office Expenditures	1,400	772	11%	239	1,400	316	23%	1,084	26.33	1,300	100	
Maintenance	3,500	2,209	99%	3,916	3,500	4,577	131%	(1,077)	381.42	3,809	(309)	
Professional Fees	40,000	17,294	98%	43,901	40,000	15,550	39%	24,450	1,295.83	25,000	15,000	
Other Expenditures	500	222	81%	405	500	110	22%	390	9.17	100	400	
Operating Expenses	317,942	208,286	66%	266,099	313,199	285,041	91%	28,158	23,753	304,160	9,039	
Community Development												
Personnel	281,663	200,149	70%	249,076	318,287	291,757	92%	26,530	24,313	291,074	27,213	
Insurance	24,608	15,267	73%	17,650	22,274	31,876	143%	(9,602)	2,656.33	33,392	(11,118)	
Utilities	1,600	945	16%	458	1,600	909	57%	691	75.75	657	943	
Office Expenditures	4,000	4,449	71%	3,135	3,650	1,447	40%	2,203	120.58	2,891	759	
Maintenance	2,000	637	57%	1,149	1,500	3,014	201%	(1,514)	251.17	4,862	(3,362)	
City Services	5,000	136	102%	17,714	5,000	3,448	69%	1,552	287.33	12,333	(7,333)	
Professional Fees	8,700	3,741	6%	2,070	6,700	11,575	173%	(4,875)	964.58	959	5,741	
Other Expenditures	300	441	0	59	300	808	269%	(508)	67.33	1,438	(1,138)	
Operating Expenses	327,871	225,765	69%	291,311	359,311	344,834	96%	14,477	28,736	347,607	11,704	
Street Department												
Personnel	340,218	225,008	67%	290,946	349,804	355,417	102%	(5,613)	29,618	360,854	(11,050)	
Insurance	69,581	61,660	86%	61,621	80,075	92,465	115%	(12,390)	7,705	92,444	(12,369)	
Utilities	16,800	8,640	56%	11,948	17,000	10,871	64%	6,129	906	13,800	3,200	
Office Expenditures	11,000	5,435	35%	6,604	11,000	8,240	75%	2,760	687	10,250	750	
City Services	26,835	9,983	69%	25,380	28,900	26,232	91%	2,668	2,186	27,235	1,665	
Other Expenditures/Maint	250	-	8%	19	-	433	#DIV/0!	(433)	36		-	
Operating Expenses	464,684	310,726	67%	396,518	486,779	493,658	101%	(6,879)	41,138	504,583	(17,804)	

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Expenditures												
Parks Department												
Personnel	213,752	171,049	77%	201,164	229,329	220,450	96%	8,879	18,371	232,920	(3,591)	
Insurance	39,843	37,585	113%	36,977	51,750	53,119	103%	(1,369)	4,427	53,140	(1,390)	
Utilities	32,300	11,572	74%	26,329	33,300	18,447	55%	14,853	1,537	28,500	4,800	
Office Expenditures	28,775	29,038	13%	13,245	33,075	29,154	88%	3,921	2,430	29,625	3,450	
Maintenance	47,500	31,604	44%	32,938	53,000	52,701	99%	299	4,392	46,714	6,286	
City Services	45,200	36,848	24%	26,904	49,200	66,735	136%	(17,535)	5,561	50,000	(800)	
Other Expenditures	1,000	221	0%	-	1,000	-	0%	1,000	-	579	421	
Operating Expenses	408,370	317,917	78%	337,557	450,654	440,606	98%	10,048	36,717	441,479	9,175	
Nature Sanctuary												
Personnel	38,809	31,705	72%	36,431	46,310	48,142	104%	(1,832)	4,012	48,430	(2,120)	
Insurance	-	553	0%	-	5,273	3,973	0%	1,300	331	3,939	1,334	
Office Expenditures	7,105	2,078	46%	4,717	4,390	3,432	78%	958	286	1,784	2,606	
Maintenance	7,350	2,216	21%	2,315	5,625	3,348	60%	2,277	279	1,551	4,074	
City Services	100	-	8%	25	50	-	0%	50	-	-	50	
Other Expenditures	500	21	0%	218	250	247	99%	3	21	53	197	
Operating Expenses	53,864	36,571	68%	43,706	61,898	59,142	96%	2,756	4,929	55,758	6,140	
Public Information												
Contracts	15,473	5,600	56%	11,450	12,950	11,825	91%	1,125	985	10,200	2,750	
Capital Expenditures	100	-	0%	30	100	-	0%	100	-	-	100	
Office Expenditures	200	88	0%	-	17,300	22,408	130%	(5,108)	1,867	22,408	(5,108)	
Maintenance	7,960	10,496	61%	6,534	60	60	100%	-	5	19,527	(19,467)	
Operating Expenses	23,733	16,184	68%	18,014	30,410	34,293	113%	(3,883)	2,858	52,135	(21,725)	

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As of 9/30/2021

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Expenditures													
Information Technology													
Personnel	20,000	8,262	68%	16,304		20,000	30,196	151%	(10,196)		2,516.33	15,810	4,190
IT Expenditures	44,204	27,307	75%	21,053		37,913	43,633	115%	(5,720)		3,636.08	38,270	(357)
Maintenance	2,832	1,722	67%	2,832		2,832	1,451	51%	1,381		120.92	1,935	897
Operating Expenses	67,036	37,292	56%	40,189		60,745	75,280	124%	(14,535)		6,273	56,015	11,021
General Fund Capital Outlay													
Administration	122,900	24,048	26%	92,145		46,000	7,750	17%	38,250		645.83	46,000	-
Police	93,010	33,788	9%	68,487		115,934	84,107	73%	31,827		7,008.92	105,934	10,000
Public Works	102,041		19%	22,041		32,041	22,041		10,000		1,836.75	3,000	29,041
Municipal Court						19,000	1,295		17,705		107.92	22,041	(3,041)
Community Development	158,000	60,800				70,000	62,864	90%	7,136		5,238.67	39,528	30,472
Streets	85,000					35,000	-	0%	35,000		-	-	35,000
Parks	-		179%	518,895		-	-		-		-	-	-
Nature Sanctuary						-	-		-		-	-	-
PIO/IT	31,500	1,424	0%	6,000		6,000	6,146	102%	(146)		512.18	6,146	(146)
Capital Outlay	592,451	120,061	20%	707,568		323,975	184,203	57%	139,772		15,350.26	222,650	101,325
Transfers													
To Emergency Reserve Fund	100,000	75,000	75%	317,500					-		-	-	-
To Projects Fund	400,000	400,000	0%	-					-		-	-	-
To Brush Creek NID	140,000	140,000	0%	-		112,357		0%	112,357		-	112,357	-
To Brink Meyer NID	282,822	282,822	0%	-		247,063		0%	247,063		-	247,063	-
Transfers	100,000	75,000	75%	317,500		359,420	-	0%	359,420		-	359,420	-
Total of General Fund:	5,385,702	3,488,431	65%	5,306,368		5,672,769	4,959,072	87%	713,697		413,256	5,288,745	390,315



CITY ADMINISTRATOR
PURCHASING APPROVAL

March 22, 2022

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Broski Fence Co., LLC
3900 Bennington Ave
Kansas City, MO 64129

\$2,773.00

General Scope of Work Description/Project:

Ball Fence Improvements:

In 2020, the Missouri Riverfront Trail was extended from Riverside to English Landing Park. The coordination of the trail design and construction was coordinated with Platte County. Since that time, staff has had several conversations with Bob Ball, owner of Ball Equipment. Since the trail's construction, he has experienced several issues related to the pedestrian traffic on the trail. Staff is currently working through some solutions related to that issue.

Another issues that was brought up is the frequent power outages associated with the power box located near the trail. Pedestrians are shutting off the power to the businesses located near Ball Equipment, causing damage to their business and profits. Staff worked with Evergy to find a solution for better protecting the power box. The best solution is to construct a fence around the box, preventing public access. The design of the fence has been discussed with Evergy, as well as Ball Equipment. Furthermore, Southern Platte Fire Protection District will have access to the fenced iarea, in case of an emergency.

The 2022 Parks Sales Tax budget includes funding available for the installation of the fencing.

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

Staff contacted three fencing contractors to obtain quotes for the fence. Broski Fence provided the low bid. Broski Fence has previously worked for the City on the fence restoration following the 2019 flood.

Project Start Date:

3/22/22

Estimated Completion Date:

5/1/22

Budget Account Code:

41-560.52-50-00

Authorization:

☐ City Administrator:

Alex Borton

Date:

3/22/2022

☐ Department Head:

Alyson Mahel

3/22/22

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SMALL CONSTRUCTION SERVICES AGREEMENT

SECURITY FENCE AROUND ELECTRICAL BOX ON BALL POWER BUILDING

THIS SERVICE AGREEMENT, entered into on this 18th day of January, 2022 by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **BROSKI FENCE CO., L.L.C.**, ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor and all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1"**. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized

representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

- B. Notices sent by Contractor shall be sent to:

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

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

Broski Fence Co., L.L.C.
3900 Bennington Ave.
Kansas City, MO 64129
816-861-8000
john@broskifence.com

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. RESOLUTION OF DISPUTES

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

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

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this

Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

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

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

CITY OF PARKVILLE, MISSOURI

By: Alexa Barton

~~Joe Parente~~, City Administrator

Alexa Barton

AMA

ATTEST:

Melissa McChesney, City Clerk

BROSKI FENCE CO., L.L.C.

By: John Downey

John Downey, Owner

Exhibit A

Scope of Work and Pricing for Security Fence Around Electrical Box on Ball Power Building

PROPOSAL PER BOB BALL REQUEST

PROJECT: ~~BALL POWER EQUIPMENT~~, 7602 NW RIVER D, PARKVILLE, MO

SPEC: 8' HIGH COMMERCIAL GRADE BLACK COATED CHAIN LINK SYSTEM INCLUDING BLACK PDS SLATS

As per your 12/21/21 email request AND Bob Ball's phone request for revised this is Broski fence's quote to furnish and install the following fence and gate to secure the power box on the outside of Ball Power building next to the adjacent Parks walking trail, as follows:

2 each 3' side panels with a 5' single swing gate on face to access power box as needed.

(4 each 3" ss-40 terminal posts, 1 5/8" ss-40 top and middle rail on these 2 each 3' side stretches with the 5' swing gate having commercial grade manual swing gate hardware. Fence and gate above to include pds Privacy slats.
NOTE fence and gates to now all be 8' high and be black coated.

NOTES** No clearing, grading or fence removal included in this quote.

No temporary fence included in this quote.

Property and fence lines responsibility of others/owners.

Cost of any bonds or permits not included in this quote.

Price is valid for 14 days from date of quote.

Private underground utilities must be marked, otherwise Broski Fence Co., LLC is not responsible for damage to said utilities.

Broski Fence will impose a surcharge of 3.75% on the transaction amount on Visa and MasterCard charges.

MATERIALS AND LABOR COMPLETE \$2,773.00





CITY ADMINISTRATOR
PURCHASING APPROVAL

March 22, 2022

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

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

\$2,990.00

General Scope of Work Description/Project:

Timber Ridge / Clearwater Repair:

In February 2022, the City was alerted to a sewer overflow near Timber Ridge Drive and Clearwater Drive. Following the inspection, it was determined that the issue was on the City's side of the sewer main. Staff contacted H&H to assist with the repair.

The Sewer Fund includes funding available for emergency line repairs.

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

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

Project Start Date:

2/15/22

Estimated Completion Date:

2/15/22

Budget Account Code:

30-501.07-34-00

Authorization:

☐ City Administrator:

Devin Barton

Date:

3/22/2022

☐ Department Head:

Devin Barton

3/22/22

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



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

Work Authorization #123 (OC)

Date: February 15, 2022
Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description

Title: Repair Valve Station at Timber Ridge Drive and Clearwater Drive
Invoice #51762

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

Schedule and Price

Project Start Date: February 15, 2022
Estimated Completion Date: February 20, 2022
Latest Acceptable Date: February 20, 2022
Estimated Cost: \$2,990.00
Expenditure Limit: \$2,990.00
Budget Account Code: 30-501.07-34-00

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

Name/Title: Rogina Moore **Signature:** Rogina Moore
Company: H & H Septic Service Inc. **Date:** 3/2/2022

Authorization

Department Head: Alysen Abel **Date:** 3/2/2022
City Administrator (if over \$2,500): Alexa Barton **Date:** 3/22/2022
Mayor (if over \$10,000): Joe Parente **Date:** Alexa Barton

For Internal Staff Use Only

(initial each item and file with executed work authorization)

- ☐ Employment Eligibility Status Verification (if the cost exceeds \$5,000)
☒ Certificate of Insurance that demonstrates compliance with the Terms and Conditions
☒ Valid business license

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
2/24/2022	51762

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	VACUUM TRUCK TO REPAIR VALVE STATION AT TIMBER RIDGE DRIVE AND CLEARWATER DRIVE 1HR	400.00	400.00
	VACUUM TRUCK 2 TRUCKS AT 4 ADDTL HOURS AT \$175.00 PER HOUR	700.00	700.00
	HYDRO JETTER 1 HOUR	800.00	800.00
	LABOR 8 MAN HOURS @ \$75.00 PER HOUR	600.00	600.00
	PLUMBING PARTS	490.00	490.00
	JOB SITE: TIMBER RIDGE DRIVE AND CLEARWATER DRIVE REPAIR VALVE STATION		
		Total	\$2,990.00



CITY ADMINISTRATOR
PURCHASING APPROVAL

March 22, 2022

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

\$2,935.00

General Scope of Work Description/Project:

Pocket Park Geotechnical:

The City is currently working on the phased construction of Pocket Park. With the relocation of the Bill Grigsby statue, there were concerns associated with the geotechnical / structural stability of relocating the statue to the upper terrace of Pocket Park. Staff contacted Kaw Valley to provide geotechnical services, to review the proposed site of the statue. Their scope also include design of a retaining wall, to provide better public access to the future statue location.

The 2022 Parks Sales Tax budget includes funding available for the geotechnical / structural analysis.

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

On October 20, 2020, the Board of Aldermen approved the On-Call Engineering Services contract with Kaw Valley Engineering. The unit prices shown in the work authorization reflect the pricing in their contract.

Project Start Date:

2/7/22

Estimated Completion Date:

4/1/22

Budget Account Code:

41-560.52-50-00

Authorization:

☐ City Administrator:

Alex Barton

Date:

3/22/2022

☐ Department Head:

Alyssa Maul

3/22/22

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



WA # 5-22

Work Authorization No. 5

City of Parkville
Department of Public Works

Preparation date: 2/7/2022

To:

Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118General Scope of Work Description/Project: Pocket Park Geotechnical Services
Primary Tasks: (List task and hours): Scope & Fees Attached

Provide geotechnical services for Pocket Park statue and retaining wall

- See Attached Proposal - \$2,935.00

Estimated Total: \$2,935.00

Project Start Date:

3/1/2022

Estimated Completion Date:

4/1/2022

Budget Account Code:

41-560.52-50-00

Signature: _____

Schedule: _____

Authorization: _____

Signature: Alex Barton☐ City Administrator: _____☐ Department Head: Alyson Maul☐ Mayor: _____

Date: _____

3/22/22



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

February 2, 2022

C22G1286

Mr. Chris Ashley
City of Parkville, Missouri
8880 Clark Avenue
Parkville, Missouri 64152

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
POCKET PARK STATUE AND RETAINING WALL
PARKVILLE, MISSOURI**

Dear Mr. Ashley:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above referenced project. Reference is made to the City Engineering and Architectural Professional Services Agreement dated October 20, 2020 for a 2-year term ending October 20, 2022 with a renewal option for one (1) additional year with written notice 30 days prior to anniversary date (the "Agreement"). The following services will be performed in accordance with the Agreement and as set forth below.

PROJECT DESCRIPTION

The proposed project is to consist of the relocation of a statue and the construction of a retaining wall on the west side of Pocket Park in Parkville, Missouri.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of hand-drilling four (4) borings for the proposed project. The planned depth for these borings is ten (10) feet. Borings will be terminated at shallower depths if auger refusal is encountered.

Soil samples will be obtained by hand from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by hand.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength will be performed to establish physical and engineering characteristics of the soil.

Geotechnical Engineering Analyses and Report Preparation

Engineering analyses will be performed for development of foundation design recommendations. The analysis report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on foundation and slab-on-grade performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Recommendations for design of shallow foundations.
- Recommendations for design of deep foundations (if required).
- Recommendations for observation of foundation construction and site grading.
- Recommendations for parameters to be utilized for retaining wall design.
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for Kaw Valley Engineering, Inc. to perform the Services. Client is responsible for providing written authority of access from legal property owner prior to initiation of field services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by the client or owner.

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.

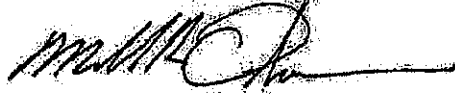
SCHEDULE AND FEE BASIS

We will proceed with this project within three (3) weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within ten (10) working days of the completion of the fieldwork. We anticipate the fieldwork to take one (1) day.

We will perform the Geotechnical Services described herein for the lump sum fee of **Two Thousand Nine Hundred Thirty-Five Dollars (\$2,935.00)**.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

JAN/srh

\\VMLX-FIL\Projects\C22_1286_Proposal\2023-02-02 GEO Proposal Pocket Park Parkville MO.docx

AUTHORIZATION AND NOTICE TO PROCEED

Client: City of Parkville, Missouri

Name/Title: _____
(please print)

Signature: _____

Date: _____

Project Reference No.: _____

E-mail for Accounting: _____
E-mail address where invoices can be sent electronically



CITY ADMINISTRATOR
PURCHASING APPROVAL

March 22, 2022

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Cathy Bowden
503 Deer Lane
Pleasant Hill, Mo 64080
Ph: 816-804-2364
\$4,125

General Scope of Work Description/Project:

Incode ERP Consultant

The City utilizes an ERP system called Incode by Tyler Technologies. Incode is an ERP software system that manages many facets of municipal government. The City of Parkville currently has: Finance (AP, AR, Budget), and Payroll modules.

Cathy Bowden is a former finance director for the City of Raymore and Grain Valley (now retired). In between these positions she worked for Tyler Technologies as a customer service/installer of Incode and provided necessary training. Upon retirement Ms. Bowden continues to assist local municipal governments with Incode assessment and training, as requested; currently assisting Grain Valley, Oak Grove and Strasburg Water District #5 with various needs.

Ms. Bowden charges \$75/hour, with a per diem travel time per trip of .5 hour (minimum onsite 5-6 hours/day), and will assess the utilization of Incode; provide an overview of current use to best practices, and train where requested. In addition, she will review related city operations and make recommendations as to how existing or additional modules, such as Human Resources, Utility Billing, etc. may streamline current practices and provide better customer service to the citizens of Parkville. Ms. Bowden has estimated an assessment and report timeframe of 30-40 hours. This request is for additional time, up 55 hours total to allow time for training – to the benefit of staff.

The 2022 Administration budget includes funding available for Professional Services.

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

Sole Source: Specialized knowledge to established system: Incode.

Cathy Bowden, 503 Deer Lane, Pleasant Hill, Mo 64080

\$4,125

Project Start Date:

5/2/22

Estimated Completion Date:

6/1/22

Budget Account Code:

10-501.08-02-02

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

March 24, 2022

Department: Administration / City Hall

Low Bidder and
Contract Amount:

Lippert Mechanical Service Corp
1600 N. Topping Ave.
Kansas City, MO 64120

\$2,583.32

General Scope of Work Description/Project:

City Hall HVAC Maintenance Service Contract

Lippert Mechanical will provide quarterly service and maintenance on the City Hall HVAC system. The services, schedule, and scope of work is outlined in Exhibit A on the signed, attached maintenance agreement. The current agreement is good through February 2023.

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

In March of 2022, the City had repair work done on the City Hall HVAC system. It was during that time that the City and the contractor realized that the existing service contract had lapsed in August 2021. This is a reactivation of the existing service contract for 1 year, at the previously agreed upon terms.

Project Start Date:

3/1/2022

Estimated Completion Date:

2/28/2023

Budget Account Code:

10.501.06-01-01

Authorization:

- ☐ City Administrator: Clefu Barton Date: 3/25/2022
☐ Department Head: _____
☐ Mayor (if applicable): _____
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Exhibit A: SCOPE OF WORK AND PRICING AGREEMENT

This Agreement constitutes a Master Agreement for a period of one (1) year from the date of this Agreement with the option of two additional one-year terms. All work performed hereunder shall be in accordance with the terms and conditions of this Agreement.

I. The annual maintenance plan is as follows:

A. SCHEDULE OF EQUIPMENT TO BE COVERED:

Unit #	Equipment Type	Make	Model #	Size	Location
RTU1	Rooftop Unit	Trane	TCD600A40	50 Ton	Roof
RTU2	Rooftop Unit	Trane	TSC120A4RNA	10 Ton	Roof
EF1	Exhaust Fan	Greenheck	GB-071-4	225 CFM	Roof
EF2	Exhaust Fan	Greenheck	GB-121-4	1175 CFM	Roof
UH1	Unit Heater	Berko	HUH-AA527	5 KW	Garage
UH2	Unit Heater	Berko	HUH-AA527	5 KW	Garage
CU1 & FCU1	Split System	Mitsubishi	MCW-52	2 Ton	Garage & IT Room

B. HVAC PACKAGE ROOFTOP AND SPLIT SYSTEMS: THE SERVICES DESCRIBED BELOW WILL BE FOR THE PACKAGE ROOFTOPS OR SPLIT SYSTEM AIR-CONDITIONING/GAS HEATING SYSTEMS LISTED ON THE "SCHEDULE OF EQUIPMENT TO BE COVERED"

1. SPRING START-UP INSPECTION – The following services will be performed during or shortly after seasonal start-up:
 - a. Check filters. Replace as required
 - b. Check/clean drain pan as required
 - c. Check/clean condenser coils once per year
 - d. Check fan and motor bearings. Lubricate as required
 - e. Check belt condition and tension. (change belt once per year)
 - f. Check drives and pulleys for tightness
 - g. Check system for oil and refrigerant leaks by visual inspection
 - h. Check oil supply and refrigerant charge with calibrated gauges
 - i. Check operation of refrigerant controls. Calibrate controls as required
 - j. Check general operation and condition of compressors
 - k. Check oil pump operation and oil level (if applicable)
 - l. Check discharge pressure and suction pressure
 - m. Make pump down capacity check

- n. Check operation of damper motors and controls
- o. Check operation of expansion valves
- p. Check and calibrate operation of system microprocessor controls
- q. Check wiring for loose connections
- r. Adjust and tighten linkages on all dampers
- s. Check voltage and amperage of compressors
- t. Check operation and setting of unloaders (if applicable)

2. MID-SEASON INSPECTION (SUMMER):

- a. Check filters. Replace as needed
- b. Check evaporator coil condition
- c. Check and clean drain pan as required
- d. Check and clean condenser coils
- e. Check fan and motor bearings. Lubricate as required
- f. Check belt condition and tension. Change if applicable
- g. Check drives and pulleys for tightness
- h. Check general operation of unit and controls
- i. Check refrigerant charge
- j. Check for vibration and noise
- k. Check for loose connections
- l. Check oil pressure and level (if applicable)

Review maintenance procedures with building engineer and make recommendations for additional service or repair, if required.

3. FALL START-UP INSPECTION – The following services will be performed during or shortly after seasonal start-up.

- a. Check / Replace filters as required
- b. Check fan motors and bearings. Lubricate as required
- c. Check belt condition and tension. (change if applicable)
- d. Check drives and pulleys for tightness
- e. Check operation of damper motors and controls
- f. Check and tighten linkages as required
- g. Check burner condition
- h. Check heat exchanger condition
- i. Check operation of heating controls
- j. Check gas pressure for proper burner operation
- k. Check flame signals and all safety devices
- l. Check fan / limit switch operation
- m. Check fan and limit switch operation
- n. Check economizer controls
- o. Check operation of combustion blower motor

p. Check and tighten electrical conditions

4. MID-SEASON INSPECTION (WINTER):

- a. Check filters. Replace as needed
- b. Check fan and motor bearings. Lubricate as required
- c. Check belt condition and tension. (change if applicable)
- d. Check fan and limit operation
- e. Check burner condition
- f. Check heat exchanger condition
- g. Check operation of safeties and ventor motors
- h. Check flame safety operation
- i. Check general operation of heating system
- j. Tighten all electrical connections

Review maintenance procedures with building engineer and make recommendations for additional service or repair, if required.

C. EXHAUST FANS: THE SERVICES DESCRIBED BELOW WILL BE FOR THE EXHAUST FANS LISTED ON THE "SCHEDULE OF EQUIPMENT TO BE COVERED"

1. EXHAUST FAN OPERATING INSPECTION - The following services will be performed during or shortly after spring. This service is normally provided just one time during the operating season:

- a. Check/Adjust fan belts as required. Change if needed.
- b. Lubricate fan motor and shaft bearings
- c. Check operation of starters and variable speed drives. Tighten electrical connections
- d. Check all pulleys for wear
- e. Check motor voltage and amperes
- f. Check for excessive noise and vibration
- g. Remove and wash filters on each fan

Review maintenance procedures with building engineer and make recommendations for additional service or repair, if required.

D. ELECTRIC UNIT HEATERS: THE SERVICES DESCRIBED BELOW WILL BE FOR THE ELECTRIC UNIT HEATERS AND/OR FURNACES LISTED ON THE "SCHEDULE OF EQUIPMENT TO BE COVERED"

1. FALL START-UP INSPECTION - The following services will be performed during or shortly after seasonal start-up. This service is normally provided just one time during the operating season:

- a. Check fan motor and bearings. Lubricate as required
- b. Check belt condition and tension, if applicable
- c. Check induced draft fan motor operation
- d. Check operation of heating thermostat
- e. Check operation of controls

f. Set all thermostats for desired space temp

Review maintenance procedures with building engineer and make recommendations for additional service or repair, if required.

II. As consideration for providing the Services, the City shall pay Contractor as follows:

- A. The annual maintenance plan outlined in Section I will be billed at a fixed cost of \$2,583.32 per year. This will be billed after each quarterly service appointment in an amount of \$645.83.
- B. On-call services will be billed at the hourly rate of:
 - 1. Straight Time (Normal business hours): \$110.00 per hour. Straight Time is defined as Monday through Friday, 8 a.m. - 4:30 p.m. (Includes emergency calls in this time frame).
 - 2. Overtime: \$165.00 per hour. Overtime is defined as after normal business hours and Saturday (includes emergency calls in this time frame).
 - 3. Hourly service rate shall be in 15-minute increments.
 - 4. For on-call work if a definable scope and work product can be identified and described in writing, Contractor will prepare a Work Authorization Form (WA Form) using the template labeled as Exhibit A-1, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimated number of hours to complete the Services.
 - 5. Once approved by City in writing, Contractor will complete the services set forth in the WA Form. Unless amended in writing by City, Contractor's estimate of hours and price shall not be exceeded.
- C. Contractor is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, postage, without prior written approval from the City.
- D. Contractor is not entitled to hourly compensation for work that is not associated with the direct provision of Services, such as overhead tasks including preparing WA Forms, submitting invoices, and travel time.
- E. 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. If conditions arise which constitute a change in scope to a WA Form, Contractor will bring this situation to the attention of City staff as soon as possible, and if mutually acceptable the scope of work and the WA Form will be revised. Contractor is not eligible for compensation for changes in scope unless approved in writing through a revision to the WA Form.

III. The annual maintenance plan shall be completed within the timeframe(s) outlined in Section I, based on mutually agreed upon dates between the City and Contractor. On-call services shall be completed within the schedule documented in each WA Form.



Lippert Mechanical Service Corp
1600 N. Topping
Kansas City, MO 64120
816-241-4442

MAINTENANCE CONTRACT INVOICE

Customer Billing Address	Customer Service Address
CITY OF PARKVILLE (6552126) 8880 CLARK AVE PARKVILLE, MO 64152	CITY OF PARKVILLE 8880 CLARK AVE PARKVILLE, MO 64152 USA

Invoice Information	Remit To
Invoice Number: SI2088164 Astea Number: I220303029 Invoice Date: 3/3/2022 Total: \$645.83 Terms: Net 30 Days Late payments may be subject to a late payment fee. Customer PO No.:	Lippert Mechanical Service Corp. 1600 N. Topping Kansas City, MO 64120

Contract Information
Maintenance Contract Invoice for Period: 3/1/2022-5/31/2022
Contract Effective Dates: 03/01/2022 to 02/28/2023
Bill Times per Contract: 4
Maintenance Contract Number: CP8880_5
Sales Representative: Tom Cleaver

Maintenance of equipment, per contract.

Invoice Total:	\$645.83
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SERVICE * SALES * INSTALLATION * AIR CONDITIONING HEATING
* REFRIGERATION * ENERGY MANAGEMENT



SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this **FIRST (1st) day of March, 2022**, by and between the CITY OF PARKVILLE, MISSOURI ("City") and **LIPPERT MECHANICAL SERVICE CORP.** ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

- A. As consideration for providing the Maintenance Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all



funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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



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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Maintenance 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 Maintenance Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. Unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or



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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

- B. Notices sent by Contractor shall be sent to:

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

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

Lippert Mechanical Service Corp.
1600 N. Topping Ave.
Kansas City, MO 64120
816-241-4442



XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Maintenance Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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



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

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

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.



3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national



origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
- iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.



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

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: Alexa Barton

Alexa Barton, City Administrator

ATTEST:

Melissa McChesney, City Clerk

LIPPERT MECHANICAL SERVICE CORP

By: Tom Cleaver

Tom Cleaver
Business Development Manager



EXHIBIT C

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:
 - 1.2 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.
 - 1.3 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.
 - 1.4 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.
 - 1.5 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 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 ("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, defined as execution and acceptance of Exhibit B-2 and remittance of the final payment); (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. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
- 2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.



- 2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.
3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.
4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.
5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.
6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 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.



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

Draft Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:35 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Robert Lock and Tina Welch (*joined meeting at 3:41 p.m.*)

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

2. Financial Updates

3. Action Items

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

Vice Chair Rittman said he would abstain from the vote because he did not attend the February 7 meeting.

Bob Lock moved to approve the minutes for the February 7, 2022, meeting. Chair Sportsman seconded; motion passed 3-0.

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

Public Works Director Alysén Abel stated that televising of the sanitary sewer system was completed annually to set priorities for areas that needed to be repaired. The project was sent out for bid and three responses were received. Abel noted that the low bidder, HydroKlean, worked with the City and was familiar with the system.

Tina Welch joined the meeting at 3:41 p.m.

Dave Rittman moved 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. Lock seconded; motion passed 4-0.

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 Director Alysén Abel said that chemicals were pumped into the sewer lines in Riss Lake to help with odor control. Approximately 25 gallons were pumped daily and

two purchases of the chemicals were made annually.

Discussion focused on the cost difference between Robin 4000 and bioxide. Abel said she would provide additional information in the agenda packet for the March 15 Board of Aldermen meeting.

Rittman moved 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. Lock seconded; motion passed 4-0.

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

Public Works Director Alysén Abel stated that the Parks Master Plan relocated the Farmers Market building closer to Main Street and McAfee Street. The consensus of the Community Land and Recreation Board was to keep as much of the building as possible in the same location. Abel said a structural engineer reviewed the building to determine what elements, if any, could be salvaged. BBN Architects and Leigh & O'Kane prepared options for reconstruction or repair of the building.

Abel said that in December 2021, the city administrator approved Work Authorization No. 12 with BBN Architects, the project manager, with Layne & O'Kane assisting for the structural review and final report. She noted that the work authorization would be exceeded by \$1,400, which exceeded the city administrator's approval by that amount. In order to be transparent and have the proper approvals per the Purchasing Policy, staff presented Work Authorization No. 12B for the additional amount for a total project cost of \$11,400. The new work authorization included the structural engineer analysis and the project management.

Discussion focused on discussions held in late 2021 about not allowing anyone to use the building until the structural issues were resolved and Abel responded that a chain was placed around the building to deter usage. Further discussion focused on the breakdown of the \$8,000 expense, the three options moving forward and the cost estimates for each option.

Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 12B with BBN Architects for design services for the Farmers Market building for the total amount of \$11,400. Lock seconded; motion passed 4-0.

E. Approve a supplemental agreement amending the sewer management contract with Alliance Water Resources

Public Works Director Alysén Abel said that the Board of Aldermen approved a supplemental agreement in 2021 for the price increase in accordance with the original agreement. Karla Pierce was hired as the local manager and lived outside of the 20-mile radius required in the agreement. Abel recommended keeping her on because of her prior experience and the proposed supplement would allow the city administrator the discretion to allow a manager to live outside of the boundaries.

Rittman moved to recommend that the Board of Aldermen approve the supplemental agreement with Alliance Water Resources. Lock seconded; motion passed 4-0.

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 Director Alysén Abel stated that the Board of Aldermen approved Work Authorization No. 5 with Renaissance Infrastructure Consulting (RIC) for inspection services for the Route 9 project at \$150,000. The project was estimated to be completed in June and the original work authorization amount was closed to being exceeded. Abel noted that inspection services were needed through the completion of the project, which was estimated at approximately \$65,000.

Discussion focused on the reasons for project delays and any recourse the City could have because of the cost of the delays. Abel responded that the delay was due to the utility relocations and City Administrator Alexa Barton said staff would research if there was any recourse for the City.

Rittman moved 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. Lock seconded; motion passed 4-0.

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

Public Works Director Alysén Abel said that the riverfront parks flooded in 2019 and staff worked on restoring the park after the flood and submitting paperwork for the reimbursements. The reimbursements were approved by the Federal Emergency Management Agency (FEMA) and transferred to the State of Missouri Emergency Management Agency. Abel said that items that were not covered by the City's insurance provider were eligible for FEMA reimbursement. Approximately \$158,000 was approved by Midwest Public Risk for the insurance claims, but some of the items were previously paid out by FEMA. Staff was working through the last two projects with FEMA and SEMA for the final closeout and it was determined that there was an overpayment to FEMA. Abel noted that in order to close out the final two projects a refund needed to be paid to SEMA for the insurance overpayment and SEMA would pay the City the estimated value of the final projects.

The Committee shared their concerns about the comment in the policy report about a net positive effect being a misnomer and about the error made and the lack of internal controls. Abel responded that the comment would be removed from the policy report presented to the Board of Aldermen on March 15.

Rittman moved 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. Lock seconded; motion passed 4-0.

4. Non-Action Items

A. Police Radio Update

Police Chief Kevin Chrisman stated that the City was part of the metropolitan regional radio system and had 20 portable radios, 10 cars with mobile radios and one required a base station. He said that funding was built into the Capital Improvement Program to anticipate the changeover, noting that in 2019 the department deferred purchasing two portable radios and instead bought batteries and in 2020 the new radios were purchased. As of April 19,

everyone was required to be on an encrypted system and on February 23 the department received a letter that extended the deadline to June 21. Chrisman said that \$20,000 was budgeted in 2022 and \$20,000 was projected to be budgeted in 2023. The Board of Aldermen would be presented two scenarios that included requesting that the 2023 money be spent with the 2022 money and adding the additional \$14,000 needed to get to where the City needed to be. He added that more information would be provided to the Board of Aldermen at the meeting on March 15.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

City Administrator Alexa Barton said that the Juneteenth holiday was approaching and other municipalities were determining if they would list it as an official holiday.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:58 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 3/28/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: March 24, 2022

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve the semi-annual financial report for the second half of 2021 and direct City Administration to publish (Administration)

BACKGROUND:

Both state statute and City ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in August for the first half of 2021. The semi-annual report for the second half of 2021 is ready for review and publication in a local newspaper as required by law. The report includes all revenues and expenditures that are expected to be credited and charged to the second half of 2021. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

There is no budget impact associated with this action other than the cost of publication, which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial report for the second half of 2021 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the semi-annual financial report for the second half of 2021 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and

publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the semi-annual financial report for the second half of 2021 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report (Publication Version)
2. Semi-Annual Report (Detailed Version)

City of Parkville, Missouri
Semi-Annual Report
July 1 through December 31, 2021

General Fund

Revenue	2,369,741
Expenditures	3,023,224
Revenue, net of Expenditures	<u>(653,483)</u>

Enterprise Fund-Sewer Utility

Revenue	854,055
Expenditures	985,958
Revenue, net of Expenditures	<u>(131,903)</u>

Debt Service Funds

Revenue	543,259
Expenditures	81,096
Revenue, net of Expenditures	<u>462,163</u>

Special Revenue Funds

Revenue	5,256,285
Expenditures	6,100,048
Revenue, net of Expenditures	<u>(843,763)</u>

Debt of City of Parkville, December 31, 2021

Certificates of Participation	2,957,413
Sewer Utility	535,000
Neighborhood Improvement Districts (NID's)	6,725,000
Total Debt	<u>10,217,413</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri
Semi-Annual Report
January 1 through December 31, 2021

General Fund

Revenue	
Taxes	1,402,592
Licenses	70,583
Permits	518,981
Franchise Fees	816,131
Sales Taxes	1,179,878
Other Revenue	30,885
Court Revenue	66,310
Interest Income	5,531
Grants and Miscellaneous Revenue	436,039
Transfers In	866,200
Total Revenue	<u>5,393,130</u>
Expenditures	
Administration	1,459,168
Police Department	1,453,045
Municipal Court	127,806
Public Works	285,041
Community Development	344,834
Street Department	493,658
Parks Department	441,186
Nature Sanctuary	59,142
Channel 2/Website	34,293
Transfers Out	359,420
Information Technology	75,281
Capital Outlay	160,868
Total Expenditures	<u>5,293,742</u>
Net Revenues in Excess of Expenditures	99,388
Funds Carried Forward for current year	<u>1,164,121</u>
Revenue & Carryover, net of Expenditures	<u><u>1,263,509</u></u>

Enterprise Fund - Sewer Utility

Revenue	1,609,904
Expenditures	1,576,646
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>33,258</u></u>

Debt Service Funds

Revenue	1,386,523
Expenditures	1,369,835
Revenue, net of Expenditures	<u><u>16,688</u></u>

Reserved and Restricted Funds

Revenue	6,458,820
Expenditures	6,677,406
Revenue, net of Expenditures	<u><u>(218,586)</u></u>

Debt of the City of Parkville, December 31, 2021

Certificates of Participation	2,957,413
Sewer Utility	535,000
Neighborhood Improvement Districts (NIDs)	¹ 6,725,000
Total Debt	<u><u>10,217,413</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

CITY OF PARKVILLE
Policy Report

Date: March 24, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Ace Pipe Cleaning for the 2022 Street Sweeping Program (Public Works)

BACKGROUND:

Due to heavy salt and sand usage over the winter months and normal accumulation of leaves, trash and other debris, the City's streets need to be swept periodically to help keep the contaminants out of the storm sewer systems, improving the overall water quality in accordance with the Clean Water Act.

The City released a bid request in early March. The bid documents were posted on the City's website, as well as the Drexel Plan Room. The bid opening was held on February 22nd and one bid was received from Ace Pipe Cleaning. Their quote was in the amount of \$150.00 per hour and the contract will not exceed 60 hours in a single season.

The City has contracted with Ace Pipe Cleaning in the past for the City's CCTV program. Since the City is not familiar with their street sweeping operations, staff contacted them regarding the number and types of trucks they have available in their fleet. They have three standard Elgin street sweepers. Staff is currently checking references associated with their street sweeping operations.

Delta Sweeping provided street sweeping services to the City in 2021 at a rate of \$155 per hour. If they had submitted a bid in 2022, it is anticipated that their rate would be the same or higher than their 2021 rate.

BUDGET IMPACT:

The 2022 Transportation Fund includes funding available for the street sweeping operations.

ALTERNATIVES:

1. Approve a construction agreement with Ace Pipe Cleaning.
2. Provide direction to staff related to the Street Sweeping Program.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction agreement with Ace Pipe Cleaning for the Street Sweeping Program. Although staff is not familiar with their street sweeping operations, Ace Pipe Cleaning has provided excellent service in the past 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 Ace Pipe Cleaning for the 2022 Street Sweeping Program.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2022 STREET SWEEPING

Bid Opening Tuesday, March 22, 2022
10:05 a.m., Public Works Conference Room

Bidder	Hourly Rate
Ace Pipe Cleaning KCMO	\$150 per hr. Anticipated 60 hr. total \$9,000

(*) Recommended Award of Purchase

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

2022 STREET SWEEPING

THIS SERVICE AGREEMENT, entered into on this 5th day of April, 2022, by and between the CITY OF PARKVILLE, MISSOURI ("City") and ACE PIPE CLEANING ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Alysén Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Ace Pipe Cleaning
Attn: Theresa Calvert, VP
6601 Universal Ave.
KCMO 64120
theresa@acepipe.com
816-241-2891

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the

date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

ACE PIPE CLEANING

By: _____

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

A. Scope of Work:

Perform all street sweeping for areas as defined by City personnel to include:

1. Contractor to remove all significant debris and contaminants from all public streets and parking lots in the City with a professional grade street sweeping machine.
2. Contractor will furnish all equipment, fuel, labor and insurance to complete the services.
3. The City will provide a location to dump debris at the Public Works Street facility.

B. Compensation:

1. This is a UNIT PRICE Agreement based upon \$150.00 per hour, estimate of 60 hours, without prior authorization from the City.

C. Schedule:

1. Work to proceed upon receipt by Contractor of Notice to Proceed issued by the City, and to be completed within a timeframe as directed by the Public Works Director.

Term of Agreement: -----

\$9,000.00 (60 hours)

**CITY OF PARKVILLE
Policy Report**

Date: March 24, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 4B with Kaw Valley for construction material testing services for the Route 9 Improvements project (Public Works)

BACKGROUND:

On June 1, 2021, the Board of Aldermen approved a construction agreement with Gunter Construction for the improvements to Route 9 from Highway 45 to Lakeview Drive. Construction materials testing is required at standard intervals depending on the size and type of construction, as outlined in the Missouri Department of Transportation requirements.

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. Kaw Valley Engineering was chosen as one of the on-call firms. They have assisted the City on numerous occasions with construction materials testing services and have been very responsive to our project needs.

On July 12, 2021, the Board of Aldermen approved Work Authorization No. 4 with Kaw Valley Engineers for the construction materials testing for the Route 9 Improvements in the amount of \$24,905, based on the rates included in their contract. This work authorization was an estimated fee based on the number of months the project would be under construction. With the extended timeframe for construction, additional construction during the winter months, and additional overall needs for construction materials testing, this budget has been exhausted. Additional funding is necessary to complete the construction materials testing for the remainder of the project.

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. The proposed work authorization is in the amount of \$18,880.40.

ALTERNATIVES:

1. Approve a work authorization with Kaw Valley for the Route 9 construction materials testing services.
2. Provide feedback related to the work authorization.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approving the work authorization with Kaw Valley for additional construction materials testing 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. 4B with Kaw Valley Engineering for additional construction materials testing services for the Route 9 improvements from Highway 45 to Lakeview Drive in the amount of \$18,880.40.

ATTACHMENTS:

1. Work Authorization No. 4B
2. Work Authorization No. 4



EXHIBIT B – Work Authorization

City of Parkville
Department of Public Works
8880 Clark Avenue
Parkville, Missouri 64152

Prepared: 3/14/22

Issued to: Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

Project/Work Description/Purpose:

Continuation of materials testing services for Route 9 (45 to Lakeview) Roadway Improvements

Additional fees are required due to weather and contractor scheduling/productivity issues extending the duration and frequency of testing required.

Primary Tasks: (List task and hours):

Services provided to date	\$ 28,785.40
Previous WA 04-21	\$ (24,905.00)
	\$ 3,880.40 (a)
Estimated cost per month	\$ 5,000.00
Months remaining (3/22 to 6/22)	x 3
	\$ 15,000.00 (b)
	a+b \$ 18,880.40

Project Start Date: tbd

Project Completion Date: tbd

Budget Account Code:

Schedule:

Estimated Completion date: Testing results provided to the City within 2 days

Project Deadlines: Tests to be performed at the City's request with 24 hours notice

Authorization:

Public Works _____

Date: _____

City Administrator _____

Date: _____

Mayor _____

Date: _____



Work Authorization No. 4

City of Parkville
Department of Public Works

Preparation date:

7/20/2021

To:

Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

General Scope of Work Description/Project: Route 9 – Materials Testing
Primary Tasks: (List task and hours): Scope & Fees Attached

Provide construction materials testing services for the Route 9 (45 to Lakeview Dr) Roadway Improvements

- See Attached Proposal – Time and Material Estimate = \$24,905.00

Estimated Total:

\$24,905.00

Project Start Date:

7/20/2021

Estimated Completion Date:

5/31/2022

Budget Account Code:

95-515.04-15-00

Signature: _____

Schedule:

Authorization: _____

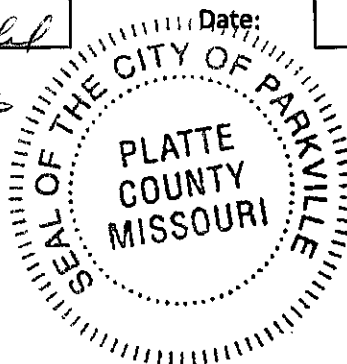
Signature: _____

☐ City Administrator:

Date:

7/12/21

☐ Department Head:☐ Mayor:



**TIME & MATERIALS BUDGET ESTIMATE
MISSOURI-9 IMPROVEMENTS
PARKVILLE, MISSOURI**

Services	Unit	Quantity	Unit Price	Extension
1. Grading				
Moisture / Density Relationship (ASTM D 698)	Each	4	\$180.00	\$ 720.00
Moisture / Density Relationship (Fly-ash Treated)	Each	0	\$250.00	\$ 0.00
Atterberg Limits	Each	3	\$75.00	\$ 225.00
In-Place Moisture / Density Testing	Hour	30	\$72.00	\$2,160.00
			Subtotal	<u>\$3,105.00</u>
2. Site Asphalt and Concrete				
Concrete Placement / Testing	Hour	135	\$68.00	\$9,180.00
Concrete Cylinder Testing	Each	225	\$13.00	\$2,925.00
Extraction / Gradation	Each	6	\$210.00	\$1,260.00
Marshall / Gyro w/Rice	Each	6	\$275.00	\$1,650.00
In-Place Density Testing	Hour	30	\$72.00	\$2,160.00
			Subtotal	<u>\$17,175.00</u>
3. Travel				
Vehicle	Mile	4,700	\$0.55	\$2,585.00
			Subtotal	<u>\$2,585.00</u>
4. Professional Staff				
Materials Engineer	Hour	6	\$150.00	\$ 900.00
Supervisor of Construction Materials	Hour	12	\$95.00	\$1,140.00
			Subtotal	<u>\$2,040.00</u>
			*T&M Budget Estimate	<u>\$24,905.00</u>

() Estimate is based on a site with minimal cut and/or fill. If the conditions exceed this expectation, quantities and fees will increase accordingly.*

CITY OF PARKVILLE
Policy Report

Date: March 24, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Review the Parks Director job description (Administration)

BACKGROUND:

The Board of Aldermen has directed staff to begin the process of hiring a Parks Director. The 2022 budget includes funding for hiring a Parks Director and it is anticipated that the hiring process will take several months to post the job description and interview potential candidates.

In early March, a preliminary notice was publicized at the Missouri Parks Directors Association conference. Since that time, staff has prepared a draft job description. The draft job description will be sent to the Community Land and Recreation Board (CLARB) for input prior to the April 5th Board of Aldermen meeting.

BUDGET IMPACT:

The 2022 Parks Sales Tax includes \$50,000 for the personnel costs associated with the Parks Director for the remainder of 2022. Additional funding will be needed in 2023 to cover the salary and benefits for the full 12-month period.

ALTERNATIVES:

1. Provide feedback to staff related to the Parks Director job description.
2. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends moving forward with the job posting for the Parks Director. Input will be received from the Board of Aldermen and CLARB.

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:

As this is a non-action item, no motion is necessary.

ATTACHMENTS:

1. Job Description



CITY OF PARKVILLE JOB DESCRIPTION

Parks and Recreation Director

Title: Parks and Recreation Director

Department: Parks

Supervisor: City Administrator

FLSA Status: Exempt

Pay Range: \$68,882 - \$84,675

Schedule: 8:00 a.m. – 5:00 p.m., Monday - Friday,
evening meetings and other hours as needed

This description is meant to represent a body of work typically performed in this position but does not necessarily represent all the duties which may be assigned to the incumbent in the position. The incumbent is responsible for performing miscellaneous duties as needed or assigned.

General statement of main duties: The Parks and Recreation Director will:

- Manage, direct, supervise, and coordinate various recreation programs, both passive and active, and special events for the Community including recommendations of best use(s) of space within the parks as well as oversee the maintenance of parks, open spaces (such as Hwy 45 trails, City Hall landscape, Parkville entry signage, among others) and related facilities; including, but not limited to: English Landing Park, Platte Landing Park, Parkville Nature Sanctuary, Sullivan Nature Sanctuary, Neighborhood Parks (Adams Park, Pocket Park, and Watkins Park), and associated dog parks and trails;
- Provide oversight including the planning, direction and, as needed, supervision of the Park Department team of full and part-time staff, and volunteers, serving as mentor and coach, and support the professional development and training of staff, bringing fun to the job, and celebrating successes to foster excellence and achieve community goals;
- Manage the Department Budget;
- Provide staff support to City Board of Aldermen, Commissions and Committees;
- Facilitate use of all City athletic resources to community sports organizations;
- Coordinate assigned activities with other City Departments, outside organizations, including, but not limited to, the Missouri Department of Natural Resources, Missouri Department of Conservation, Missouri Corps of Engineers, Mid-America Regional Council, Main Street Parkville Association, Park Hill School District, Park University, and the general public;
- Serve as liaison to advisory board: Community Land and Recreation Board (CLARB);
- Provide highly-responsible and complex administrative support to the City Administrator.

Minimum Qualifications: The Parks and Recreation Director should have knowledge of modern principles of park planning and design; modern principles and methods for developing and implementing a wide variety of recreation, social, and leisure activities for children and adults. Be familiar with Federal, State, County, and City laws, codes, policies, regulations, and guidelines affecting recreation programs and activities. Understand the principles of human resource management, supervision, training, and performance evaluation. Actively learn and address the recreational, social, and cultural needs of the community. Promote the principles of facility supervision, facilitation, and maintenance, and demonstrate good computer skills.

Education and Experience:

The position requires an accredited Bachelor's degree in parks & recreation, public administration or a related field (such as Forestry, Biology or equivalent) and 5 years of senior executive management experience in a similar size or larger setting. Experience and/or knowledge with recreational software is helpful but not required. Preference given for an accredited Master's degree and/or Certified Park and Recreation Professional. The Director serves as a member of the City's senior management team and must have exceptional leadership and management abilities. The Director must maintain a valid driver's license.

Essential Job Duties and Responsibilities:

1. Assume full management responsibility for Parks and Recreation Department services and activities including operations and maintenance and administer policies and procedures for these activities (daily). Also co-lead with the assistance of the Public Works Director, construction, and engineering of parks and associated sites. (daily)
2. Provide cross departmental support during emergencies and special events. (as needed)
3. Establish, within city policy and budget, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly. (weekly)
4. Plan, direct and coordinate, through subordinate level supervisory and managerial personnel, the Parks Department goals and improvement projects; assign projects and goals with varying responsibility; review and evaluate work methods and procedures; meet with staff to identify and resolve problems. (daily)
5. Assess and monitor work load, administrative and support systems, and internal reporting; identify opportunities for improvement; direct and implement changes. (weekly)
6. Select, train, motivate and evaluate Parks Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures, when and if needed. (weekly)
7. Serve as a resource to other city departments for parks and recreation expertise. (weekly)
8. Coordinate with other city departments and divisions, such as Public Works regarding planning, technical needs, and construction of Park facilities/sites, and/or other community organizations regarding recreation, special events (including rentals, festivals, and 5K races), and needs. (weekly)
9. Oversee and participate in the development and administration of the Parks and Recreation Department budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary. (weekly)

10. Explain, justify and preserve Parks and Recreation Department programs, policies, and activities to the City Administrator, Mayor, Board of Aldermen, and general public; negotiate and resolve sensitive and controversial issues. (monthly)
11. Represent the Parks and Recreation Department to other city departments, elected officials and outside agencies; coordinate Parks and Recreation Department activities with those of other departments, outside agencies and organizations such as Parkville Main Street, Platte County, Missouri Department of Conservation (MDC) and the Mid-America Regional Council (MARC). (as needed)
12. Develop and evaluate programs and policies, as well as actively market for implementing City project(s) needs and goals. (as needed)
13. Assess and monitor the City's parks related infrastructure to recommend the adequate level of maintenance, both for existing infrastructure and new developments. (quarterly)
14. Monitor/manage condition of ornamental and turf surfaces, pest management, and wetlands management (as needed)
15. Provide staff assistance to the City Administrator; prepare and present staff reports and other necessary correspondence for the Board of Aldermen and committee meeting packets. (weekly)
16. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of parks and recreation administration. (as needed)
17. Promptly respond to and resolve difficult and sensitive citizen inquiries and complaints. (as needed)
18. Oversee department related contract administration and project management for Parks projects, as well as make applications to the Mid-America Regional Council, Missouri Department of Conservation (MDC), Platte County, and other granting agencies for grant funds to assist with eligible project costs; administer grant award contracts. (as needed)
19. Participate in disaster planning and mitigation including flood control and health department epidemic control activities. (as needed)
20. Supervise the Parks Superintendent (1), Nature Sanctuary Director (1), Parks Laborers (2), seasonal staff (2-5), and Parks Project Manager (0.5). (daily)
21. Performs other related duties as assigned by State Statute, City ordinance, the Municipal Code or by City Administrator. (as needed)

Primary Responsibilities:

- Plans and direct the development and implementation of Parks and Recreation Department goals, objectives, policies and priorities for each area.
- Uses a broad knowledge of recreation programs, park maintenance, operations, infrastructure issues and concerns.
- Develops, communicates effectively and monitors policies, procedures, standards for the Department and recommends improvements, when necessary, with the City's management team, employees, Mayor, Board of Aldermen, and members of the public.
- Exercises technical expertise and sound managerial judgment in the maintenance and development of city parks infrastructure and physical assets.
- Demonstrates high-level leadership capability to identify and solve problems, direct and motivate staff, and maintain momentum on projects and schedules.
- Collaborate with other staff to assist in the development and implementation of goals, objectives, policies, and priorities.
- Performs related work at the direction of City Administrator.

Required Knowledge, Skills and Abilities:

- Operational characteristics, services and activities of a comprehensive parks, recreation, trails and nature sanctuary program(s).
- Demonstrates the experience, maturity and ability to work effectively with the community, intergovernmental relations and interact with other jurisdictions and agencies with an emphasis on customer service.
- Management skills to analyze programs, policies and operational needs.
- Knowledge of construction and maintenance techniques for long-term utilization of parks grounds.
- Understand principles of supervision, training and performance evaluations.
- Pertinent Federal, State and local laws, codes and regulations.
- Follow all safety rules and regulations of the department to which assigned.
- Knowledge of modern office procedures, including skill in the use of office equipment and technology.
- Strong communication skills. Ability to produce and verbally present grammatically correct and factual written reports, records, and correspondence.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness with the public, elected official, and other employees.
- Ability to operate in a fast-paced environment and to produce results with a high-volume workload of diverse tasks.
- Ability to perform with evolving priorities and to effectively communicate changing needs and timelines.

Work Environment and Equipment Utilized: Standard office equipment and Microsoft Office software, automated park utilization reservation form is utilized routinely in the job, and the work is mostly performed in a typical office environment with numerous park site location visits. Director must be able to work in various outdoor climate conditions as needed to perform on-site direction and/or inspections.

Employee Signature/Date

Matthew Chapman Signature/Date
Finance/HR Director

Alexa Barton Signature/Date
City Administrator