FINANCE COMMITTEE
Monday, September 26, 2022 4:30 PM
Administration Conference Room, City Hall

1. **Call to Order**

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

3. **Action Items**
   A. Approve the minutes for the September 12, 2022, regular meeting
   B. Approve a purchase order with Dale Brothers for the salt and sand material for emergency snow operations (Public Works)
   C. Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Low Pressure Sanitary Sewer Evaluation (Public Works)
   D. Approve a construction agreement with She Digs It for the Watkins Park Streambank Stabilization project (Public Works)
   E. Renew the farming land use agreement with Brian Kringle for property near the Wastewater Treatment Plant (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 9/23/22; 2:22 p.m. By: MM

Parkville
Missouri

CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date: September 14, 2022

Department: Public Works

Low Bidder and Contract Amount:
Embassy Landscape
6105 NW River Park Drive
Parkville, MO 64152

$4,890.00

General Scope of Work Description/Project:

Busch Drive Improvements (Change Order No. 2):

On October 19, 2021, the Board of Aldermen approved a construction agreement with Embassy Landscape for the landscape and hardscape features associated with the Busch Drive Improvements in the amount of $43,996. Now that the work is complete, staff would like to install accent lighting along the base of the wall to illuminate the feature, with exterior lighting that shines down.

There are few contractors that install this type of accent lighting. Staff reached out to the contractor who installed the A-Truss lighting, his bid over $12,000. Staff contacted another electrical contractor (Four Star), they declined bidding on this job due to their workload. Embassy Landscape provided the low bid in the amount of $4,890.

The Parks Sales Tax Fund has capacity for this expense. With the credit in the previous change order, the overall project cost is less than the original contract amount.

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

On October 6, 2020, the Board of Aldermen approved a construction agreement with Embassy Landscape.

Project Start Date: 9/15/22 **Estimated Completion Date:** 10/31/22

Budget Account Code: 41-560.52-50-00

Authorization:

- ☐ City Administrator: Alexa Barton Date: 9/15/22
- ☐ Department Head: Alysen Abel Date: 9/14/22 B.P. 9/14/22
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 2

PROJECT (*Name and address*):
ELP Roundabout

CHANGE ORDER NUMBER: 2
DATE: August 24, 2022

TO CONTRACTOR (*Name and Address*):
Embassy Landscape
6105 NW River Park Dr., Riverside, MO 64150

PROJECT NO.: ____________
CONTRACT DATE: 10/19/2021

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$ 43,996.00
The net change by previously authorized Change Orders	$ -5,323.00
The Contract Sum prior to this Change Order was	$ 38,673.00
The Contract Sum will be increased by this Change Order in the amount of	$ 4,890.00
The new Contract Sum including this Change Order will be	$ 43,563.00

The Contract Time will be increased by forty-seven days. + forty-five day (per AMA)

The date of Substantial Completion as of the date of this Change Order therefore is changed to ~~September 16, 2022~~. October 31, 2022 (per AMA)

This change order includes the installation of 12 LF-ILED-AB FX Luminaire light fixtures under the stone wall caps of the ELP Round-about. Drill through mortar between cap & wall block for wire placement. This change order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.
NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Embassy Landscape
CONTRACTOR (*Firm name*)

6105 NW River Park Dr., Riverside, MO 64150
ADDRESS

Julie Jordyn
BY (*Signature*)

Julie Jordyn
(*Typed name*)

8/25/2022
DATE

City of Parkville
OWNER (*Firm Name*)

8880 Clark Avenue, Parkville, MO 64152
ADDRESS

Alexa Barton
BY (*Signature*)

Alexa Barton, City Administrator43
(*Typed name*)

DATE

Alysen Mahl 9/14/22

DB04/0832356.0002/10775024.1 WP08

EMBASSY™
LANDSCAPE GROUP, INC.

City of Parkville
English Landing Park
Roundabout Landscaping
10/21/21

(Change Order Request)

Embassy Landscape Group hereby proposes the following budget to provide the design, materials, equipment, diversified workforce, and supervision for completion of the following items:

Scope of Work: Install (12) LF-1LED-AB FX Luminare light fixtures under the stone wall caps; Drill through mortar between cap & wall block for wire placement.

TOTAL PROJECT: **$4,890.00**

Exclusions: N/A

Assumptions: *No underground obstructions that would prohibit installation of material.*

Non-Union: Yes
Tax Exempt: YES
Addenda Seen: None
Prevailing Wage: Yes
Furnish and Install: Yes

This proposal is subject to revision if not accepted within sixty (60) days, as the availability of many materials is not constant. This proposal is based on the current price of labor and materials and can be adjusted after a sixty (60) day period for any unanticipated increases in same

The following are **not included** in this project, nor are they covered by the pricing:

- **Property survey.** A survey may be required if there is no clear definition of the property boundary or, when required by the municipality where the work is being performed. If a survey is required, there will be an additional charge.
- **Full site topography.** Depending on the complexity of the project, a full property survey with existing contour lines may be required for permitting. If this is required for the project, there will be an additional charge.
- **Permit or other municipal fees.** Owner is responsible for securing all necessary permits. On your behalf, upon request, we will file the permit application(s) if you prefer with the fees due from Owner prior to filing.

GUARANTEES AND WARRANTIES

All material is guaranteed to be as specified, and the work is to be performed in accordance with the specifications and completed in a substantial workmanlike manner.

All plantings as indicated will be **GUARANTEED** as follows: Trees, shrubs, and perennials for one year, unless otherwise specified. Where plants die, replacements will be made with plants of the original size and quality as previously specified (or installed, if not specified) at no cost to the Owner. One replacement for each plant that dies will be made. NO GUARANTEES shall be given for annual bedding plants, seed and sod, or plants specified but not growing in their normal growing climate zone or region. Transplanted plants from the site have NO GUARANTEE, though every precaution will be made to assure their survival. The guarantee above will not apply where plants die because of chemicals, animal damage, vandalism, fire, inadequate drainage, storms, hail, drought, insects, exceptional or untimely freeze, or other acts of God; strikes, riots, or other similar commotion; or by any other contingency or cause beyond the landscape contractor's control.

The Owner hereby agrees that for the guarantee to be effective, he/she will water thoroughly at least twice a week during dry periods, cultivate beds lightly, and weed beds at least twice a month, at a minimum. All landscape construction shall be guaranteed for a period of one (1) year from installation. Guarantee shall cover labor and materials but shall not cover normal reactions of materials, such as fine cracks in concrete products or "checking" or warping of wood products. **NO** verbal agreements expressed or implied will be honored. All agreements must be in writing. **Delinquent payment voids the guarantee.**

The guarantees and warranties for this project are further limited as follows:

Dry stack rock work will, over time, require routine maintenance by the Owner, due to frost and thaw heaves. Change in grades by others can cause failure due to water-flow changes. This contractor will insure proper drainage and a stable wall upon completion. Any change in grade forfeits contractor's responsibility.

Mortar work (brick and rock) will have a solid footer and weep holes to decrease hydrostatic pressure. This type of wall should be the retainage wall of choice, due to durability and longevity. Change in grades by others can cause failure, due to water flow changes. This contractor will insure proper drainage and a stable wall upon completion. Any change in grade forfeits contractor's responsibility. The width, length, and height of wall determine square footage.

Concrete Pavers: Work is only guaranteed from settling if we install the recommended base, according to the manufacturer's specifications. We make **NO GUARANTEE** on the color of the concrete pavers. Colors may appear brighter in the brochures, and colors may fade over time. We will lift any settled pavers after the first full season, if necessary. Once the pattern is determined and the work has begun, there will be no changes without a written change order.

Interlocking Retaining Wall: Work is only guaranteed if we install according to the engineer's or manufacturer's specifications. If an engineered wall is necessary, it is the responsibility of the Owner to have it engineered.

Irrigation: Owner is responsible for the water source. If pressure is determined to be inadequate and a booster pump is required, an additional cost will be incurred. The electrical source will be the Owner's responsibility. It is the Owner's responsibility to understand the irrigation design (this contractor will explain at the Owner's request) because only that which is specified will be installed. This contractor will **GUARANTEE** work under normal conditions. Owner must drain system before winter freeze for contractor to guarantee against broken pipes. This contractor will adjust heads, set control box, and review system with Owner one time. If the contractor must make another separate trip to explain again, the Owner will incur additional charges. If another contractor installs under pavement sleeves for the lines, said contractor or the Owner will be responsible for locating the sleeves before the contractor proceeds. If this contractor is required to locate sleeves or provide new sleeves, an additional labor and equipment charge will be incurred.

Water Features: Waterfalls, wind drift, mist spray, and normal evaporation cause some water loss. Unless we install a water float valve to maintain proper water level, we **CANNOT GUARANTEE** the water feature will work to your satisfaction. Water features may require routine cleaning for the feature to work properly. We will warrant against leaks caused by us. Any water feature should be considered as a potential danger to children and small animals. It is our responsibility to make you aware of these potential dangers.

WORK AS SPECIFIED: THERE ARE NO OTHER WARRANTIES MADE BY THE CONTRACTOR, WHETHER EXPRESSED OR IMPLIED, OTHER THAN SPECIFICALLY IN THE CONTRACT HEREIN. FURTHERMORE, THE OWNER EXPRESSLY WAIVES ANY IMPLIED WARRANTIES ON ANY OF THE MATERIALS DELIVERED BY THE CONTRACTOR AND FURTHER SPECIFICALLY AGREES THAT THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY ACTION OR CLAIM FOR DAMAGES ALLEGEDLY ARISING OUT OF ANY HIDDEN DEFECTS.

PAYMENT

Payment is due as follows:

- Owner will pay 30% of the Contract Price as a deposit upon acceptance of the Proposal.
- Monthly progress billings will be made during construction
- Balance due on completion.
- *A 3 ½% convenience fee will be charged when payments are paid by credit card.*

All invoices shall be paid by Owner within 15 days of the invoice date. If the total balance is not received by the Contractor by the end of the 15-day period, interest will be paid on that balance by Owner at a rate of 1.5% per month. Failure by Owner to pay the remaining balance within 105 days will constitute breach of this agreement. Upon breach of this agreement, Owner agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received.

Mechanic's Lien Rights: In accordance with Missouri Revised Statute §429.012 and K.S.A. §60-1101, and C.R.S.A. § 38-22-101 the Contractor has the right to file and foreclose on a Mechanic's Lien. The Owner agrees to provide the Contractor with the physical address, the legal description, and the Tax Identification Number of the property subject to this Agreement before any work shall commence.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

CHANGE ORDERS

Circumstances may arise beyond the control of the Contractor that may prevent construction of the Contract exactly as planned. The Contractor will make reasonable efforts to minimize this impact on the design and construction. Owner acknowledges this possibility and accepts the action the Contractor will take to minimize the potential change in design. **Otherwise, all jobs are done as specified and any request for additional work or changes will require a signed Change Order.**

TERMS & CONDITIONS

The Owner as identified in this Contract is _City Of Parkville Missouri__. This individual is the only person authorized to agree to this Contract and is the only person who can execute and authorize a signed Change Order. If the Owner wishes to designate a personal representative who can communicate with Embassy Landscape Group regarding the work performed under this Contract and regarding any requested changes to the scope of work performed hereunder, Owner must write in the designation below and initial beside the names.

Owner hereby designates the following individuals as being authorized to speak for Owner and to negotiate change orders with Embassy Landscape Group and to bind the Owner with regards to those changes and the additional costs resulting from same.

______________________ Owner's Representative	________ Owner Initial
______________________ Name	________ Owner Initial
______________________ Name	________ Owner Initial

I understand and agree to be responsible for any additional costs that result from change orders agreed to be these representatives.

The Contractor reserves the right to change a specified plant(s) due to the unavailability of a certain color or species at the nurseries. The closest match will be made at the Contractor's discretion. The Contractor also reserves the right to do necessary field adjustments without notice, due to drainage issues, excessive rock or other obstructions, and/or obstacles that might cause potential problems.

Workmanship: All operations shall be completed in a substantial and workmanlike manner. Drawings and details are to serve as a guide and shall be followed as closely as is practical, but minor on-site adjustments may be made.

Concealed Contingencies: This proposal is subject to an extra charge for concealed contingencies, such as rock, debris, poor drainage situations, etc., not readily apparent in estimating the materials and work specified. If subsurface or otherwise concealed physical conditions at the Premises differ materially from those ordinarily found to exist in the vicinity of the Premises, including subsurface utilities, boulders, tree stumps or construction debris, then the Contract Price will be adjusted to account for any changes required to this Agreement or in the materials or method of work required to carry out the Work.

The site shall be received by us at a finish grade, properly drained, and in a clean, workable condition unless otherwise stated in the contract. This contract is based on all grades being within one-tenth of one foot to finish grade prior to the landscape contractor starting work unless otherwise stipulated herein. This contract does not include additional fill dirt from off-site as may be necessary to establish the proper grade unless otherwise stipulated herein.

Owner agrees to provide access to the Project in order to complete the Work of this Agreement between the hours of 7 a.m. and 6 p.m. Monday through Friday. Contractors agrees to request permission to work at the Project at times outside these already provided. Contractor agrees to locate and or cause to be located, public utilities at the Project.

It will be the responsibility of the Owner to have all nonpublic underground utilities, including drain lines, septic systems, and anything else that may be damaged, clearly marked. If you have a septic system, the location will be marked on your home's plat and you must give a current copy of plat to the Contractor. If this is not done prior to our starting date, any damage to the utilities mentioned above will be the sole responsibility of the Owner.

It will be the responsibility of the Owner to be familiar with and make Embassy aware of all restrictive covenants, easements, and other limitations on the use or improvement of the subject property. If Embassy receives no such notice of these limitations from Owner, Owner is solely responsible for any damages resulting from the work performed under this contract will be the sole responsibility of the Owner.

Theft of plants or materials after they are placed on the site will be the Owner's responsibility.

The Contractor shall not be liable for any delay due to circumstances beyond its control including but not limited to strikes, casualty, general unavailability of materials, and weather delays.

Measurements: Any measurements mentioned in the job description are subject to a 10 percent (10%) variance.

Right to Authorize Job: You warrant that you have full legal right to authorize us to perform the job at the location described above. You agree to indemnify and hold the Contractor harmless against any claim that the job performed as specified in this Contract was not authorized.

Right to Photograph Job: Owner understands and agrees that Embassy Landscape Group may photograph the project and use the images for marketing purposes, either on printed media or on Embassy's website or other computer-based marketing.

DISPUTES

All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The failure of the Contractor to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of the Contractor to enforce the same or any other right, term or condition.

This Contract shall be interpreted and enforced in accordance with the laws of the State of Missouri.

ACCEPTANCE OF PROPOSAL AND CONTRACT

The specifications and conditions are satisfactory and are hereby accepted. The Contractor is authorized to do the work.

Note: The Owner is responsible for reading, understanding, and signing this Design, Build, Installation Contract. Please read this document carefully and discuss with us any questions you might have. Your signature indicates you have read, understood and agreed with all terms in this document.

Owner / Representative　　　　　　Date

Embassy Landscape Group　　　　　　8/25/22
Date

Rev. 07/30/20

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 12, 2022

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$5,087.78

General Scope of Work Description/Project:

Work Authorization – WWTF Aeration Basin (WA-119)

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment processes. There was an issue with one of the mixers in the aeration basin. Staff contacted FTC to inspect and repair. The attached invoice includes the details of that inspection and repair.

The 2022 Sewer Fund includes funding available for Building Maintenance.

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

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

Project Start Date: 8/29/22 **Estimated Completion Date:** 8/29/22

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: Alexa Barton Date: 9-15-22
- ☐ Department Head: Alysen Abel 9/15/22
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0015

Work Authorization #119

Date:	September 12, 2022
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	WWTF – Aeration Basin
Scope of Work/Purpose:	Check, Inspect & Estimate Repair of Sulzer Mixer

Schedule and Price	**Estimate #12756 Attached**	
	Total	$5,087.78

Project Start Date:	8/29/2022
Estimated Completion Date:	8/29/2022
Latest Acceptable Date:	8/29/2022
Estimated Cost:	$5,087.78
Expenditure Limit:	$5,087.78
Budget Account Code:	30-501. 06-01-00

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

Name/Title: Angie Schlitzer / Operations Mgr Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 9/12/22

Authorization

Department Head: Alysen Abel Date: 9/15/22
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Alexa Barton Date: 9/15/22
Alexa Barton, City Administrator
Mayor (if over $10,000): Date:
Dean Katerndahl, Mayor

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
9/9/2022	12756

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

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

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002482

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: Aeration Basin		
			Originally quoted 12/28/21 Requoted 5/13/22 Requoted 9/9/22		
			Check, inspect and estimate repair of Sulzer Mixer Model RW6522 A60/12CR,S/N 30315, 8HP, 3PH, 460V, 17.5Amps, 571RPM, 580mm Prop, CR Configuration, NBR Seal Matl		
			Upon inspection we found that the cable was cut. It appears to be from the prop. This allowed product into the junction box and stator. The shaft is grooved at the lip seal fit and needs repaired. The stator was washed, baked and surge tested and is good.		
1	EA	Contract Services	Repair shaft	542.85	542.85
1	EA	61702021	Repair Kit RW650 CR	897.38	897.38
1	EA	12100044-10-002	Cable 10G1.5 KB-6/10.5M OZOFLEX	208.37	208.37
1	EA	43070497	Cable Seal	35.73	35.73
3	EA	Job Supplies	Stainless Steel Caribiner	7.15	21.45
5	HR	Labor-MO-KA	Labor-MO-Inspection	100.00	500.00
3	HR	Labor-MO-KA	Labor-MO-Clean Parts	100.00	300.00
7	HR	Labor-MO-KA	Labor-MO-Assembly	100.00	700.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Subtotal for repair		3,255.78
			Estimated labor for reinstallation:		

We appreciate the opportunity to be of service to you!

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

Subtotal	
Sales Tax (8.85%)	
TOTAL	

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

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

Quote

Date	Estimate #
9/9/2022	12756

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

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

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002482

Qty	U/M	Item	Description	Rate	TOTAL
16	HR	Labor-MO-KA	Labor-MO-(2 techs X 1 day)	100.00	1,600.00
1		Truck	Service Truck Charge	150.00	150.00
32	MI	Mileage - Service Truck	Mileage	1.00	32.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			NOTE: This is only an esimate. Actual time and materials will be charged.		

We appreciate the opportunity to be of service to you!

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

Subtotal	$5,087.78
Sales Tax (8.85%)	$0.00
TOTAL	$5,087.78

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 25, 2022

Department: Public Works

Low Bidder and Contract Amount:

Full Nelson Plumbing Heating & Cooling
1015 East 14th Ave
North Kansas City, MO 64116

$4,680.00

General Scope of Work Description/Project:

Full Nelson Plumbing Heating & Cooling

The English Landing Park restroom has been experiencing plumbing issues in the men's restroom. The City staff worked directly with Full Nelson Plumbing to evaluate the plumbing issues by camera to observe issues in the piping. Based on the evaluation, modifications to the piping and assemblies will be made.

This work authorization is an estimate for the repairs needed to restore service to the men's restroom.

There is capacity in the Parks Maintenance budget to cover this expense. Although the Restroom line item (10-525.06-03-00) is overbudget, there is capacity in the overall maintenance budget.

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

Full Nelson serves as the city's on-call plumber and has performed repairs to the English Landing Restroom for several years. They are the most familiar with the restroom structure. Furthermore the repair required evaluation of the piping prior to the repairs being made. It was not possible to get three quote for this work based on the initial evaluation necessary prior the work.

Project Start Date: 8/2/22

Estimated Completion Date: 9/2/22

Budget Account Code: 10-525.06-03-00

Authorization:

☐ City Administrator: Alexa Barton Date: 8/25/22

☐ Department Head: Brittany ... 8/25/22

☐ Mayor (if applicable):

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

Parkville
Missouri

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

Work Authorization # 1

Date:	August 1, 2022
Issued to:	Full Nelson Plumbing Heating & Cooling 1015 Ease 14th Ave. NKC, MO 64116 816-420-9697
Project/Work Description Title:	**ELP Restroom Repair**
Scope of Work/Purpose:	ELP Restroom Piping Repair
Schedule and Price	**Attached Estimate**
Project Start Date:	8/2/2022
Estimated Completion Date:	9/2/2022
Latest Acceptable Date:	9/2/2022
Estimated Cost:	$4,680.00
Expenditure Limit:	$4,680.00
Budget Account Code:	10-525.06-03-00

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: Michael Mansell Vice President Signature: [signature]
Company: Full Nelson Heating & Cooling Date: 8-12-22

Authorization

Department Head: Brittanie Propps Date: 8/25/22
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Alexa Barton Date: 8/25/22
Alexa Barton, City Administrator

Mayor (if over $10,000) Date:

1

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

Full Nelson Plumbing Heating & Cooling
1015 East 14th Avenue
North Kansas City, MO 64116
Phone: 816-420-9697
Fax: 816-420-9450

Estimate 34825265
Job 34739269
Estimate Date 7/29/2022
Customer PO

Billing Address
"City of Parkville"
8880 Clark Avenue
Kansas City, MO 64152 USA

Job Address
"English Landing Park"
8701 McAfee Street
Parkville, MO 64152 USA

Estimate Details

Piping Repair in Bathroom: Prior to beginning work utility locates will be done and permits will be secured.

Full Nelson will need the bathroom closed for most likely 2 days. If it cannot be closed gfor that duration the womens restroom can remain operational and be used as a unisex bathroom until mens is complete.

This estimate is to make 2 excavations and repair piping, while the line is open and exposed we will jet, auger, and descale piping. When the bathroom was remodeled whoever installed the epoxy flooring must have squeegeed excess material into the drainage system. On camera inspection we were able to see the excess epoxy had hardened in the pipe causing restrictions to flow.

Full Nelson will begin by breaking up the floor in the mens bathroom at the previously located wye fitting. This was the furthest place we could get with a camera and observe connections. We will excavate under the floor and expose existing PVC drain. from this point we will camera to logically decide where to make the 2nd excavation so it is most effective. We will then repeat the process and inspect line throughout project to monitor progress. Once completed we will have discussion with customer regarding the status of the line.

All material will be hauled off and only clean gravel will be used to backfill.

If more work is needed at this point pricing would be discussed at that time. If no other work is needed we will backfill with gravel and replace concrete that was removed. Concrete will be left 1/4" low so that epoxy can be matched.

Thanks for choosing Full Nelson Services.

Task #	Description	Quantity	Your Price	Your Total
Parts and Labor Plumbing Instal	All necessary parts and labor needed to complete the job. See job summary for details.	1.00	$4,680.00	$4,680.00
W-001	1 Year warranty on all parts and labor furnished by Full Nelson PHC.	1.00	$0.00	$0.00

Sub-Total	$4,680.00
Tax	$0.00
Total	$4,680.00

Thank you for choosing Full Nelson Plumbing Heating & Cooling. We appreciate your business!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The above summary is furnished by Full Nelson Plumbing, Inc. as a good faith estimate of work to be performed at the service location listed and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize Full Nelson Plumbing, Inc. to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed. I also agree to pay 1/2 down payment and final payment due upon completion of work. Any other payment options shall be discussed with technician before work begins. Estimates are valid for 30 days of the date listed above.

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 14, 2022

Department: Public Works

Low Bidder and Contract Amount:

H&H Septic Service
13325 N Silver Ridge Dr
Platte City, MO 64079

$4,156.25

General Scope of Work Description/Project:

5832 Hickory Place Sewer Repair (WA-137):

On August 19, 2022, the City was alerted to a sewer issue at 5832 Hickory Place. Staff contacted H&H Septic Service to evaluate the issue and make the necessary repairs. Upon further review, the issue was found on the City's side of the sewer main. H&H made the necessary repairs.

The Sewer Fund includes funding available for sewer line repairs, budget line item 30-501.07-34-00 in the Sewer Fund.

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: 8/19/22

Estimated Completion Date: 8/30/22

Budget Account Code: 30-501.07-34-00

Authorization:

- ☐ City Administrator: Amy Barton Date: 9/15/22
- ☐ Department Head: Alyssa Mahl 9/14/22
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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

Work Authorization #137 (OC)

Date: August 31, 2022

Issued to: H & H Septic Service Inc.
~~30 Village Circle Drive~~ 13325 N. Silver Ridge Dr.
Platte City, MO 64079

Project/Work Description **Repair 2" Sewer Force Main at Service Valve**
Title: 5832 Hickory Place - Invoice #53075

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

Schedule and Price

Project Start Date:	August 19, 2022
Estimated Completion Date:	August 30, 2022
Latest Acceptable Date:	August 30, 2022
Estimated Cost:	$4,156.25
Expenditure Limit:	$4,156.25
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: Monica Sickman Office Manager Signature: Monica Sickman
Company: H & H Septic Service Inc. Date: 9/7/2022

Authorization

Department Head: Alysen Abel Date: 9/14/22
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Alexa Barton Date: 9/15/22
Alexa Barton, City Administrator

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

For Internal Staff Use Only
(initial each item and file with executed work authorization)

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

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
8/31/2022	53075

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	BACKHOE LABOR 1 hour	250.00	250.00
6	BACKHOE LABOR addt'l 6 hours	200.00	1,200.00
1	VACUUM TRUCK 1 hour	500.00	500.00
3	VACUUM TRUCK addt'l 3 hours	175.00	525.00
6	LABOR 6 hours man labor	100.00	600.00
	PLUMBING PARTS	250.00	250.00
	LABOR overhead & profit @ 25percent	831.25	831.25
	Repair 2" sewer force main at service valve Job Site: 5832 Hickory Place Done: 8/19/2022		
		Total	$4,156.25

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 16, 2022

Department: Public Works

Low Bidder and Contract Amount:

Ace Pipe Cleaninng
6601 Universal Avenue
Kansas City, MO 64120

$9,216.00

General Scope of Work Description/Project:

WWTF – Aeration Basin Cleaning:

The Sewer CIP includes the reconstruction of the Aeration Basin at the wastewater treatment facility. The project was designed and recently bid. With the project, it requires cleaning of Aeration Basin #1. This work has not been done since 2009.

In an effort to keep the prices low, staff removed the cleaning of the aeration basin. Instead, staff requested bids from contractors who specialize in this work.

Ace Pipe Cleaning provided the low bidder.

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

Staff requested bids from three local contractors who specialize in this type of work. One contractor chose not to provide a bid since their vac truck is too small to handle a project of this size. The other two contractors provided the following bids:

- Ace Pipe Cleaning - $9,216.00
- Reddi Services - $13,427.96

Project Start Date: 08/17/22

Estimated Completion Date: 10/31/22

Budget Account Code: 30-501.04-51-00

Authorization:

☐ City Administrator: Alexa Barton Date: 8/17/22
☐ Department Head: Alysen Abel 8/17/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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

Work Authorization #1

Date:	July 28, 2022
Issued to:	Ace Pipe Cleaning 6601 Universal Avenue Kansas City, MO 64120

Project/Work Description

Title:	WWTF – Aeration Basin Cleaning Proposal Attached

Schedule and Price

Project Start Date:	July 28, 2022
Estimated Completion Date:	October 31, 2022
Latest Acceptable Date:	October 31, 2022
Estimated Cost:	$9,216.00
Expenditure Limit:	$9,216.00
Budget Account Code:	30-501.04-51-00

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

Name/Title: Theresa Calvert, Vice President Signature: Theresa A Calvert
Company: Ace Pipe Cleaning Date: 8/16/22

Authorization

Department Head: Alysen Abel Date: 8/16/22
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Alexa Barton Date: 8/17/22
Alexa Barton, City Administrator

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

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

X Valid business license

ACE PIPE CLEANING
A Carylon Company

6601 Universal Avenue
Kansas City, MO 64120
(816) 241-2891
(816) 241-5054
office@acepipe.com

CONTRACT PROPOSAL

Date: 7/28/22

Customer: CITY OF PARKVILLE MO
Attn: ALYSEN ABEL
Address: 8880 CLARK AVE
PARKVILLE MO
Email: aabel@parkvillemo.gov
Phone: 816-741-7676

Proposal #: 22-782

1. **PROJECT DESCRIPTION:**

Parkville, MO – Aeration Basin Cleaning

2. **SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

Operator, Jetter/Combination Unit, Support Truck and Laborer to Clean an Aeration Basin as directed by Customer located at 12018 State Hwy FF in Parkville, MO.

3. **PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPERATOR & JETTER/COMBO	20	HRS	$ 215.00	$ 4,300.00
ADDITIONAL LABOR	20	HRS	$ 110.00	$ 2,200.00
SUPPORT TRUCK	20	HRS	$ 110.00	$ 2,200.00
FUEL SURCHARGE	20	HRS	$ 25.80	$ 516.00
			TOTAL ESTIMATED PRICE	**$ 9,216.00**

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. **SCHEDULE:** To be determined upon acceptance of this Proposal.

5. **CLARIFICATIONS/ASSUMPTIONS: TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES __ NO _x_
If yes, please provide Wage Determination.

TAX EXEMPT? YES _x_ NO __
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: Jeremy Cheek Date 7/28/22 Title: Superintendent	Signed: ______ Date ______ Title: ______

Page 1 of 3

CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: September 22, 2022

City of Parkville
Department: Administration/Board of Aldermen

Low Bidder and Contract Amount:
Strategic Government Resources (SGR)
PO Box 1642
Keller, TX 76244
817-337-8581

$5,679.38

General Scope of Work Description/Project:

Change order to SGR for work session to create/complete follow-up Action Plan,
Phase 2 and follow-up of Strategic Plan Goals 2023
Onsite visit at $4,800
Per-diem/travel expenses at $879.38

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

Strategic Government Resources (SGR) moderated the Strategic Planning and Servant Leadership Retreat August 18/19, 2022 with the agreement to return to facilitate action planning to strategies.

Project Start Date: August 18, 2022 **Estimated Completion Date:** August 19, 2022, October 4, 2022

Budget Account 10-501.09-20-07 **Code:** Administration: Meeting Expenses/Supplies

Authorization:

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

Parkville Missouri

CITY ADMINISTRATOR PURCHASING APPROVAL

($2,500-$10,000)

City of Parkville

Preparation date: 9/22/2022

Department:

Low Bidder and Contract Amount:

Broski Fence Co, LLC
$2,888

General Scope of Work Description/Project:

To furnish and install a handrail on one side of the existing concrete stairs at Pocket Park. Approximately 16 ln feet of single railing will be installed approximately 36" above the step with rail posts to be plated and anchored to existing concrete. The handrail is to be primed and painted 2 coats.

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

American Lawn and Fence -201 Marion St, Leavenworth, KS 66048: Withdrew Bid

KC Fence & Guardrail- 206 S Commercial Ave, Smithville, MO, 64089 : $3,000

Broski Fence Co. LLC- 3900 Bennington Ave, Kansas City, MO 64129: $2,888

Project Start Date: 10/5/2022

Estimated Completion Date: 12/1/2022

Budget Account Code: 41-560.52-50-00

Authorization(s):

- ☐ City Administrator: AB — Date: 9/23/2022
- ☐ Department Head: Brittanie Propps — 9/23/2022
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SMALL CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 21st day of September, 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 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 it 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.
Attn: John Downey
3900 Bennington Ave.
Kansas City, MO 64129
john@broskifence.com
816-213-4913

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: Alex Barton

Alexa Barton, City Administrator

ATTEST:

____

Melissa McChesney, City Clerk

BROSKI FENCE CO., L.L.C.

By: ____________________________

Exhibit A

Scope of Work and Pricing

PROJECT: Pocket Park Handrail
E1ST AMD MAIN ST
PARKVILLE MO

RE: FURNISH/INSTALL HANDRAIL ON EXISTING CONCRETE STAIRS (one side only)

SPEC: 1.5" SQUARE 16 GAGE TUBE STEEL SINGLE RAIL, 1.5" POSTS PLATED AND ANCHORED TO EXISTING CONCRETE STAIRS. Rail to be primed and painted 2 coats black by BFC

To furnish and install the following single rail handrail

A: BFC to furnish and install 1 each 16 ln ft. (approx.) of a single rail approx. 36" above step with rail posts to be plated and anchored to existing concrete stairs. See attached detail A.

NOTES** No clearing or grading 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 CO., L.L.C.
3900 Bennington Ave.
Kansas City, Mo. 64129
Phone # 816-861-8000 Fax # 913-341-9007 Cell#816-213-4913
Email; john@broskifence.com

MATERIALS AND LABOR COMPLETE - $2,888.00

Term of Agreement: 45 Days

CITY ADMINISTRATOR PURCHASING APPROVAL

($2,500-$10,000)

City of Parkville

Preparation date: 9/20/2022

Department:

Low Bidder and Contract Amount:

Confluence
417 Delaware St.
KC, MO 64105
$4,200

General Scope of Work Description/Project:

Confluence will provide on-going assistance to the City and Architect during preliminary Site Design for Farmer's Market based on knowledge gained during public engagement process.

Estimated 20-25 hours for consultant services

Cost not to exceed $4,200.

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

This is for on-going services to inform the vision for replacing the existing damaged Farmer's Market. This is in addition to the Task 1 and Task 2 services already underway with the City of Parkville.

Project Start Date: 9/20/2022

Estimated Completion Date: 12/1/2022

Budget Account Code: 41-560.52-50-00

Authorization(s):

☐ City Administrator: ~~AB~~ Date: 9/23/2022
☐ Department Head: Brittanie Propes 9/23/2022
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 1

Parkville Missouri

Work Authorization 1

City of Parkville
Department of Public Works

Preparation date: 9/14/22

To:
Confluence
417 Delaware St.
KCMO 64105

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

Provide assistance to the City and Architect during Preliminary Site Design for Farmers Market based on knowledge gained during public engagement process.

Quote Attached

Estimated 20-25 hours for consultant services

Cost Not to Exceed $4,200

Estimated Total: $4,200

Project Start Date: 09/20/2022 **Estimated Completion Date:** 12/1/2022

Budget Account Code: 41-560.52-50-00

Signature:

Schedule:

Authorization: **Signature:**

☐City Administrator: AB **Date:** 9-23-2022
☐Department Head: Brittanie Propst
☐Mayor:

Farmers Market Structure Replacement

Parkville, Missouri

CONFLUENCE

Scope of Services

Confluence will provide the following services on an hourly as directed basis to the City of Parkville (hereinafter referred to as the City) to provide on-going services to inform the vision for replacing the existing damaged Farmers Market facility in Downtown Parkville, Missouri. These are in addition to the Task 1 and Task 2 services already underway with the City of Parkville.

All services will be provided on an hourly rate basis towards the following fee estimates using the hourly rates for Confluence staff, including reimbursable expenses, as outlined in the attached Exhibit 'A'. These service fees and reimbursable expenses will be invoiced monthly by Confluence to the City of Parkville, with expectation of payment to Confluence for services rendered within 30 days of receipt of each invoice. If the nature of the scope of services changes or the estimated fee amounts need to be adjusted, Confluence will notify the City of any adjustments prior to exceeding any of the estimates provided herein.

Task Three: Aesthetic Character + Site Design Recommendations

CONFLUENCE will assist the City and the City's architect (BBN Architects) in a design workshop to kick off the design effort collaboratively. Confluence will providing aesthetic site and design character recommendations while talking through options/refinements that meet the intent of community and stakeholder comments received to date.

It is our understanding that BBN Architectes will further develop up to three design options for replacing the structure, and we plan to reconvene with BBN Architects to review everything to better understand the proposed options and to provide additional design recommendations or other features/aesthetics comments for their use. Confluence will also review the cost opinions for each option prepared by BBN Architects and provide suggestions and recommendations for also incorporating professional fees for Confluence's portion of additional final design and implementation activities associated with each option.

We will assist in refining the messaging/content for the presentation to the Committee and the Community at a joint meeting anticipated to be held in October (included in prior scope of services).

Scope of Services Fees:

Task Three: Aesthetic Character + Site Design Recommendations	**$**	**4,150**
Subtotal	**$**	**4,150**
Expenses	**$**	**50**
Total	**$**	**4,200**

(FUTURE SERVICES BELOW)

Task Four: Design/Construction Documents

Scope to be determined.

Task Five: Construction Administration Assistance

Scope to be determined.

Task Six: Additional Design + Coordination Services

CONFLUENCE will provide additional services to assist THE CITY and the City as directed including additional meetings and coordination efforts on an hourly rate basis using the rates and expense information outlined in Exhibit 'A'.

Parkville
Missouri

CITY ADMINISTRATOR PURCHASING APPROVAL

($2,500-$10,000)

City of Parkville

Preparation date: 9/20/2022

Department:

Low Bidder and Contract Amount:
Terry Snelling Construction, Inc.
20004 E. Yocum Rd.
Independence, MO 64058
$9,948

General Scope of Work Description/Project:

English Landing Park A-Truss Sidewalk Path Improvements

This project is to expand the sidewalk at the A-Truss Bridge. The scope includes 4" of concrete for a 10' wide trail, map included. The low area will be graded and raised due to flooding. The trail will be widened and angled (instead of the existing 90 degree angle) for ease of access. The scope includes removing existing concrete and dirt.

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

Terry Snelling Construction, Inc.
20004 E. Yocum Rd.
Independence, MO 64058
$9,948
Brownell Flatwork, LLC
PO Box 26503
Overland Park, KS 66225
$11,020
SGI
Kansas City, MO
$33,000

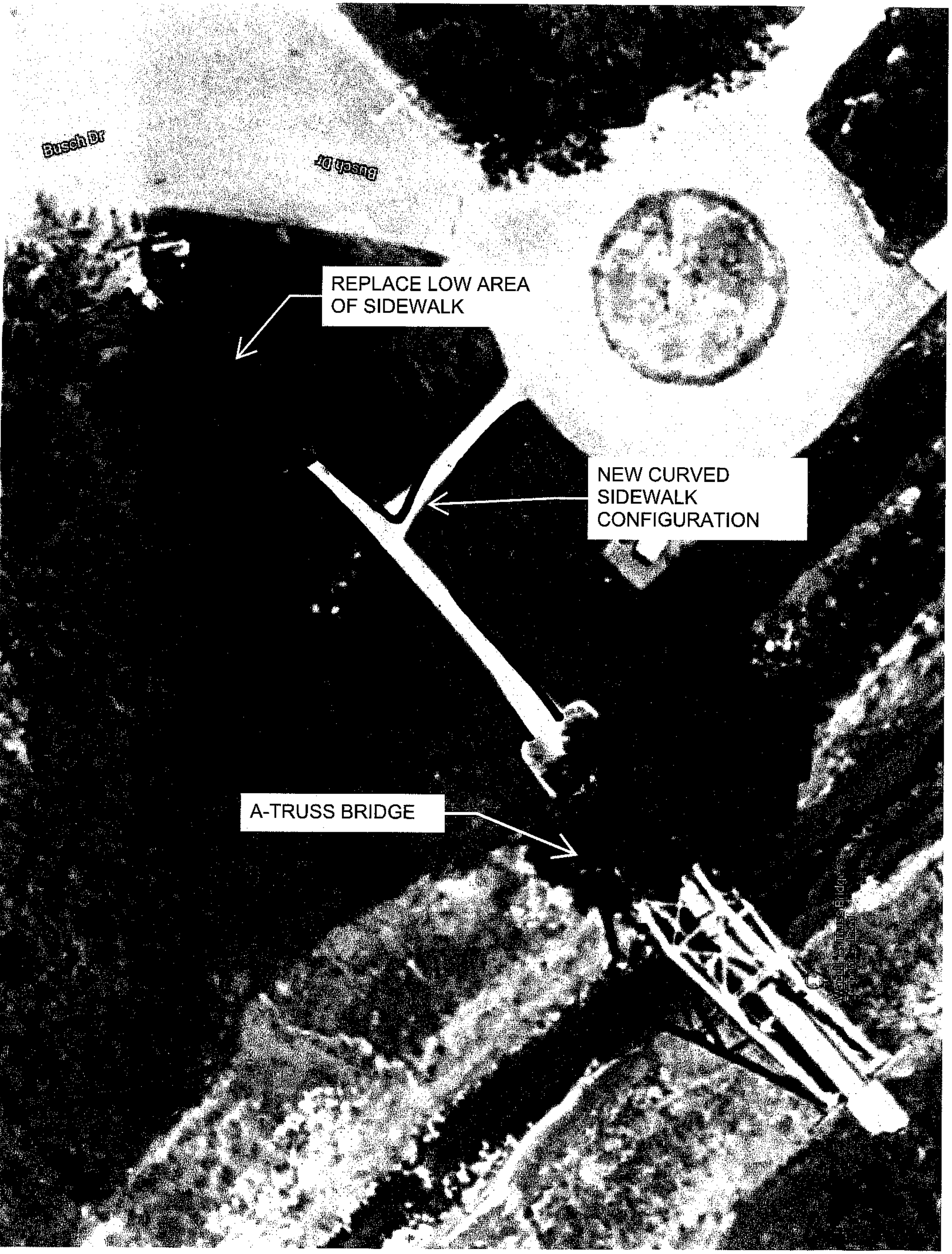
Project Start Date: 10/4/2022

Estimated Completion Date: 12/1/2022

Budget Account Code: 41-560.52-50-00

Authorization(s):

☐ City Administrator: AB Date: 9/23/2022
☐ Department Head: Brittany Rho 9/23/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)


Busch Dr
Busch Dr
REPLACE LOW AREA OF SIDEWALK
NEW CURVED SIDEWALK CONFIGURATION
A-TRUSS BRIDGE

SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT

ELP A-TRUSS SIDEWALK PATH IMPROVEMENTS

THIS SERVICE AGREEMENT, entered into on this 11th day of August, 2022, by and between the CITY OF PARKVILLE, MISSOURI ("City") and TERRY SNELLING CONSTRUCTION, INC., ("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 it 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: Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Terry Selling Construction, Inc.
20004 E. Yocum Rd.
Independence, Mo 64058

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
Alexa Barton, City Administrator

ATTEST:

____
Melissa McChesney, City Clerk

TERRY SNELLING CONSTRUCTION, INC.

By: ______________________
Terry Snelling

Exhibit A

Scope of Work and Pricing

ELP A-Truss Sidewalk Path Improvements

Remove existing concrete and dirt, hauling off the concrete and leaving dirt on site.

- 4" concrete non reinforced sidewalk 10' wide 1070 sq. f.t @ $8.80 = $9416.00
- Add the additional area of 140 sq. ft. plus raising grade for 1232.00
- $700.00 decrease for mobilization savings

Total – $9,948.00

Finance Committee Meeting
Monday, September 12, 2022 4:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Plumb called the meeting to order at 4:30 p.m. A quorum was present.

Members Present: Chair Greg Plumb, Vice Chair Douglas Wylie, Dean Katerndahl (via videoconference) and Philip Wassmer (via videoconference)

City Staff Present: City Administrator Alexa Barton (*via videoconference*) , Police Chief Kevin Chrisman, Police Captain Jon Jordan, Public Works Director Alysen Abel, Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (*via videoconference*), Interim Finance Director Bryan Kidney, Parks & Recreation Director Brittanie Propes Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney (*via videoconference*)

Chair Plumb deviated from the order of business to discuss Items 4A and 3G at the beginning of the meeting because the auditor was in attendance and Police Chief Kevin Chrisman could not stay for the entire meeting.

4. A. **2021 Financial Audit**

Michael Keenan, Hood and Associates CPAs, provided an overview of the 2021 audit; presentation attached as Exhibit A.

3. G. **Approve the purchase and installation of a new outdoor warning siren near the Creekside Development in western Parkville by Federal Signal Corporation**

Police Chief Kevin Chrisman said that several years prior he was made aware that sirens would be needed in western Parkville when the area became developed. Staff looked at options for placing the sirens and selected a location on Ensign Drive in the City's right-of-way that had close access to electricity. The City budgeted for one siren in 2022. With the cost of the siren and the cost to provide electricity, the total cost was over budget. Chrisman added that a second siren would be placed in a new portion of the Thousand Oaks subdivision in the future.

Discussion focused on the contractor that was selected through the Mid-America Regional Council's cooperative bid and the lead time to get the siren, which was at least 90 days.

Douglas Wylie moved to recommend that the Board of Aldermen approve the purchase and installation of the outdoor warning siren in the Creekside area for the total cost of $28,788.03. Bob Bennett seconded; motion passed 5-0.

Chair Plumb returned to the regular order of business.

2. Financial Updates

A. **<u>2nd Quarter Budget Variance Report</u>**

Assistant to the City Administrator Jeffery Rhodes provided an overview of the first quarter General Fund budget variance report.

3. Action Items

A. **<u>Approve the minutes for the August 22, 2022, regular meeting</u>**

Wylie moved to approve the minutes for the August 22, 2022, regular meeting. Bennett seconded; motion passed 5-0.

B. **<u>Declare items as surplus and authorize their disposal</u>**

City Clerk Melissa McChesney stated that the City had excess supplies and equipment it no longer needed. Pending approval by the Board of Aldermen, the items would be disposed of per the City's Purchasing Policy.

Wylie moved to recommend that the Board of Aldermen declare items as surplus and authorize their disposal per the City's Purchasing Policy. Bennett seconded; motion passed 5-0.

C. **<u>Approve a resolution to destroy certain paper records past their required retention schedule</u>**

City Clerk Melissa McChesney said that based on the direction of Missouri statutes and the City's Records Retention Policy, staff recommended the destruction of paper records that were past their required retention schedule.

Wylie moved to recommend that the Board of Aldermen approve a resolution to destroy certain records past their required retention schedule. Bennett seconded; motion passed 5-0.

D. **<u>Approve an agreement with Baker Tilly Municipal Advisors to provide municipal services</u>**

City Administrator Alexa Barton stated that Baker Tilly would continue providing municipal services with the proposed agreement at an hourly rate. It would also enable the City to enlist their assistance with options for the sewer plant.

Wylie moved to recommend that the Board of Aldermen approve an agreement with Baker Tilly Municipal Advisors for municipal advisory services in accordance with the 2022 hourly rate schedule outlined in the proposal dated August 1, 2022. Bennett seconded; motion passed 5-0.

E. **<u>Approve a resolution to sponsor the National League of Cities 2022 City Summit</u>**

City Administrator Alexa Barton said that the City was approached by the Mid-America Regional Council requesting $5,000 sponsorships from metro communities to help with the 2022 City Summit that would be held in Kansas City, Missouri.

Wylie moved to recommend that the Board of Aldermen approve a resolution to

sponsor the National League of Cities 2022 City Summit in the amount of $5,000 to be paid from the Administration/Board Professional Membership Fees and Dues. Bennett seconded; motion passed 5-0.

F. **<u>Approve a contract with the Platte County Economic Development Council for economic development services</u>**

City Administrator Alexa Barton said that the contract was typically not presented to the Finance Committee or the Board of Aldermen because it was within her approval authority, but she felt it was necessary because it was a contract.

Wylie moved to recommend that the Board of Aldermen approve a contract with the Platte County Economic Development Council for economic development services for 2022. Bennett seconded; motion passed 5-0.

H. **<u>Approve a preliminary engineering services agreement with Burlington Northern Santa Fe Railway Company for the Quiet Zone Project</u>**

Community Development Director Stephen Lachky outlined the steps to designate a quiet zone and said a diagnostic assessment would help with partnerships and funding.

Discussion focused on involving interested parties like Park University and the Main Street Parkville Association and assessing the two public crossings downtown prior to other locations.

Wylie moved to recommend that the Board of Aldermen execute a preliminary engineering services agreement with BNSF Railway Company for the Quiet Zone Project in the amount of $16,315. Bennett seconded; motion passed 5-0.

I. **<u>Approve a construction agreement with She Digs It for the Wastewater Treatment Plant Aeration Basin Diffuser and Stair Reconstruction project</u>**

Public Works Director Alysen Abel provided an overview of the aeration basin diffuser and stair reconstruction projects, noting that three bids were received and the low bid was within budget.

Wylie moved to recommend that the Board of Aldermen approve a construction agreement with She Digs It for the Aeration Basin Diffuser and Stair Reconstruction project in the amount of $59,288. Bennett seconded; motion passed 5-0.

J. **<u>Approve a construction agreement with Heartland Traffic Services for the 2022 Pavement Marking Program</u>**

Public Works Director Alysen Abel stated that areas that needed pavement marking were identified annually. Two bids were received and the low bidder was a contractor that the City had previously used under a different legal name. She noted that the project was under budget.

Wylie moved to recommend that the Board of Aldermen approve a construction agreement with Heartland Traffic Services for the 2022 Pavement Marking Program in the amount of $14,500. Bennett seconded; motion passed 5-0.

K. **<u>Approve a work authorization with BBN Architects for the architectural services for the Farmers Market building</u>**

City Administrator Alexa Barton said that the proposal was received based on the results of the public engagement survey and included three design options. One option in the proposal was for a pre-fabricated building that had already been discussed. She noted that Confluence would have an additional amount to provide insight from the survey results that will assist with drawings. If the Committee decided to remove the pre-fabricated building option, the total with Confluence would be similar to the price of the three options in the proposal. The consensus of the Finance Committee was to remove the option.

Wylie moved to recommend that the Board of Aldermen approve a work authorization with BBN Architects for architectural services, with support from Confluence, for the Farmers Market building in a total amount of $12,028. Bennett seconded; motion passed 5-0.

4. Non-Action Items

B. **2023 Budget Calendar**

Assistant to the City Administrator Jeffery Rhodes provided a summary of the 2023 budget calendar, noting that work sessions would be held in October and November and final adoption would be in December.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Public Works Director Alysen Abel said that quotes were received to relocate the Grigsby Statue in Pocket Park, which would be presented to the Board of Aldermen on September 20, She said the work would be completed before the frontage improvements.

7. Adjourn

Chair Plumb adjourned the meeting at 5:31 p.m.

Submitted by:

______________________ ______________________

Melissa McChesney Approval Date
City Clerk

ITEM 3.B.
For 9/26/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: September 22, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a purchase order with Dale Brothers for the salt and sand material for emergency snow operations (Public Works)

BACKGROUND:
Due to the topography of Parkville, the City uses a mixture of salt and sand for the winter snow and ice clearing operations - it is effective on the steep street terrain. Straight salt is also used in other areas of the city. The salt storage building holds approximately 550 tons of material and is usually full at the beginning of the winter season. A major storm event will use approximately 100 tons of material.

This month, staff requested quotes from three local salt and sand material companies to provide quotes (one chose not to bid). Dale Brothers provided the lowest quote for the two types of winter mixes: salt/sand mix and straight salt. Unit prices associated with this purchase order are good for the entire 2022-2023 snow season through May 1, 2023. The City has used Dale Brothers in the past for the winter mixes and has been satisfied with their product and service. They have historically been the low bidder with respect to the salt/sand mix. Over the past two years, there has been a significant increase in material costs throughout the industry due to demand.

Over the past two years, the City has contracted separately with Central Salt for the straight salt material through the Mid-America Regional Council Consolidated bidding process and they provided favorable bids. That purchase order will be approved separately.

BUDGET IMPACT:
The 2022 budget includes $60,000 for emergency snow removal (line item 40-520.07-20-00). The current balance is approximately $44,000. The proposed 2023 budget will include at least $60,000. Staff will continue to purchase material, within the allocated budgets, while balancing the needs of the emergency snow operations.

ALTERNATIVES:
1. Approve a purchase order with Dale Brothers for the salt and sand material for the 2022-2023 winter season.
2. Provide direction to staff related to the salt and sand material purchase.
3. Do not approve the item.
4. Position this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a purchase order with Dale Brothers for the salt and sand material for the 2022-2023 winter season. The purchase order will guarantee the unit prices through May 1, 2023. We will contract separately with Central Salt for the purchase of straight salt to supplement our winter mix material.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a purchase order with Dale Brothers for salt and sand material through May 1, 2023, subject to annual appropriations.

ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order

BID TABULATION

Salt & Sand
Bid Requests

Bidder Name	Description	Unit Price
Dale Brothers KCKS	Straight Salt 1 & 1 Salt & Sand Mix	$94.00 per ton Delivered 72.50 per ton
Holliday Sand & Stone Co. Kansas	Straight Salt 1&1 Salt & Sand Mix	$96.00 per ton $67.75 per ton

(*) Recommended Award of Purchase

PURCHASE ORDER
(non-construction)

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

Date: October 4, 2022

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

VENDOR: **Dale Brothers, Inc.**
P. O. Box 12541
Kansas City, KS 66112-0542
913-334-1075

SHIP TO: Streets Maintenance Building, 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Richard Wilson, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of _6__ pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of **$94.00 per ton for Straight Salt Delivered** and **72.50 per ton Delivered for 1 & 1 Salt and Sand Mix** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through May 1, 2023.

ITEMS:	SCHEDULE OF DELIVERY:
Straight Salt Price: Ninety-Four Dollars ($94.00) per Ton Delivered 1 & 1 Salt and Sand Mix Price: Seventy-Two Dollars and 50/100 ($72.50) per Ton Delivered See Attachment “A” – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment “C” - Quote	Materials shall be delivered on request within 72 hours of placing order. Streets Maintenance Building, 9300 NW 45 Hwy., Parkville, MO 64152 Attn: Richard Wilson, Director of Operations

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

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

CITY OF PARKVILLE, MISSOURI. (“Purchaser”)	**DALE BROTHERS, INC**.(**Vendor)**
By:________________________ **Dean Katerndahl**	**By:**________________________
Title: Mayor	**Title:**________________________
Date: ________________________	**Date:** ________________________

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Richard Wilson

From: Bill Hale <bhale@statetractor.com>
Sent: Thursday, September 8, 2022 11:50 AM
To: Richard Wilson
Cc: Bill Hale
Subject: salt 2022-23 pricing

Good morning
Salt prices this year
1 and 1 will be 72.50 per ton
Straight salt 94.00 ton delivered.
Went up a few dollars because of fuel.

Bill Hale, Supervisor

STATE TRACTOR
EST 1942
DALE BROTHERS

Cell: 913-575-5483 Office: 913-334-1075
PO Box 12541, Kansas City, KS 66112
www.dalekc.com

CITY OF PARKVILLE
Policy Report

Date: September 22, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Low Pressure Sanitary Sewer Evaluation (Public Works)

BACKGROUND:
The Riss Lake subdivision is primarily served through a forcemain sewer system. Each home has a grinder pump to assist with providing proper flow to the forcemain. There have been several sewer repairs over the past five years and as a result of these issues, the Board of Aldermen directed staff to perform an evaluation of the system.

North Hills Engineering (NHE) has provided engineering services to the City since 2005. Jay Norco with NHE has provided engineering services on an on-call basis for specific projects and studies throughout the years. On May 3, 2022, the Board of Aldermen approved a professional services agreement with North Hills Engineering through December 2025.

The proposed work authorization includes the work necessary to inspect, evaluate and catalog the necessary repairs to the Riss Lake low pressure sewer system. Based on this evaluation, a report will summarize the findings and provide recommendations for future maintenance of this system.

BUDGET IMPACT:
The 2022 Sewer Fund Capital Improvement Program includes $17,000 for the Riss Lake Low Pressure Sewer System Evaluation. This work authorization includes a few extra hours to evaluate 250 manholes at a total cost of $17,920. There is additional funding in the Sewer Fund to cover this additional expense.

ALTERNATIVES:
1. Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Low Pressure Sewer Evaluation.
2. Provide direction to staff related to the work authorization.
3. Do not approve the work authorization.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the approval of the work authorization by North Hills Engineering for the Riss Lake Low Pressure Sewer Evaluation. This area has not been reviewed since the original installation of the system. This evaluation will provide prioritized project areas for future repairs.

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. 150 with North Hills Engineering for the Riss Lake Low Pressure Sanitary Sewer Evaluation in the amount of $17,920.

ATTACHMENTS:
1. Work Authorization No. 150

CITY OF PARKVILLE
DEPARTMENT OF PUBLIC WORKS

Preparation Date: 8/8/2022

WORK PLANNING / AUTHORIZATION FORM

Number: WA-150

Project / Work Description:
Riss Lake LPS Manhole Evaluations 2022

Purpose: To inpect, evaluate, and catalog repairs needed to the manholes in the Riss Lake Low Pressure Sewer System.
The Dept of Public Works has not inspected these manholes and valve vaults since the system was built.
Periodic inspection is needed to indentify defects and repairs needed.
Some areas of the City sewer system are exposed to corrosive gases that cause concrete to decay.
Many of the valves are old and will need to be replaced.
This project will inspect all LPS valve manholes in the Riss Lake system.
There are approximately 250 manholes in the City gravity sewer system. The Work includes:
GIS Data: Place, adjust, or correct the location on the GIS model. Create names and labels for each asset.
Inspection: Inspect inspect each manhole, photograph, and record properties and defects.
Catalog and store photos by manhole name, for future reference.
Note and record types and sizes of valves, for future replacement.
Defects: Catalog defects by type and severity. Assemble lists and statistics to summarize the defects found.
Analysis: Summarize the findings in a report. Develop cost estimates for addressing the most urgent defects. Suggest work packages or methods to address the urgent defects.
Review: Review the findings with AWR and PW Director, discuss plans to address repairs in future CIP plan years.

Budget: $17,000 Total Project, will be funded out of Public Works Engineering line item, and the CIP Program.

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the current Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:

Mapping, Updating GIS Model:	
Describe the scope and known inventory of the Riss LPS system, in the study area.	2
Review as-built plans and records, assign points and names to each structure.	18
Revise properties and fields to describe existing assets, reflecting repair needs.	2
Update base mapping, using aerial photos, parcel lines, other relevant features.	2
Set up inspection protocols and data structures:	
Set up plan for managing data and photos.	2
Develop work plan for phasing field inspections, gathering data, storing findings.	4
Field Inspections.	
Use old plans on record to identify features from various plats, plans, as-builts.	8
Perform field Inspections of structures, with measurements, conditions, etc.	72
Attempt to locate and dig up buried & stuck manholes. Enlist City personnel to assist.	12
Enter field data and findings:	32
Create features in GIS model, record actual locations:	12
Identify urgent items for repairs, recommend actions and costs.	6
Summarize general findings by area:	6
Analysis:	
Catalog and summarize findings in database.	8
Analyze statistics and identify trends, summarize.	6
Prepare cost estimates to address urgent defects.	10
Summarize findings in a brief written report.	22
TOTAL PROJECTED HOURS:	224

Estimated Consultant Fee:
224 Hours x $ 80.00 / hour = $ 17,920.00

Budget: Sewer Budget / CIP	
Schedule: Estimated Completion Date: 12/31/2022	
Project Deadlines: n/a	

Submitted By:

	8/8/2022
Jay Norco, P.E. - President.	Date

Authorization:

Mayor	Date

ITEM 3.D.
For 9/26/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: September 22, 2022

Prepared By:	Reviewed By:
Alysen Abel, Public Works Director	Brittanie Propes

ISSUE:
Approve a construction agreement with She Digs It for the Watkins Park Streambank Stabilization project (Public Works)

BACKGROUND:
The 2022 Capital Improvements Program includes funding to address the erosion issues along the creek near Watkins Park. In early 2022, the City received notice of award from the Platte County Stormwater Management Grant Program to fund the streambank improvements.

Since that time, the City has contracted with North Hills Engineering to assist with preparing engineering plans and bid documents. In September, the bid documents were released and included in the bid was an alternate to reconstruct a portion of the existing trail.

On September 20, five contractors responded to the bid request and She Digs It was the low bidder at $51,742. The bid alternate for each of the bidders associated with the trail reconstruction was considerably higher than expected.

The Board of Aldermen recently approved a construction agreement with Gann Asphalt for the reconstruction of the South Platte Pass trail. Staff will coordinate project areas needing trail reconstruction with Gann Asphalt as a change order to their construction agreement.

She Digs It has successfully completed several projects for the City and were recently selected for the Aeration Basin Diffuser and Stair Reconstruction project at the wastewater treatment plant.

BUDGET IMPACT:
The 2022 Capital Improvements Budget includes $42,000 in the Parks Sales Tax as the local match associated with the Platte County Stormwater Grant Program. The City will be receiving $24,308 from the County for the stormwater grant. The total available budget associated with this project is $66,308. There is capacity in the budget to perform the necessary trail improvements.

ALTERNATIVES:
1. Approve a construction agreement with She Digs It for the Watkins Park Streambank Stabilization project.
2. Provide direction to staff related to the Watkins Park Streambank Stabilization project.
3. Do not approve the construction agreement.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with She Digs It for the Watkins Park Streambank Stabilization project. She Digs It has successfully completed several City projects.

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 She Digs It for the Watkins Park Streambank Stabilization project in the amount of $51,742.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2022 Watkins Park Stream Bank Repairs
Bid Opening Tuesday, September 20, 2022
10:05 a.m., Public Works Conference Room

BIDDER NAME	BASE TOTAL	ALTERNATE
Harbour Construction KCKS	$54,177.00	11,600.00
Leavenworth Excavating & Equip. Co., Inc. Leavenworth, KS	$65,245.45	$15,285.00
Louie & Sons Excavating Mound City, KS	$95,125.00	$20,464.00
Primetime Contracting Corp. Riverside, MO	$56,550.00	$16,020.00
She Digs It, LLC Blue Springs, MO	#51,742.00	$18,160.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND SHE DIGS IT, LLC
FOR
WATKINS PARK STREAM BANK REPAIRS

This agreement is made and entered into this **4th day of October, 2022**, by and between the City of Parkville, Missouri, (hereinafter the "City") and SHE DIGS IT, LLC (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **FIFTY-ONE THOUSAND, SEVEN HUNDRED FORTY-TWO DOLLARS AND NO/100 ($51,742.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract within **45 calendar days** following City's written Notice to Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of $ 250.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

	Bid Form
Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	Specifications dated, including all addenda thereto – N/A
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the 4th day of October, 2022.

CITY OF PARKVILLE, MISSOURI

By: ___________________________

Dean Katerndahl, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

She Digs It, LLC

By: _________________________________

(SEAL) Title

____

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

BID FORM

(UNIT PRICE)

WATKINS PARK STREAM BANK REPAIRS
FOR

CITY OF PARKVILLE, MISSOURI

Submitted By: SHEAIGS IT LLC

To: City of Parkville, Missouri:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

[Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of $ 250.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.]

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No.		Dated:	
No.		Dated:	
No.		Dated:	
No.		Dated:	
No.		Dated:	

Failure to furnish all information requested below may be cause for rejection of the Bid.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Unit Prices" attached to this Bid Form. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

Note: If this project contains multiple sections of Work, as noted below, bidders must enter a bid for at least one individual section. Bidders are not required to bid on all sections. If Bidder enters a price for all sections together, he must also enter a price for each section individually. However, the price entered for all sections together need not equal the sum of the individual bid prices for each section.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

FIFTY-ONE-THOUSAND-SEVEN-HUNDRED-FORTY-TWO AND NO CENTS Dollars & no/cents $51,742.00
(Words) (Figures)

BID ALTERNATE #1: TRAIL WORK

EIGHTEEN-THOUSAND-ONE-HUNDRED-SIXTY AND NO CENTS Dollars & no/cents $18,160.00
(Words) (Figures)

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder.

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (60) **calendar days** after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and

Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages;; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at ______________ this 20TH day of SEPTEMBER ,20 22

LICENSE or CERTIFICATE NUMBER, if applicable ______________

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: [signature] OPERATING MANAGER Doing Business As
Signature and Title
SHERIDGS II LLC
Name of Firm

Business Address of Bidder: 600 SE CENTER DR.
BLUE SPRINGS MO 64014
Email & Telephone No. 816-295-1100
KRIS@SHERIDGSII.COM

IF A PARTNERSHIP: ______________
Name of Partnership
______________ Member of Firm

Business Address of Bidder: ______________
____
Email & Telephone No. ______________

IF A CORPORATION: ______________
Name of Corporation
By ______________
Signature & Title

ATTEST: ______________ (CORPORATE SEAL)

Business Address of Bidder: ______________

Email & Telephone No. ______________________________

If Bidder is a Corporation, supply the following information:

State in which Incorporated: ______________________________

Name and Address of its: President ______________________________

Secretary ______________________________

CITY OF PARKVILLE - WATKINS PARK STREAM BANK REPAIRS
SCHEDULE OF UNIT PRICES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Mobilization (Limited to 8% of total price.)	1	LS	5100.00	5100.00
2	Clear bushes and shrubs near sewer manhole.	1	LS	2800.00	2800.00
3	Furnish Rip-rap material for channel lining, west section.	192	TON	38.00	7296.00
4	Furnish Rip-rap material for channel lining, east section at MH.	42	TON	38.00	1596.00
5	Furnish ECB material for restoration along top of embankment.	187	SY	2.00	374.00
6	Furnish Seed & fertilizer	1	LS	1800.00	1800.00
7	Grade & slope creek bank to prep for rip-rap blanket, for 2:1 slope	249	CY	36.00	8964.00
8	Place rip-rap mat, work into channel bottom at toe.	234	TON	85.00	19890.00
9	Restoration: Place ECB along top of bank , stake, anchor, etc.	187	SY	6.00	1122.00
10	Restoration: Place seed & fertilizer	1	LS	2800.00	2800.00

TOTAL BID PRICE (Enter also on Bid Form): $51,742.00

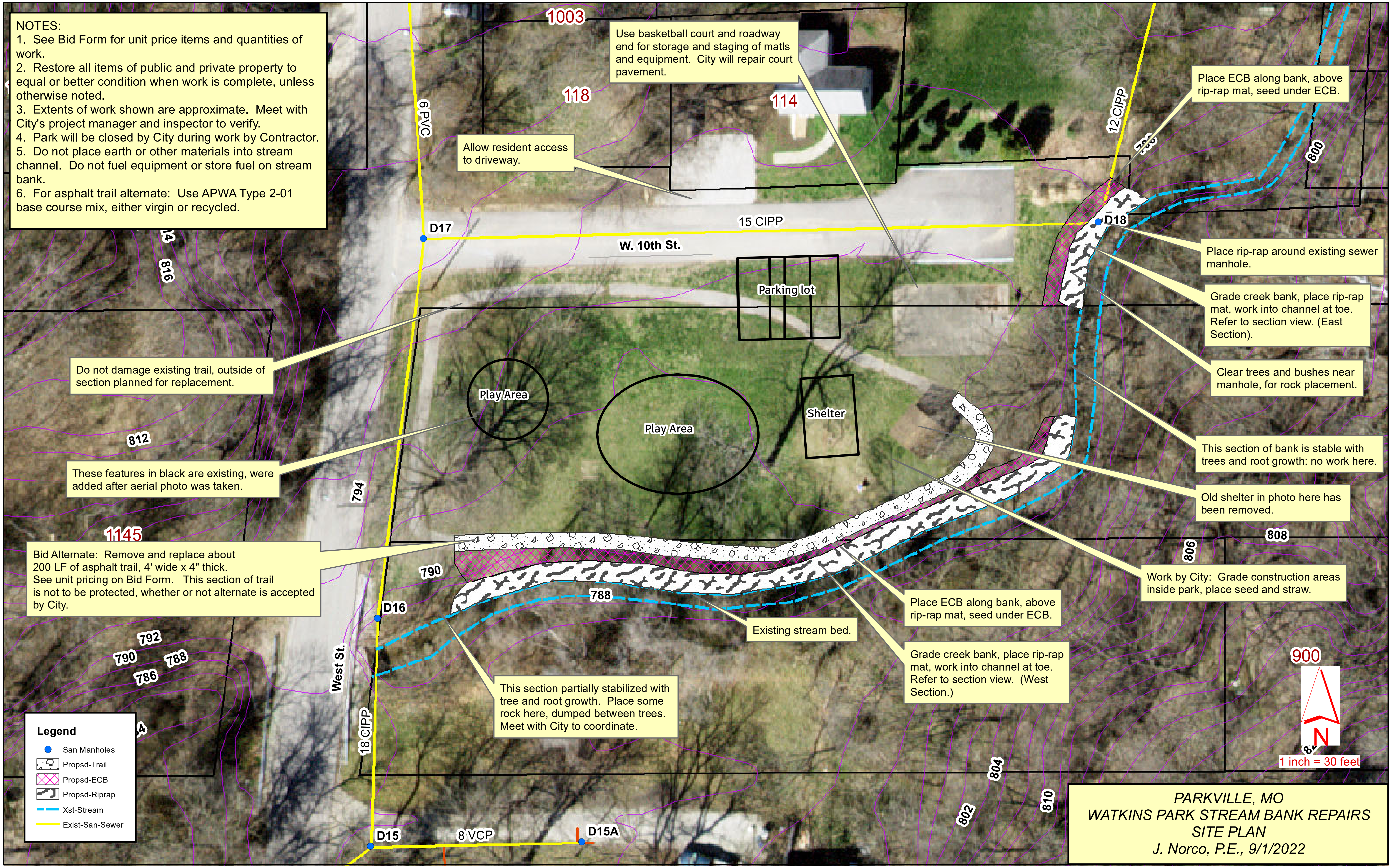
BID ALTERNATE: TRAIL WORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
11	Demo 200 LF asphalt trail in area close to channel, haul away rubble	1	LS	6800.00	6800.00
12	Grade and compact soil base for asphalt trail	1	LS	6800.00	6800.00
13	Asphalt material for new trail section, about 200' long, 4' wide, 4" thick.	20	TON	88.00	1760.00
14	Placement of asphalt trail:	20	TON	140.00	2800.00

TOTAL ALTERNATE PRICE (Enter also on Bid Form): $18,160.00

Notes:

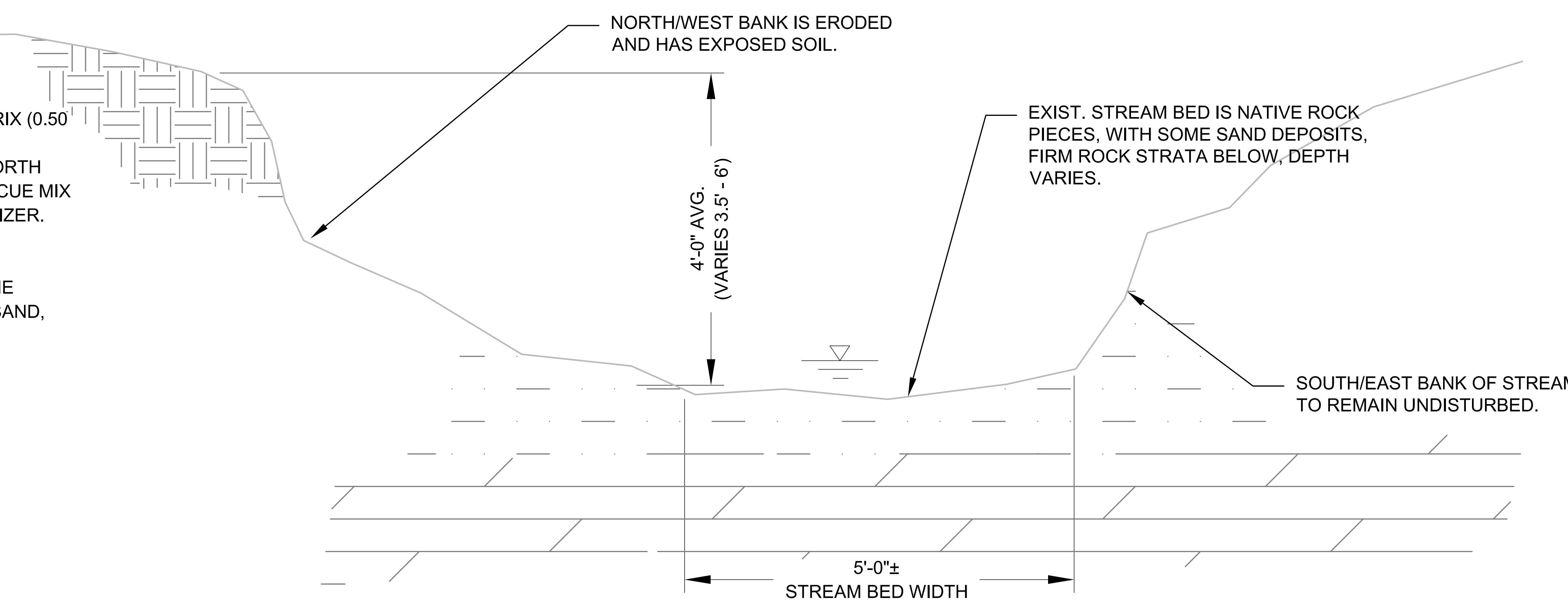
1. Some bid items may not be used, depending on project conditions and bid pricing.
2. Note that mobilzation and general requirements is limited to 5% of total bid price.
3. The following pages titled "Description of Unit Prices" accompany this Schedule and are part of the Bid Form.
4. Owner may reduce the quanities of work from those shown above.



NOTES:
1. See Bid Form for unit price items and quantities of work.
2. Restore all items of public and private property to equal or better condition when work is complete, unless otherwise noted.
3. Extents of work shown are approximate. Meet with City's project manager and inspector to verify.
4. Park will be closed by City during work by Contractor.
5. Do not place earth or other materials into stream channel. Do not fuel equipment or store fuel on stream bank.
6. For asphalt trail alternate: Use APWA Type 2-01 base course mix, either virgin or recycled.
1003
118
114
6 PVC
12 CIPP
Use basketball court and roadway end for storage and staging of matls and equipment. City will repair court pavement.
Allow resident access to driveway.
Place ECB along bank, above rip-rap mat, seed under ECB.
800
D17
15 CIPP
W. 10th St.
D18
Place rip-rap around existing sewer manhole.
Parking lot
816
Grade creek bank, place rip-rap mat, work into channel at toe. Refer to section view. (East Section).
Do not damage existing trail, outside of section planned for replacement.
Clear trees and bushes near manhole, for rock placement.
Play Area
Play Area
Shelter
812
This section of bank is stable with trees and root growth: no work here.
These features in black are existing, were added after aerial photo was taken.
Old shelter in photo here has been removed.
794
1145
808
806
Bid Alternate: Remove and replace about 200 LF of asphalt trail, 4' wide x 4" thick. See unit pricing on Bid Form. This section of trail is not to be protected, whether or not alternate is accepted by City.
790
Work by City: Grade construction areas inside park, place seed and straw.
788
D16
Place ECB along bank, above rip-rap mat, seed under ECB.
Existing stream bed.
792
790
788
786
Grade creek bank, place rip-rap mat, work into channel at toe. Refer to section view. (West Section.)
West St.
900
This section partially stabilized with tree and root growth. Place some rock here, dumped between trees. Meet with City to coordinate.
N
1 inch = 30 feet
Legend
San Manholes
Propsd-Trail
Propsd-ECB
Propsd-Riprap
Xst-Stream
Exist-San-Sewer
18 CIPP
804
810
802
D15
8 VCP
D15A
PARKVILLE, MO
WATKINS PARK STREAM BANK REPAIRS
SITE PLAN
J. Norco, P.E., 9/1/2022

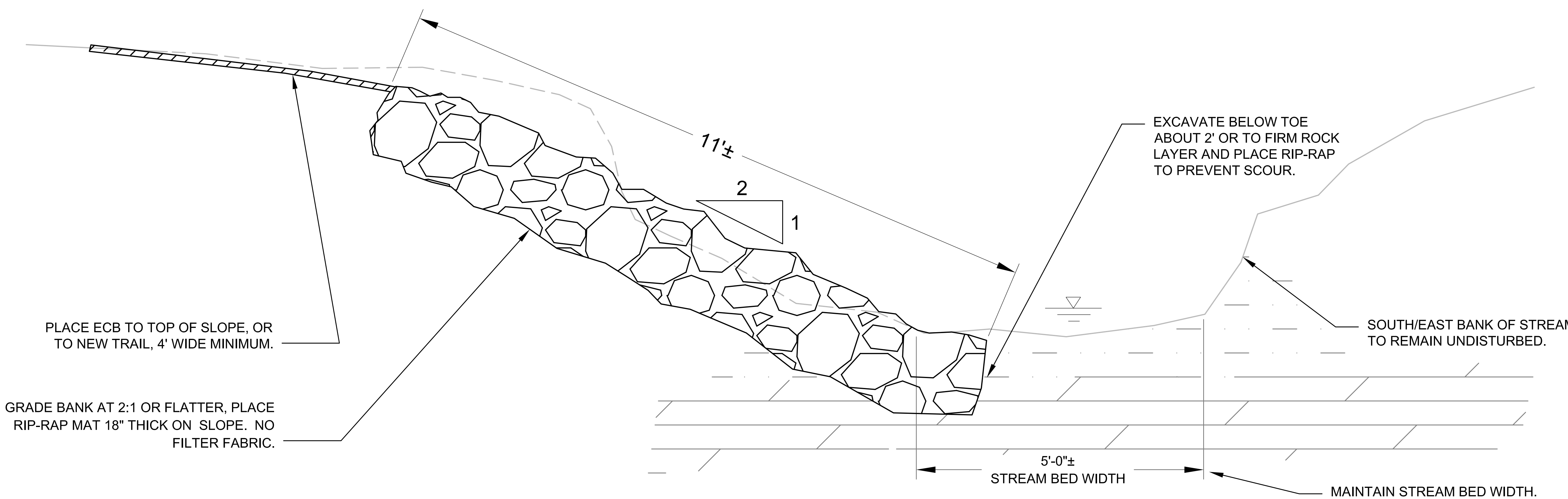
NOTES:

1. EROSION CONTROL BLANKET (ECB): STRAW FIBER MATRIX (0.50 LBS/SY) WITH LIGHTWEIGHT PHOTODEGRADABLE POLYPROPYLENE MESH TOP NET AND BOTTOM NET. NORTH AMERICAN GREEN "DS-150", OR EQUAL. SEED WITH FESCUE MIX (APWA TYPE "A" MIXTURE.) AND APPLY STARTER FERTILIZER. STAPLE EDGES AND CENTER OF BLANKET PER MFR. RECOMMENDATIONS.
2. RIP-RAP: 12" - 24" SIZE, CONSISTING OF DURABLE STONE CONTAINING NOT MORE THAN 10 PERCENT OF EARTH, SAND, SHALE, AND NON-DURABLE ROCK.



SECTION - EXIST. STREAM BANK

SCALE 1/2" = 1'-0"



SECTION - STREAM BANK REPAIRS

SCALE 1/2" = 1'-0"

Revisions		
No.	Date	Description

Jay E. Norco E-29748

STATE OF MISSOURI
JAY ELLIOT NORCO
NUMBER E-29748
9-01-2022
REGISTERED PROFESSIONAL ENGINEER

CL#2012038740

CITY OF PARKVILLE, MISSOURI
8880 CLARK AVE., PARKVILLE, MO 64152

WATKINS PARK STREAM BANK REPAIRS
BANK REPAIR SECTION

Design: JEN
Drawn: JEN

NORTH HILLS ENGINEERING, INC.
1825 Sunrise Dr., Smithville, MO 64089,
northhillseng@gmail.com, 816-935-2777

Date: 9-01-22

Sheet: 1 OF 1

ITEM 3.E.
For 9/26/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: September 22, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Renew the farming land use agreement with Brian Kringle for property near the Wastewater Treatment Plant (Public Works)

BACKGROUND:
The City owns approximately 66 acres of land adjacent to the wastewater treatment plant. Approximately 10 acres is used for the application of the wastewater treatment by-product, known as biosolids. Biosolid handling is regulated by the Missouri Department of Natural Resources (MDNR) through the City's wastewater permit. Land application of biosolids is a low-cost alternative.

Since 2010, the City has had a land lease agreement with local farmer Brian Kringle, which allows him to plant and harvest Milo, corn or beans on the land to help accelerate the natural process of nutrient removal from the sludge. The process is necessary in order to continuously land-apply in the same area in the future. The current lease agreement with Brian Kringle expires on December 31, 2022.

The partnership with Brian Kringle works well. He has a great working relationship with staff and understands the City's regulatory obligations. He assists with maintaining the property around the sewer plant beyond the expectations included in the lease agreement. The subject area is located within the floodplain, so there is additional risk to the success of the farming operations.

The renewal of the lease agreement has the same terms as the previous agreement. The previous agreement included a payment of $105 per acre for the 56 acres available for farming each year.

BUDGET IMPACT:
The farm lease agreement provides a revenue for the Sewer Fund budget at a unit price of $105 per acre of land used for farming. With a total of 56 acres available, the total annual revenue is $5,880.

ALTERNATIVES:
1. Approve a three-year farm lease agreement with Brian Kringle.
2. Provide direction to staff related to the farm lease agreement.
3. Do not approve the agreement.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommend the approval of the Farm Use Agreement with Brian Kringle. The Kringle family has been a great community partner throughout the years.

POLICY:
The Board of Aldermen typically approves all agreement regarding sale, use, or lease of City land and buildings.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a three-year renewal to the farm land use agreement with Brian Kringle, effective January 1, 2023, through December 31, 2025

ATTACHMENTS:
1. Draft Agreement

FARMING USE AGREEMENT

This Use Agreement is made and entered into this 4th day of October, 2022 by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called "the City," and Brian Kringle, 11700 NW River Road, Parkville, Missouri, 64152 hereinafter called "the Farmer."

WHEREAS, the City owns approximately sixty-six (66) acres of land generally located at the southwest comer of River Road and Hwy FF in Parkville, Platte County, Missouri, 64152, as further described in Exhibit A, attached hereto and incorporated by reference, hereinafter the "Premises"; and,

WHEREAS, the City owns and operates a wastewater treatment plant adjacent to the Premises which produces a product known as biosolids; and,

WHEREAS, the City applies biosolids on approximately ten (10) acres of land on the Premises not used for the treatment facility and must maintain soil levels within guidelines as expressed by the Missouri Department of Natural Resources; and,

WHEREAS, the City will allow planting of milo, com or beans on the Premises to help remove nutrients necessary to continue applying biosolids in the future; and,

WHEREAS, on June 15, 2010, the Board of Aldermen approved a land lease agreement with the Farmer to allow planting and harvesting of a milo, corn, or bean crop on the Premises, expired on December 31, 2014; and

WHEREAS, on October 21, 2014, the Board of Aldermen approved a land lease agreement, expiring on December 31, 2018.

NOW THEREFORE, The City agrees to allow the Farmer to use the Premises, as follows:

1. **Term.** The term of this Agreement shall be for a period beginning on January 1, 2023, and running thru December 31, 2026.

2. **Grant of Use.** The Farmer is granted use of the Premises to plant and harvest only milo, com, or bean crop. The Farmer is responsible to provide, maintain, and insure all equipment used to deliver, plant, and harvest such crops. The Farmer will deep till the property upon completion of harvest. The Farmer is limited to using the access pathway that is specified by the City when farming activities are being performed on the Premises. The City shall provide and maintain the access designated by City for use by the Farmer without additional charge to the Farmer beyond the user fee specified in Section 3.

3. **User Fee.** The Farmer shall pay to the City an annual user fee of one hundred five dollars ($105) per acre per year of land used for farming operations, approximately fifty-six (56) acres of land.

4. **Insurance.** The Farmer shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. The City will only accept coverage from an insurance carrier that offers proof that it:
    a. Is licensed to do business in the State of Missouri;
    b. Carries a Best's policy holder rating of A or better; and
    c. Carries at least a Class X financial rating.

    The Farmer shall furnish the City with a Certificate of lnsurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. The Farmer shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days' advance notice of cancellation. The Farmer shall deliver to the City a copy of an Additional Insured Endorsement, 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) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

5. **Indemnification.** The Farmer will indemnify the City and save the City harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by the Farmer, provided, however, the Farmer will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Farmer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

6. **Compliance with Law.** The Farmer must comply with all applicable local, state, and federal laws with regard to farming operations. Failure to comply with applicable laws is considered a breach of this agreement.

7. **Successors and Assigns.** This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, subject to written City approval of any assignment by the Farmer.

8. **Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide sixty (60) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within sixty (60) days, the Agreement will terminate.

9. **Termination for Convenience.** The City may at any time and for any reason terminate the agreement upon thirty (30) days written notice to the Farmer.

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

11. **Notice.** Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail or by confirmed delivery by national overnight delivery service to the following addresses:

    To City:

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

    To Farmer:

    Brian Kringle
    11700 NW River Road
    Parkville, MO 64152

12. **Entire Agreement.** This document constitutes the entire agreement between the Farmer and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither the Farmer nor City has made any promises or representations, other than those set forth in this Agreement and those implied by law.

In witness whereof of the parties have set their hands this 4th day of October, 2022.

Farmer

By: Brian Kringle

Brian Kringle

The City of Parkville, Missouri

By: ____________________________

Dean Katerndahl, Mayor

ATTEST:

By: ______________________________

Melissa M. McChesney, City Clerk

EXHIBIT A
Premises

Parcel number 20-8.0-33-000-000-002.002 and the portion of parcel number 20.8.0-33-000-000-003.001, generally located: on the southernmost portion of said parcel; south of the intersection of River Road, Union Chapel Road and FF Highway; west of Rush Creek; south of the Burlington Northern Santa Fe railroad right-of-way; and bounded by the existing tree lines; excluding the Parkville Wastewater Treatment Plant. The property is generally depicted as the area in bounded in red below.