FINANCE COMMITTEE

Tuesday, June 30, 2020 4:30 PM

Administration Conference Room, City Hall

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 862 1873 6041; Password: 791248 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**
2. **Financial Updates**
   A. City Administrator Approvals
3. **Action Items**
   A. Approve the minutes from the June 8, 2020, meeting
   B. Approve a construction agreement with Hallowell Paint Contracting to paint Zone 1 of the interior of City Hall (Administration)
   C. Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain replacement project (Public Works)
4. **Non-Action Agenda**
5. **Unfinished Business (postponed from prior meetings)**
6. **Other Business**
7. **Adjourn**

Posted Date & Time: June 26, 2020 2:25 p.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: June 16, 2020

Department: Public Works

Low Bidder and Contract Amount:

Hi-G Enterprises
20900 Humphreys Road
Platte City, MO 64079

$7,000

General Scope of Work Description/Project:

Ditch Grading – Change Order 1:

On April 21, 2020, the Board of Aldermen approved a construction agreement with Hi-G Enterprises for the grading of the drainage ditch near the wastewater treatment plant. That work was completed recently.

Over the past four years, there have been drainage issues at Vikings Field, near Hwy FF and River Road. The City owns and maintains this field space. The source of the water issues are unknown. In an effort to alleviate some of the soggy conditions, staff has address issues in the parking lot. In order to drain the field properly, ditches need to be graded so that the water can be transported to the surface water directly to the creek.

Staff contacted Hi-G, to inquire about extending their contract for the Ditch Grading, to include the grading on Vikings Field. They have agreed to provide the construction service with the same hourly rates.

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

Staff contacted three contractors to perform the work. The low bidder was MCON, but they are not able to perform the work in a timely manner. The next low bidder was Hi-G Enterprises.

Project Start Date: 6/16/20 **Estimated Completion Date:** 7/1/20

Budget Account Code: 10-525.06-05-01

Authorization:

☐ City Administrator: Joe Parente Date: 6/16/20
☐ Department Head: Alysen Abel 6/16/20
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 1

PROJECT (*Name and address*):
Ditch Grading

CHANGE ORDER NUMBER: 1
DATE: June 5, 2020

TO CONTRACTOR (*Name and Address*):
HI-G Enterprises
20900 Humphreys Road
Platte City, MO 64079

PROJECT NO.: ______________
CONTRACT DATE: ~~3/18/2020~~ 4/21/2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	20,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	20,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	7,000.00
The new Contract Sum including this Change Order will be	$	27,000.00

The Contract Time will be increased by thirty 30) days to July 1, 2020.
The date of Substantial Completion as of the date of this Change Order therefore is July 1, 2020.

Grade ditches around Vikings Field to assist with drainage issues

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.

HI-G Enterprises
CONTRACTOR (*Firm name*)

20900 Humphreys Rd., Platte City, MO
ADDRESS

C Dane Hall
BY (*Signature*)

(*Typed name*)

6/9/2020
DATE

City of Parkville
OWNER (*Firm Name*)

8880 Clark Avenue, Parkville, MO 64152
ADDRESS

Joe Parente
BY (*Signature*) AMA

Joe Parente, City Administrator
(*Typed name*)

DATE

DB04/0832356.0002/10775024.1 WP08

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: June 25, 2020

Department: Public Works

Low Bidder and Contract Amount:

Blue Valley Public Safety
509 James Rollo Drive
Grain Valley, MO 64029

$2,944.80

General Scope of Work Description/Project:

Annual Tornado Siren Maintenance Contract:

The City is part of the Platte County regional tornado and public safety warning system. The City covers the cost of maintaining four warning sirens, located within Parkville. Each year, the City contracts with Blue Valley Public Safety for the maintenance of the tornado warning sirens. The current maintenance contract expires on July 31, 2020. The maintenance rate is currently $245.40 per month, or $2,944.80 per year. The proposed contract does not include an increase for maintenance from August 1, 2020 to July 31, 2021 The agreement includes repair and replacement of equipment for the normal wear and tear of the four sirens.

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

Blue Valley Public Safety is a sole source contractor, who supplies maintenance for the remaining warning sirens in Platte County.

Project Start Date: 8/1/20 **Estimated Completion Date:** 7/31/21

Budget Account Code: 10-515.06-36-00

Authorization:

☐ City Administrator: Joe Parente Date: 6/25/20
☐ Department Head: Alysen Abel 6/25/20
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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

OUTDOOR WARNING SIREN MAINTENANCE AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 7th day of July, 2020, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Blue Valley Public Safety Inc. (BVPS), 509 James Rollo Dr. Grain Valley, MO 64029 ("Service Provider").

WHEREAS, the City seeks to execute a maintenance agreement with BVPS to maintain the City's outdoor warning siren system.

WHEREAS, the City has budgeted funds to do the necessary work; and

WHEREAS, Service Provider is an area business with the necessary skills and qualifications to provide these services.

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

I. SCOPE OF SERVICES

A. The term "Services" when used in this Agreement shall mean services to be provided by BVPS which shall consist of the repair or replacement of the four (4) sirens, four (4) radio controls, sixteen (16) batteries, and parts and components thereof (the "Equipment") which have malfunctioned or become inoperative in normal wear and usage within 96 hours after the City has notified the Service Provider. It also includes the monthly checking and changing of batteries, verifying correct voltage and making sure the radio controls are operable. This agreement does NOT extend to repair or replacement of the Equipment or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty or modification or alteration by any party other than Blue Valley. Anything outside of the normal scope of maintenance will be an Additional Service subject to Section I.A.C of this Agreement. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services.

B. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.

C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

D. The Service Provider will furnish all equipment, fuel, and labor necessary to complete the Services.

F. The City will provide a location to dump any debris or scrap materials at the Public Works Street facility.

G. Service Provider shall provide on-site safety oversight and shall recognize the dangers associated with performing maintenance to the City's outdoor warning siren system.

II. STANDARD OF CARE

A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:

   a. Services will be billed at the rate of two hundred forty-five dollars and 40/100 cents ($245.40) per month for twelve (12) months from August 1, 2020 through July 31, 2021, not to exceed two thousand nine hundred forty four dollars and 80/100 cents ($2,944.80) The Service Provider will be paid quarterly (every three months), at the rate of seven hundred thirty six dollars and 20/100 ($736.20).

   b. The Service Provider is not eligible to receive reimbursement for incidentals, mileage, or other expenses.

B. Compensation will be made quarterly upon satisfactory completion of the Services for the preceding three months.

C. Service Provider shall submit an itemized invoice to the City upon completion of the Services that details the Services that were provided each quarter. The City agrees to pay the balance of the approved invoice, or undisputed portions of the disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

D. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for one year after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services on August 1, 2020.

B. Services shall be completed on a monthly basis through the term of the Agreement after receiving the notice to proceed unless written authorization for an extension is provided by the City.

C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

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

VI. INSURANCE

A. The Service Provider 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. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. 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.

B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Servicer Provider 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. Service Provider 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 Owner prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.

B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

IX. NOTICES

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

B. Notices sent by Service Provider shall be sent to:

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

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

Blue Valley Public Safety Inc.
Attn: Dee Wieduwilt
509 James Rollo Drive
Grain Valley, MO 64029

X. TERM AND TERMINATION

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

B. The term of this Agreement shall be until July 31, 2020.

C. Notwithstanding Article X, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XI. MISCELLANEOUS PROVISIONS

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

B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:

   i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

   iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.

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

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: Joe Parente

Joe Parente, City Administrator

AMA

ATTEST:

____

Melissa McChesney, City Clerk

BLUE VALLEY PUBLIC SAFETY INC.

By: Dee Wieduwilt

Dee Wieduwilt, Office Manager

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: June 25, 2020

Department: Public Works

Low Bidder and Contract Amount:

North Hills Engineering
Attn: Jay Norco

$8,701.00

General Scope of Work Description/Project:

Parkville Heights Drainage Improvements (WA-126):

The City identified a stormwater drainage issue in the Parkville Heights neighborhood. The existing system is undersized and has deteriorated over time. In addition to storm sewer improvements in this area, there are additional curb and asphalt improvements necessary.

On March 3, 2020, the Board of Aldermen authorized staff to submit a grant through Platte County Stormwater Management Program to fund the storm drainage improvements in the Parkville Heights neighborhood. Since that time, the City has received a notice of award in the amount of $50,061, which represents 60% of the project costs.

North Hills Engineering assisted with the preliminary design and grant application. Staff recommends that North Hills Engineering complete the final design to create the construction documents.

The scope of this work authorization includes the design associated with the Parkville Heights Drainage Improvements.

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

The 5-year on-call engineering services agreement between the City and North Hills Engineering was executed on May 21, 2019. Individual work authorizations are executed based on the terms and conditions of that agreement.

The 2020 budget included funding for the local match associated with the design and construction of the Parkville Heights Drainage Improvements.

Project Start Date: 6/22/20

Estimated Completion Date: 11/1/20

Budget Account Code: 10-515.08-03-00

Authorization:

☐ City Administrator: Joe Parente Date: 6/25/20
☐ Department Head: Alysen Abel 6/25/20
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

CITY OF PARKVILLE
DEPARTMENT OF PUBLIC WORKS

Preparation Date: 6/22/2020

WORK PLANNING / AUTHORIZATION FORM

Number: WA-126

Project / Work Description:
Melody Heights Drainage Improvements (2020 Platte County Stormwater Grant Project)

Purpose: To design and administer stormwater drainage improvements on Melody Lane.
This WA covers the design, document preparation, bidding, and construction administration of the drainage project.
This drainage project will address flooding, erosion, and pavement damage issues in Melody Lane, near Melody Dr.
The City applied for a grant of $50k in February 2020, and the grant was recently awarded to the City of Parkville.
The improvements include replaceing curb inlet, drainage culverts, and concrete curbing, and asphalt pavement.
As part of the local match, City Streets Dept. will perform removal and replacement of the concrete curbing.

Budget: $ 83,460.00 total project, for which Platte County is providing a grant of: $ 50,061
$ 6,560 for design, $ 2,200 for bidding admin /inspections $ 72,900 for construction.
$ 1,800 for survey/legals,

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the August 5, 2014 Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:	
Project Management and Coordination Meetings with City Staff (4 month project.)	5
Visit the PS site to evaluate access, utilties, easements required, etc.	3
Survey: Topo and elevations	7
Utility locates, survey results of one-call, meet with affected/impacted utilities.	5
Develop scope for surveyor to author legal descriptions, coordinate.	3
Review available plats and documents to find existing easements.	4
Draft easements for permanent and temporary construction easements.	6
Meet with affected residents to discuss easements and impacts.	5
Prepare calculations for drainage hydraulics, sizing of conduits, materials classes.	1
Develop plan for staging work, and traffic control provisions.	3
Prepare drawings to ilustrate the work required (electronic format).	35
Prepare writtten technical specifcations for the work proposed.	5
Assemble and coordinate/review bidding and contract documents, using City format. Use large-project City standard contract.	4
Bid & Construction Phase Admin.	
Solicit bids, meet with bidders. Bids will be sealed bids, adevertised via plan room.	4
Meet with bidders and address questions during the advertisement period, prepare addenda.	5
Review bids, check qualifications and experiece, and recommend award to City	2
Inspection:	
City inspector will assist to supervise the construction phase. Periodic visits to observe the work.	16
	113

Excluded:
Professional Survey Services: Survey, legal descriptions. ($1800)
Services of City Attorney for easement document preparation.
Acquisition of Easements (City staff to assist.)

Estimated Consultant Fee:

Design, Admin:	97 Hours x	$ 77.00	/ hour =	$ 7,469.00
Inspection:	16 Hours x	$ 77.00	/ hour =	$ 1,232.00
Total:				$ 8,701.00

Budget: Transportation Fund	
Schedule: Estimated Completion Date: 11/1/2020 Project Deadlines: n/a	
Submitted By: Jay Norco, P.E. - President.	6/22/2020 Date
Authorization: City Administrator	6/25/20 Date

AMA

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: June 25, 2020

Department: Public Works

Low Bidder and Contract Amount:

North Hills Engineering
Attn: Jay Norco

$3,850

General Scope of Work Description/Project:

Riverchase Forcemain Realignment (WA-125):

The City of Riverside and MoDOT are currently working on the construction of Route 9 at Mattox Road. During the course of construction, the contractor encountered the City's sewer forcemain that runs along the north side of Route 9 and serves the Riverchase subdivision. The City was not contacted previously through Missouri One-Call Utility Locates. We were only recently contacted about the utility conflict. Since the sewer forcemain is located within state right-of-way, the City (as the utility owner) is responsible for the relocation of the utility to avoid the proposed improvements.

The City staff has asked North Hills Engineering to assist with developing a design for the relocated forcemain, to avoid the proposed improvements and to work directly with contractors during bidding and construction phases.

The scope of this work authorization includes the design and project management associated with the Riverchase Forcemain Realignment.

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

The 5-year on-call engineering services agreement between the City and North Hills Engineering was executed on May 21, 2019. Individual work authorizations are executed based on the terms and conditions of that agreement.

The Sewer Fund includes $16,000 for Engineering Fees associated with Sewer projects. There is capacity in the budget to cover this expense.

Project Start Date: 6/22/20

Estimated Completion Date: 9/1/20

Budget Account Code: 30-501.08-03-00

Authorization:

- ☐ City Administrator: Joe Parente Date: 6/25/20
- ☐ Department Head: Alysen Abel Date: 6/25/20
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

CITY OF PARKVILLE
DEPARTMENT OF PUBLIC WORKS

Preparation Date: 6/22/2020

WORK PLANNING / AUTHORIZATION FORM

Number: WA-125

Project / Work Description:
Riverchase Forcemain Re-Alignment at Plate Rd.

Purpose: To design and administer relocation/construction of a section of the existing Riverchase Sewer Forcemain.
This WA covers the design, document preparation, bidding, and construction administration of the pump station reconstruction.
This re-alignment was not programmed into the CIP, and is unexpected, resulting from a MODOT road/culvert project.
This an urgent project, as the culvert construction cannot occur until the forcemainn is relocated.
The existing city forcemian is located inside MODOT Right-of-Way, obligating the City to pay for the relocation.
Modot discovered that the existing forcemain at the Burlington Creek crossing is too shallow, and conflicts with the proposed concrete box culverts.
The project will re-align the forcemain vertically and horizontally to avoid conflicts, and will upgrade the material from PVC to HDPE.

Costs: $ 3,900 for design & construction phase. $ 21,000 expected for construction.

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the August 5, 2014 Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:	
Project Management and Coordination Meetings with City Staff (2 month project.)	2
Visit the PS site to evaluate access, utiltles, easements required, etc.	3
Survey to measure distances and elevations.	2
Meet with MODOT staff and culvert contractor, address conflicts, sequence, utilities, etc.	2
Prepare calculations for flushing velocities, select pipe size and class.	1
Develop plan for staging work, and bypass provisions.	2
Review MODOT plans and use plans as basis for bidding documents.	2
Prepare drawings to ilustrate the work required (electronic format).	14
Prepare writtten technical specifcations for the work proposed.	5
Assemble and coordinate/review bidding and contract documents, using City format. Use small-project City standard contract.	4
Bid & Construction Phase Admin.	
Solicit bids, meet with bidders. Bids will be sealed bids by invitation.	2
Meet with bidders and address questions during the advertisement period, prepare addenda.	3
Review bids, check qualifications and experiece, and recommend award to City	2
Inspection:	
AWR and City inspector will assist to supervise the construction phase.	
Periodic visits to observe the work.	6
	50

Excluded:
Professional Survey Services: Survey, legal descriptions. (Not anticipated.)
Services of City Attorney for easement document preparation (Not anticipated.)
Acquisition of Easements (Not anticipated, inside MODOT ROW.)

Estimated Consultant Fee:

Design, Admin:	44 Hours x	$ 77.00	/ hour =	$ 3,388.00
Inspection:	6 Hours x	$ 77.00	/ hour =	$ 462.00
Total:				$ 3,850.00

Budget: Sewer Budget / Maintenance & Repairs	
Schedule: Estimated Completion Date: 9/1/2020 Project Deadlines: n/a	
Submitted By: Jay Norco, P.E. - President.	6/22/2020 Date
Authorization: City Administrator	6/25/20 Date

AMA

Finance Committee Meeting
Monday, June 8, 2020 3:30 PM
Administration Conference Room, City Hall
Minutes

1. Call to Order

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

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston (*arrived at 4:32 p.m.*), Robert Lock and Tina Welch

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

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

B. Parks Sales Tax Budget Update

City Administrator Joe Parente provided an overview of the 2020 budget for the Park Sales Tax Fund, noting that items were presented in early April for use of the funds and the Committee recommended postponing action until June. He said that regardless of the impact of COVID-19 on the park sales tax revenue, revenue was being accumulated to spend on projects in the parks. Approximately $213,000 had been collected through May since October 2019 when the tax started being collected. He anticipated that the revenue would be less than estimated and staff would follow up with more discussion about the sports fields in Platte Landing Park.

3. Action Items

A. Approve the minutes from the May 11, 2020, meeting

Dave Rittman moved to approve the minutes from the May 11, 2020, meeting. Robert Lock seconded; motion passed 4-0.

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

Public Works Director Alysen Abel stated that the item was presented in April and the Committee postponed action until June. Vireo completed preliminary research and design work through a work authorization approved by City Administrator Joe Parente and the work authorization would allow Vireo to continue with the design for improvements to

Pocket Park, including a computerized model for the proposed improvements.

Dave Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 5B with BBN Architects for the Pocket Park Master Plan, including the computerized model of the improvements, in the amount of $21,440. Tina Welch seconded; motion passed 4-0.

C. **Approve Work Authorization No. 2 with Vireo for public engagement and concept design for improvements to Adams Park and Watkins Park**

Public Works Director Alysen Abel said that the item was presented in April and the Committee postponed action until June. The work authorization included public engagement to assist with designs for improvements to Watkins Park and Adams Park.

Nan Johnston joined the meeting at 4:32 p.m.

Dave Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 2 with Vireo for public engagement for improvements to Adams and Watkins parks in the amount of $18,500. Tina Welch seconded; motion passed 5-0.

D. **Approve a service agreement with TREKK Design Group for the 2020 sanitary sewer closed circuit television and cleaning program**

Public Works Director Alysen Abel stated that televising portions of the sanitary sewer lines was completed annually. A work authorization with North Hills Engineering determined which areas would be televised and also included reviewing the CCTV data collected and entering it into GIS. A bid opening was held on June 4 and one bid was received. Abel noted that a second bid was not considered because it was received after the deadline.

Dave Rittman moved to recommend that the Board of Aldermen approve a construction services agreement with TREKK Design Group for the 2020 sanitary sewer CCTV and cleaning program in the amount of $26,006, with the unit prices as provided in the bid documents. Tina Welch seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Vice Chair Rittman said he attended the electronics recycling event on June 6 and the trucks filled up early and some people were unable to drop off electronics to recycle. City Administrator joe Parente noted that staff was looking into moving the event to Platte Landing Park near the dog parks because there was more room to accommodate the extra traffic. He also noted that staff would look into possibly holding another event before the August event.

Vice Chair Rittman said he was contacted by neighbors about their sewer bill and asked if the

City would consider using a different month other than March to determine the winter average since many residents were home due to the COVID-19 pandemic.

Tina Welch said that the Platte County Community Center South YMCA held a meeting on June 8 and she said they hoped to open it up completely by July 1.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:52 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date

City Clerk

CITY OF PARKVILLE
Policy Report

Date: May 28, 2020

Prepared By:
Anna Mitchell, Asst. to the City Administrator

Reviewed By:
Alysen Abel, Public Works Director

ISSUE:
Approve a construction agreement with Hallowell Paint Contracting to paint Zone 1 of the interior of City Hall (Administration)

BACKGROUND:
Painting of the interior of City Hall was budgeted in 2020. Staff was directed during a Finance Committee meeting to start the project in order to take advantage of most of the staff working from home, making this the perfect time to paint without displacing staff from their offices.

Staff released a bid request to paint all of the interior of City Hall, splitting it into three zones and two alternatives. From the submitted bids, the project in its entirety came back much higher than anticipated with the top priority zone, Zone 1, coming in at $35,192. Staff performed an analysis of the bid and determined the pricing was good, but its budget estimate for the project was not accurate. In reviewing the Building Reserve Study, from which the budget estimate was derived, it discovered inaccurate square footage of paint areas. Because of this, staff is proposing phasing the project over multiple budget years. In addition, for the current year budget, to lower costs, staff will move the furniture instead of the painting company which will lower the Zone 1 cost to $27,892. Staff is recommending that we move forward with Zone 1 of the project with the Change Order No. 1 to remove moving the furniture from the contract. Zone 1 includes all of the second floor and the first floor lobby (budgeted amount for 2020 was $25,000). The remaining zones will need to be re-bid in future years to complete the rest of the building.

Two bids were received and the lowest qualified bidder being Hallowell Paint Contracting.

BUDGET IMPACT:
The City Hall paint project was budgeted for $25,000. The current project total is $27,892, which is $2,892 over budget.

ALTERNATIVES:
1. Approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint the interior of City Hall.
2. Approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting, with changes set by the Finance Committee.
3. Do not recommend approval of the item.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint the interior of City Hall - Zone 1.

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 and Change Order No. 1 with Hallowell Paint Contracting to paint Zone 1 of City Hall in the amount of $27,892.

ATTACHMENTS:
1. Bid Tabulation
2. Agreement
3. Change Order 1

BID TABULATION

CITY HALL INTERIOR PAINTING

Bid Opening Tuesday, June 2, 2020
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL	ALTERNATE TOTAL
Mill Valley Construction, Inc. Shawnee Mission, KS	$103,500.00	$7,000.00
* Hallowell Paint Contracting St. Joseph, MO	$72,200.00	$1,700.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2020 CITY HALL INTERIOR PAINTING

This agreement is made and entered into this **7th day of July, 2020**, by and between the City of Parkville, Missouri, (hereinafter the "City") and Hallowell Paint Contracting (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,

> Interior Painting of First Floor Lobby and the Second Floor of City Hall, including moving and replacing all furniture and office equipment, as required. Colors are to be selected after Notice to proceed and by the City. Project to be competed according to the following schedule:

<u>Item Number</u>	<u>Total item price</u>
Zone 1 (2^{nd} Floor & 1^{st} Floor Lobby)	$35,192.00

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 <u>**THIRTY FIVE THOUSAND ONE HUNDRED NINETY TWO DOLLARS AND NO/100 (35,192.00)**</u> (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 by <u>90 days</u>. 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 <u>$100.00</u> 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 and Payment 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.

<u>ARTICLE VI: The following documents are made part of this agreement by reference:</u>

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 C	Scope of Project
Exhibit D	Specifications
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 **(If Project Total Exceeds $75,000)**
Exhibit J-2	Prevailing Wage Rate Reporting Form **(If Project Total Exceeds $75,000)**
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements **(If Project Total Exceeds $75,000)**
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

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 day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: ______________________________
Nanette K. Johnston, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

HALLOWELL PAINT CONTRACTING

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.)

Change Order 1

PROJECT (*Name and address*): City Hall Interior Painting	**CHANGE ORDER NUMBER:** 1 **DATE:** June 25, 2020
TO CONTRACTOR (*Name and Address*): Hallowell Paint Contracting	**PROJECT NO.:** ___________________ **CONTRACT DATE:** July 7, 2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	35,192.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	35,192.00
The Contract Sum will be decreased by this Change Order in the amount of	$	- 7,300.00
The new Contract Sum including this Change Order will be	$	27,892.00

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order is to remove the scope and fees for the removal and replacement of the furniture and office equipment.

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.

Hallowell Paint Contracting	City of Parkville
CONTRACTOR (*Firm name*)	**OWNER** (*Firm Name*)
5704 SE 169 Hwy, St. Joseph, MO 64507	8880 Clark Ave., Parkville, MO 64152
ADDRESS	**ADDRESS**
BY (*Signature*)	**BY** (*Signature*)
Ronald Hallowell	Anna Mitchell, Asst. to the City Administrator
(*Typed name*)	(*Typed name*)
DATE	**DATE**

CITY OF PARKVILLE
Policy Report

Date: June 22, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain replacement project (Public Works)

BACKGROUND:
Over the past 2 years, there have been numerous breaks in the sewer forcemain pipe in English Landing Park. The existing pipe is brittle and will continue to experience breaks if not addressed.

In an effort to be proactive, the City developed a program that will systematically replace the pipe, starting at the Parks Building in English Landing Park and extending to the west to the Wastewater Treatment Facility. The construction would be divided into three phases spanning over three years.

On December 17, 2019, the Board of Aldermen approved a work authorization with North Hills Engineering for the engineering design and project management of the forcemain replacement program. Since that time, North Hills Engineering has developed the plans, specifications, and bid documents associated with the first phase of the forcemain replacement project.

The bid documents were released on May 11th through the City's website and Drexel Technologies plan room. On June 18th, the City received responses from 10 contractors and the low bidder was Infrastructure Solutions with a bid of $350,083.

Since they have not done work in Parkville before, staff requested additional information about the company and references for not only the primary contractor (Infrastructure Solutions), but also their subcontractors CES Industrial Piping Supply and Stark Boring Co. Although Infrastructure Solutions was established in 2018, the company leadership has extensive experience in pipeline utility construction with previous employers. Furthermore, their references came back very positive.

Additional considerations were made associated with the staff recommendation.

1. The pipe installation process requires joining and fusing of HDPE pipe, which is a specialized method. Infrastructure Solutions will be using CES as their subcontractor for this work, they are one of the leaders in the KC Metro area for this type of specialized pipe installation method.
2. This project requires horizontal directional drilling. Infrastructure Solutions will be using Stark Boring Company for this work. Stark has worked on several boring projects much larger than ours. They received very favorable reviews from past clients.

3. Infrastructure Solutions is a wholly-owned subsidiary of George Butler Associates, a company with $41 million worth and $75 million annual gross revenues. GBA has a vested interest in the success of Infrastructure Solutions.
4. North Hills Engineering has previous project experience with the estimator / project manager for Infrastructure Solutions. Those projects were completed successfully.

The only concern staff has related to this project is the low bid. The tendency may be for contractors to cut corners and seek change orders to make up for their profit loss. Since there are budget savings, staff recommends engaging the construction observation services of North Hills Engineering to help supplement the construction observation by the Public Works Inspector.

BUDGET IMPACT:
The 2020 budget includes $475,000 in the Sewer Fund Capital Outlay (line item 30-501.06-42-00) for full design of the forcemain replacement and the first phase of construction. Of this amount, $34,600 was spent on design and project management, and $4,500 was spent on utility / topographic survey. There is $435,900 remaining for the construction. The proposed construction agreement is within budget at $350,083.

ALTERNATIVES:
1. Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement.
2. Do not approve the agreement.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of the construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement. Although their bid is significantly lower than expected, staff recommends providing additional construction oversight with a portion of the budget savings.

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 Infrastructure Solutions for the McAfee Forcemain Replacement project in the amount of $350,083.

ATTACHMENTS:
1. Bid Tabulation
2. Agreement

BID TABULATION

2020 McAfee Sewer Forcemain Repair

Bid Opening Thursday, June 18, 2020
10:05 a.m., City Hall Board Room

Bidder Name	BASE TOTAL
*Infrastructure Solutions Lenexa, KS	$350,083.00
Beemer Construction Blue Springs, MO	$414,440.00
Blue Nile Constructors, Inc. Birmingham, MO	$424,740.43
Kissick Const. Co. KCMO	$399,760.00
Leath & Sons Raytown, MO	$391,387.00
Pyramid Excavation Const., Inc. KDCMO	$463,131.00
Redford Const., Inc. Raymore, Mo	$414,997.00
Site Rite Const. Co. KCMO	$412,320.00
Westland Const., Inc. Basehor, KS	$505,103.00
Wiedenmann, Inc. Belton, MO	$456,027.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR PUBLIC IMPROVEMENT OF
MCAFEE SEWER FORCEMAIN REPLACEMENT 2020

This agreement is made and entered into this 7th day of July 2020, by and between the City of Parkville, Missouri, (hereinafter the "City") and **INFRASTRUCTURE SOLUTIONS** (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 **THREE HUNDRED FIFTY THOUSAND AND EIGHTY THREE DOLLARS AND NO/100 ($350,083.00)** (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 within **140 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar days. 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 $200.00 for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

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 and Payment 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:

Contractor’s Bid Form and attachments.

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 C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	Specifications
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 thru counterparts of this contract in the prescribed form and manner this the 7th day of July 2020.

CITY OF PARKVILLE, MISSOURI

____
Nanette K. Johnston, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

INFRASTRUCTURE SOLUTIONS

____
Contractor

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.)