



FINANCE COMMITTEE

Monday, September 11, 2023 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 August 21, 2023, regular meeting
 - B. Approve a small construction agreement with Embassy Landscape Group Inc. to replace the flooring at the Girl Scout Cabin at the Parkville Nature Sanctuary (Parks)
 - C. Approve a construction agreement with David E. Ross Construction Company for the Odor System Site Repairs Capital Improvement Project (Public Works)
 - D. Approve a construction agreement with Havens Construction for the North National Drive Drainage Improvements Capital Improvement Project (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

August 24, 2023

City of Parkville

Preparation date:

Department: Police

Low Bidder and
Contract Amount:

Digital Ally
14001 Marshall Drive
Lenexa KS, 66215

\$8,510.00 max

General Scope of Work Description/Project:

Purchase two new DMV-800 in-car video systems to replace two existing DMV-800 systems that are out of warranty. KC Wireless will remove the old video systems and install the new video systems for a max cost of \$840.00 (8 total shop hours max, 4 per vehicle).

Note: This is a 2022 and 2023 CIP expense. \$4,219.00 was budgeted in 2022 for the replacement of one in-car camera, but not spent in 2022 while we reviewed our camera program. An additional \$4,303.00 is budgeted in CIP 2023 for the replacement of one in-car camera system. Two of our current cameras are now out of warranty and should be replaced. The total sum of the 2022 and 2023 CIP budgeted funds is \$8,522.00. The total cost of two DMV-800s is \$7,670.00, after the PD is reimbursed \$200.00 for each returned DMV-800 systems.

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

Digital Ally, 14001 Marshall Dr. Lenexa, KS, is the sole source provider of all of the Police Department's current in-car video management systems. The bid per unit is \$3,995.00. The final total from Digital Ally will be for \$7,670.00 (\$200.00 will be credited for each returned DMV-800 camera systems back to Digital Ally).

KC Wireless, 720 W 23rd St. Independence, MO, is our sole source provider for vehicle equipment installation, they have performed all of the installation and removal of police equipment for several years. KC Wireless estimates a maximum of four shop hours to remove and install each video system. Shop rate is \$105.00 per hour, max cost is \$420.00 per unit (\$840.00 total).

Project Start Date:

08/25/23

Estimated Completion Date:

09-01-2023

Budget Account Code:

560.50-50-00

Authorization:

☐ City Administrator:

A. Barton

Date:

8/25/2023

☒ Department Head:

Chief K.L. Chrisman

☐ Mayor (if applicable):

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



Quote	QUO-02773-N9J4X3
Date	8/16/2023
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14001 Marshall Drive
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

Customer:

Parkville Police Department John Jordan 8880 NW Clark Ave. Lenexa, KS 66219
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PARMO0	DB3-AS	PICK UP	Net 30	Amanda Sterling	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
2	012-00042-00	Activation Fee	\$30.00	\$0.00	\$0.00	\$60.00
2	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$0.00	\$0.00	\$7,990.00

Notes:

2 Year Advanced Exchange Warranty on DVM800 Complete Kits

Total Discount	\$0.00
Subtotal	\$8,050.00
Misc	
Tax	\$0.00
Freight	\$20.00
Total	\$8,070.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.



Quote	QUO-02773-N9J4X3
Date	8/16/2023
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Subscription (3, 5 or 8 Year) Plan Includes:

- ***Advance Exchange Equipment Program on All Hardware (Batteries Included) With Subscription***
- All Inclusive Plans – No Hidden Costs
- Warranty for Life of Subscription
- Support for Life of Products

EVO In-Car Features & Options:

- ***Built-In Patented VuLink Auto-Activation***
- Tablet Interface Sold Separately (EVO Only)
- Near Real-Time Mapping & Geofencing
- Dispatch Activation
- Remote Firmware Updates & Diagnostics

Complete Evidence Management Solution (EVO Web):

- ***Access to Share/Prosecution Portal & Redaction Software***
- Event Tagging, Notations, Playback Review, & Reporting
- Security Groups & Granular Permission Controls
- Case Management & GPS Mapping
- Multi-Angle Playback

Body Camera Features & Options:

- ***S.O.S – Officer Down with Remote Activation (FVPRO Only)***
- Built-In Patented VuLink Auto-Activation. Vulink Hardware Sold Separately
- Near Real-Time Mapping & Geofencing
- Docking Stations: 8 & 24-Bay Docking Station with Interactive Touchscreen
- Unlimited Body Camera Messaging Alert Notifications (FVPRO ONLY)

InterVu Room Features:

- ***Advance Exchange Equipment Program on All Hardware with Subscription***
- Full EVO Web Functionality
- 90-Day Warranty on Installation Services
- All Cloud Licenses on Unlimited Retention/Storage Plan

Deployment & Activation Includes:

- Dedicated Project Manager
- Product Setup & Configuration
- Remote Deployment
- System Administrator & Officer Training Session
- Best Practices & Implementation Planning Session

Optional Products & Services:

- Turnkey Services: Includes Onsite or, Training, and Install/Removal If Applicable
- Additional Storage Purchased in Blocks of 100GB.
- Accessories Sold Separately
- Vulink Auto-Activation. Hardware Only.

If applicable, taxes and freight are due upon signing.
Contact Your Local Representative for Additional Information and Pricing



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville
Department: Administration

Preparation date: 9/6/23

Low Bidder and
Contract Amount:

CK Power
9910 Lakeview Ave.
Lenexa, KS

\$5,455.48 WA-3

General Scope of Work Description/Project:

City Hall Generator Service

This project is for a generator service that was performed to return the generator to working order in response to power shorts that were occurring.

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

CK Power was awarded this work under the City's On-Call service provider agreement.

Project Start Date: 8/28/23

Estimated Completion Date: 9/28/23

Budget Account Code: 10.501.06-01-00

Authorization:

☐ City Administrator:

ABertoni

Date:

9-8-2023

☐ Department Head:

Jim R

9-8-23

☐ Mayor (if applicable):

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



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

Work Authorization #3

Date: August 28, 2023
Issued to: CK Power
9910 Lakeview Ave.
Lenexa, KS
dherron@ckpower.com

Project/Work Description City Hall Generator
Title:
Scope of Work/Purpose: Estimate No. SVQ014800 Attached

Schedule and Price

Project Start Date: 8/28/2023
Estimated Completion Date: 9/28/2023
Latest Acceptable Date: 9/28/2023
Estimated Cost: \$5,455.48
Expenditure Limit: \$5,455.48
Budget Account Code: 10.501.06-01-00

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: Paul Spengler / service mgr Signature: [Signature]
Company: CK Power Date: 8-28-23

Authorization
Department Head: [Signature] Date: 9-8-23
Dan Harper, PW Director
City Administrator (if over \$2,500): [Signature] Date: 9-8-23
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)

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

☒ Valid business license



9910 LAKEVIEW AVE
LENEXA, KS 66219
(913) 213-5600

Service Estimate

Estimate Number:		SVQ014800
Date:	Time:	Status:
08/15/23	3:25:51 PM	Pending
Customer ID	Contact	
C13869	ALYSEN ABEL	
Customer PO#	Customer Phone:	Customer Fax:
	816-741-7676	
E-Mail	kjolly@ckpower.com	

Ship To Location:

CITY OF PARKVILLE MO
8880 CLARK AVENUE
PARKVILLE, MO 64152
USA

Bill To:

CITY OF PARKVILLE MO
8880 CLARK AVENUE
PARKVILLE, MO 64152
USA

<u>Description</u>	<u>Order Type</u>	<u>Status</u>	
ECU AND FUEL GAUGE	Estimate	Pending	Page: 1

TECH RECOMMENDS REPLACEMENT OF ECU
IF YOU WOULD LIKE TO PROCEED PLEASE SIGN AND RETURN.

Service Item No.	Serial No.	Description	Customer Unit No.
SVI085141	2091374	GENERAC GENERATOR	CITY HALL

Labor and Materials Used:

Service Item Serial No.	Type	No.	Description	Quantity	UOM	Unit Price	Total Price
2091374	Item		FUEL GUAGE	1.00	Each	574.18	574.18
2091374	Item		PROGRAMMED ECU PMGC	1.00	Each	2,991.80	2,991.80
2091374	Resource	MILEAGE	MILEAGE	65.00	Miles	3.10	201.50
2091374	Resource	R0000	SERVICE TECHNICIAN	8.00	Hour	185.00	1,480.00
Subtotal:							5,247.48
Taxes:							0.00
FUEL SURCHARGE FEE							30.00
TECHNOLOGY FEE							30.00
ENVRNMTL/SHOP SUPPLY							148.00

All Prices are valid for 30 days from date of estimate.

Estimate Total: 5,455.48

Unless Noted: This estimate does not include applicable taxes, freight charges, or 3% CC transaction fee for invoices over \$1,000.

Proposal Presented by:

Date: _____

Return Signed Authorization to: Fax: (314) 569-8246

Authorized by: _____

Date: _____

MAINTENANCE AND REPAIR SERVICES

TERMS AND CONDITIONS

1. The term "Contractor" when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project and Waiver and Release of Claims on the form attached hereto as Exhibit "A". 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.
3. 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.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization 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 time or 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 an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Maintenance Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City. 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.

7. If the amount of the work authorization is in excess of \$5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.
8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Contractor 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.Contractor 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. Contractor 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 Cancellation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.
9. 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.
10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.
11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. All manufacturers' warranties shall be assignable to the City. 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 City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

12. Contractor represents that it is an independent contractor and that no personnel performing any of the services shall be employees of or have any contractual relationship with the City.
13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. 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.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the 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.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. 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.
17. 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 the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. 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, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization 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.
22. 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 the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.
24. Tax-Exempt Status. The City is a tax-exempt entity and no sales tax shall be charged. If Contractor needs further documentation to furnish to vendors, the City shall reasonably accommodate such requests.

EXHIBIT A

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives bond rights, and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").
2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____ Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

NOTARY SEAL

Notary Public in and for said County and State



Finance Committee Meeting
Monday, August 21, 2023 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Wylie called the meeting to order at 4:31 p.m. A quorum was present.

Members Present: Chair Douglas Wylie, Vice Chair Bob Bennett, Dean Katerndahl and Philip Wassmer

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator Bryan Kidney, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (via videoconference), Public Works Director Dan Harper, Community Development Director Stephen Lachky (via videoconference), Parks & Recreation Director Brittanie Propes and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

City Administrator Alexa Barton provided an overview of approvals within her authority.

3. Action Items

A. Approve the minutes for the July 24, 2023, regular meeting

Bob Bennett moved to approve the minutes for the July 24, 2023, regular meeting. Philip Wassmer seconded; motion passed 4-0.

B. Approve the 2023 property tax levy for fiscal year 2024

City Administrator Alexa Barton said that, for the first time, the pro forma was included in the agenda packet. She noted there would not be a tax increase in 2024 and the property values were received after the Platte County Board of Equalization met.

Deputy City Administrator/Finance Director Bryan Kidney stated that the Hancock Amendment allowed an increase based on the lowest percentage between the Consumer Price Index, the actual increase, not including construction, or five percent. The increase was based on five percent.

Bennett moved to recommend that the Board of Aldermen adopt an ordinance levying a tax of \$0.5983 on all taxable property in the City of Parkville for fiscal year 2024. Wassmer seconded; motion passed 4-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

City Administrator Alexa Barton said that staff was still working on the capital improvement program and hoped to distribute it at the Board meeting on September 5. She added that the CIP was a plan, not a budget, and funding was included in the capital outlay for each department's budget.

7. Adjourn

Chair Wylie adjourned the meeting at 5:03 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: September 5, 2023

Prepared By:

Brittanie Propes, Parks & Recreation Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a small construction agreement with Embassy Landscape Group Inc. to replace the flooring at the Girl Scout Cabin at the Parkville Nature Sanctuary (Parks)

BACKGROUND:

The Girl Scout Cabin at the Parkville Nature Sanctuary was originally constructed with volunteer labor. The volunteers who constructed the flooring laid concrete over packed gravel. The flooring has deteriorated over time and needs to be replaced. Staff worked with the City on-call landscape architect, McClure, for flooring replacement designs in concrete. The original design was presented to the Community Land & Recreation Board and their recommendation to staff was to explore alternatives such as pavers for the purpose of price reduction and sustainability to "green" standards. McClure amended the design for pavers, as requested. The new design plan and quote are for a replacement paver flooring, stairs on the west side of the structure and the ramp on the south side of the structure.

The procurement policy allows for cooperative agreements in lieu of competitive bids. This project is utilizing a cooperative agreement with the City of Gladstone. The City of Gladstone entered into a contract with Embassy Landscape Group Inc., which includes hardscape labor rates that are the same as the scope of the Girl Scout Cabin paver flooring project. Staff verified these rates and documentation is attached to this item.

BUDGET IMPACT:

The small construction contract with Embassy Landscape Group, Inc. is in the amount of \$30,900 to complete the Parkville Nature Sanctuary Girl Scout Shelter paver overlay project. To-date, we have spent \$2,100 on the City's on-call landscape architect, McClure, for design plans. In the 2023 Parks Capital Improvement Program, there is \$40,000 allocated for this item. This contract is inclusive of all demo, labor, and supplies. City staff is working with the contractor to meet bonding requirements that may include an additional cost to cover the bonds -- estimated to be no more than about \$1,500, if needed, keeping this project under the original budget.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities
- Parks and Recreation

ALTERNATIVES:

1. Approve the agreement with Embassy Landscape Group to replace the flooring at the Girl Scout Cabin.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a small construction contract with Embassy Landscape Group for \$30,900 to replace the flooring of the Girl Scout Cabin at Parkville Nature Sanctuary.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the small construction contract with Embassy Landscape Group to replace the flooring of the Girl Scout Cabin at Parkville Nature Sanctuary in the amount of \$30,900.

ATTACHMENTS:

1. Agreement
2. Concept Plan
3. Gladstone Contract

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND EMBASSY LANDSCAPE GROUP, INC.**

FOR

**PARKVILLE NATURE SANCTUARY GIRL SCOUT SHELTER – PAVER OVERLAY
PROJECT**

This agreement is made and entered into this **19th day of September, 2023**, by and between the **CITY OF PARKVILLE** (hereinafter the "City") and **EMBASSY LANDSCAPE GROUP, INC.** (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 and the City's purchasing policy, 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 solicitation of bids in accordance with the City's purchasing policy, has submitted to the City, in the manner and at the time specified, in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has 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 **THIRTY THOUSAND NINE HUNDRED DOLLARS AND NO/100 (\$30,900.00)** (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 by 150 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 \$100.00 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:

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	Scope of Work
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 this contract in the prescribed form and manner, the 19th day of September, 2023, first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Title: Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk



EMBASSY LANDSCAPE GROUP, INC.

By Daniel D. Nelson

Title PRESIDENT

(SEAL)

(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.)



Girl Scout Shelter Paver Overlay Project

Embassy Landscape Group
7/28/23



GARDENING CONTRACT

THIS AGREEMENT, made and entered into this 15th day of June, 2022, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Embassy Landscape Group Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Contract is necessary and essential to the operation of the City; and

WHEREAS, the City desires to engage the Contractor to render services as described in this Contract, and the Contractor is willing to perform such services;

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I DESCRIPTION OF PROJECT

The Contractor shall garden certain City of Gladstone parks, facilities and right-of-ways for the 2022 season as set forth in *Attachment 1 (includes Exhibits G1a, G1b & G2)*.

ARTICLE II CONTRACTOR'S SCOPE OF SERVICES

The Contractor shall perform services relevant to the Contract in accordance with the terms and conditions set forth herein, and as provided in the Gardening Specifications and Gardening Bid Form in *Attachment 1*, attached hereto and incorporated by reference herein.

The Contractor hereby agrees that, immediately upon the execution of this Contract and upon receipt of notification by the City, the Contractor will enter upon the duties herein prescribed. The City is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor from the City.

The Parks Superintendent will be the supervisor in charge of the gardening package (designated *Exhibit G2*). The Contractor shall begin gardening the specified area within 48 hours of notification by the City. All gardening and trimming shall be completed in an immediate area prior to beginning another gardening location by the Contractor. All work of Contractor pursuant to the terms of this contract shall be completed between the hours of 8:00 AM and 7:00 PM, Monday through Friday. The following gardening standards shall apply to the work of the Contractor:

The Contractor shall remove litter prior to gardening an area. Any litter cut through by the gardener shall be removed by Contractor.



GARDENING CONTRACT

The Contractor agrees to employ, train and supervise adequate personnel with appropriate qualifications and experience to provide the services outlined herein. The Contractor will observe established standards of safety and shall take all necessary safety precautions to protect the general public, Contractor's employees, and City employees and facilities from injury or damage. The Contractor shall immediately notify the City of any accident or incidents which occur as a result of the Contractor's activities on the premises. The Contractor agrees to pay for any damage to property, including damage to plant materials, caused by its activities.

The Contractor shall be courteous and tactful when in contact with the public. The Contractor will not tolerate any type of workplace violence committed by or against its employees. The Contractor will prohibit its employees from making threats, carrying concealed weapons or engaging in violent activities in connection with City property or the services to be provided under this Contract.

In the event that an area is missed by the Contractor or is not gardened as specified, the Contractor agrees to return to the designated sight within 24 hours of notification by the City.

ARTICLE III CHANGES IN SCOPE

If changes occur either in the Contractor's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. All modifications to this Contract must be in writing and signed by the parties hereto.

ARTICLE IV CONTRACTOR'S FEE

- A. Contractor expressly states that it is an independent Contractor and its employees shall not be deemed employees nor joint employees of the City of Gladstone.
- B. Contractor shall be paid for its services by the City as follows:
 - 1. As compensation for services as described herein and in *Exhibit G1b* of this Contract, the Contractor shall be paid a "Basic Fee" which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Contract. The "Basic Fee" shall be the lump sum amount *not to exceed* **\$49,103** for providing gardening services for all areas set forth in the **Gardening Package (Exhibit G2)** attached hereto.
 - 2. The parties hereto do expressly agree that the "Basic Fee" is based upon the services to be provided by the Contractor and that Contractor shall not be entitled to any other payment by the City. Payment for each gardening service shall be paid by the City upon completion by the Contractor of a package cycle and submittal of a monthly statement from the Contractor to the City stating the date and location at which the gardening services were performed by the Contractor for the City.



GARDENING CONTRACT

Payment Schedule for "Basic Fee." The "Basic Fee" shall be paid by the City within thirty (30) days of receipt of the statement from the Contractor.

ARTICLE V COMPLIANCE WITH LAW

The Contractor agrees to comply with all federal, state, and local regulations related to the performance of the Contract. Specifically the Contractor shall obtain a City of Gladstone Occupational License during the term of the Contract.

ARTICLE VI TERMINATION

- A. This Contract may be terminated by the City without prior notice to the Contractor in the event of substantial failure by the Contractor to fulfill its obligations under this Contract.
- B. This Contract may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Contractor.
- C. In the event of termination, as provided in this Article, the Contractor shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with the contractual gardening bid amounts set forth in the Exhibits attached hereto.

ARTICLE VII ASSIGNMENT

This Contract shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

ARTICLE VIII DISCLOSURE

The Contractor hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Contractors to provide services to the City within two years preceding the execution of this Contract.



GARDENING CONTRACT

ARTICLE IX INDEMNITY

The Contractor agrees to indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any acts, error, or omission of the Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

ARTICLE X INSURANCE

The Contractor agrees to procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Contract, whether performed by it or its agents. Before commencing work, the Contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City showing that it has complied with this paragraph, naming the City as an additional insured on said policies. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

- A. **Workmen's Compensation Insurance.** Workmen's Compensation Insurance for Contractor's employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.
- B. **Liability Insurance.** Comprehensive General Liability Insurance with broadening endorsement to include Completed operations and Blanket contractual and Personal injury with combined single limit of \$1,000,000 per person and \$2,905,664 per occurrence and Employment Practices Liability Insurance with \$1,000,000 limits. All policies providing such insurance coverage shall name the City of Gladstone as an additional insured.

ARTICLE XI DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, disability or any other basis protected by state, federal or local law. The Contractor agrees to comply with applicable immigration laws, including the Immigration Reform & Control Act of 1990.



GARDENING CONTRACT

ARTICLE XII ADMINISTRATION OF AGREEMENT

The City Manager or his authorized representative shall administer this Contract for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to bind themselves, their partners, as successors, and legal representatives of the day and year first above written.

Contractor: Embassy Landscape Group Inc.

Marc Donaleski
By:

The City of Gladstone, Missouri

Scott Wingerson
By: Scott Wingerson, City Manager

Attest:

Kris Keller
Kris Keller, City Clerk

Client#: 32761

EMBLANPC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy-Kansas City 1828 Walnut Street Suite 701 Property Casualty/MM-KC Kansas City, MO 64108	CONTACT NAME: Kelli L. Nelson, CISR
	PHONE (A/C, No, Ext): 816 857-7833 FAX (A/C, No):
	E-MAIL ADDRESS: KNNelson@holmesmurphy.com
INSURED Embassy Landscape Group, Inc. 6105 NW River Park Drive Riverside, MO 64150	INSURER(S) AFFORDING COVERAGE
	INSURER A: AMCO Insurance Company
	INSURER B: Nationwide Mutual Insurance Company
	INSURER C: Columbia Casualty Company
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLAO3019872827	11/01/2021	11/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	ACPBAA3019872827	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☐ DED ☒ RETENTION \$0			ACPCAA301987287	11/01/2021	11/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACPWC3019872827	11/01/2021	11/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Pollution & Prof. Liability	X	X	CEO6042831528	11/01/2021	11/01/2022	\$2,000,000 Limit \$2,000,000 Aggregate \$10,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Gladstone PO Box 10719 Gladstone, MO 64188-0719	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David T. Keeney</i>
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WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO SECTION 285.530 RSMo

STATE OF MISSOURI

COUNTY OF Jackson } ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Julie Jordyn who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Julie Jordyn and I am currently the Dir of HR of Embassy Landscape Group, Inc. (hereinafter "Contractor"), whose business address is 6105 New River Parkway Riverside MD, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

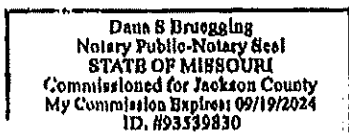
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with gardening services contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Julie Jordyn
Affiant
Julie Jordyn
Printed Name

Subscribed and sworn to before me this 17th day of June, 2022.

SEAL



Dana S. Brueggling
Notary Public



Proposal Date: **6/15/2022**

Embassy Landscape Group
6105 River Park Drive
Riverside, MO 64150

** Indicates required information - Contracts will be denied if required information is not provided*

Billing Information

Accounts Payable Details:

COI Details:

Billing Name*

Street Address*

City, State, Zip*

AP/COI Contact Name*

Phone Number*

Email*

PO Number

Yes ☐

No ☐

PO Number

AR Invoicing Contact at Embassy:

Jill Kreitzer 816-595-0143

JKreitzer@embassylandscape.com

Direct Deposit

Yes ☐

Payment can be made by check, direct deposit or a Discover, Visa or Mastercard credit card. An additional 3.5% convenience fee will be added to Invoices paid by credit card.



Request for Council Action

RES ☒ # R-22-28

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/7/2022

Department: Parks & Recreation

Meeting Date Requested: 6/13/2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: City Landscape Contract

Background: The City's Landscape services was publicly bid in 2021 and awarded to Kitch's Lawncare and Landscape Services Inc.

Budget Discussion: Funds are budgeted in the amount of \$49,103 from the General Fund. Ongoing costs are estimated to be \$ 49,103 annually. Previous years' funding was \$49,103

Public/Board/Staff Input: After numerous discussions regarding the poor performance with the city's current landscape company, Kitch's Lawncare and Landscape Services Inc, city staff is recommending termination of the contract as little improvement has been noted. Staff has proactively contacted the second winning bid from 2021 and staff is recommending we enter into a contract with Embassy Landscape Group, Inc. Staff feels they have the resources necessary to keep up with the City's landscape needs.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey
Department Director/Administrator

JM
City Attorney

SW
City Manager

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM

RESOLUTION NO. R-22-28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH EMBASSY LANDSCAPE GROUP, INCORPORATED, FOR THE CONTRACTUAL LANDSCAPE SERVICES OF CERTAIN CITY OF GLADSTONE PARKS AND CITY FACILITIES.

WHEREAS, proposals were received for contract landscape services and the proposal from Embassy Landscape Group, Incorporated, has been determined to be the best overall bid.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract for contractual landscape services of certain City of Gladstone Parks and City Facilities, for the 2022 season in the amount of \$49,103.

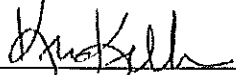
FURTHER, THAT, funds are hereby authorized for such purpose from the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13th DAY OF JUNE 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk



Detail Bid Schedule -Gardening

Location	Address	Square Feet	Notes	Estimated hours for the season	
Mulch for all properties/(Materials only labor will come from Gardening budget)		43844	Dark Mulch estimated in Sq Yards	136 Yds(\$35 per yard)	
Community Center-East Side	6901 N. Holmes	200	annual/perennials mix	1.4	
Community Center-West Side	6901 N. Holmes	100	annual/perennials mix	1.4	
Community Center Planters	6901 N. Holmes	27	annual/perennials mix	0.9	
Central Park Fountain Area	6901 N. Holmes		perennials only	0.5	
Central Park Southeast corner	6901 N. Holmes	66	perennials only	1.9	
70th St. Street Island (2)	70th St. between Holmes and Cherry	100	annual/perennials mix	1.9	
70th St. Clock tower	70th St. between Holmes and Cherry	78	annual/perennials mix	0.9	
Flora Park	6002 N. Flora	24	perennials only	0.9	
Happy Rock South Entrance-East Side	7511 N. Antioch	190	perennials only	1.2	
Happy Rock North Entrance-East Side	7511 N. Antioch	190	perennials only	1.2	
Happy Rock Softball Entrance-East Side	7511 N. Antioch	100	perennials only	0.5	
Hobby Hill East	NW 76th Terrace & N. Main	500		2.4	

Hobby Hill West	77th & Broadway Avenue			0.5
Oak Grove Northeast corner	7600 N. Troost	24	perennials only	0.4
Oak Grove Southeast corner	7600 N. Troost	44	perennials only	0.4
Oak Grove Southwest corner	7600 N. Troost	24	perennials only	0.4
Oak Grove Large Shelter	7600 N. Troost	30	perennials only	0.4
Oak Grove Restrooms	7600 N. Troost	30	perennials only	0.4
Meadowbrook	1920 NE 60th Terrace	18	perennials only	0.7
1				
Hamilton Heights	6600 N. Main	150	perennials only	1.4
Little Gully	5901 N. Park	34	perennials only	0.5
City Hall front entrance	7010 N. Holmes	137	annuals	2.6
City Hall employee entrance	7010 N. Holmes	122	annual/perennials mix	2.6
City Hall Public Safety entrance	7010 N. Holmes	15	annual/perennials mix	0.5
Public Works Bldg.	4000 NE 76th St.	190	annual/perennials mix	1.2
Animal Shelter Planter	4000 NE 76th St.	100	perennials only	0.7
Highway #1 Entrance Sign		300		1.9
Antioch/Englewood Entrance Sign	NE side of Antioch/Englewood intersection	300	perennials only	1.9
Englewood/Broadway sign SW corner-island	SW corner of Englewood/Broadway	5000	perennials only	1.9

Englewood/Broadway NE corner	NE corner of Englewood/Broadway	500	perennials only	0.5
North Oak Trafficway-69th to 71st	a strip of curbside plantings on both sides of the street from 6900 North Oak Trafficway to 7100 North Oak Trafficway	approx. 7,000	perennials only	3.3
Linden Square	602 NE 70th	approx. 3,100	annuals/perennials	2.8
Big Shoal Cemetery	4125 NE 64th St.	6 planter boxes	annuals	1.2
Atkins Johnson Farm - Farmhouse	4019 NE Pleasant Valley Road	135	annuals/perennials and peony maintenance	0.9
Atkins-Johnson Farm - Entrance	4019 NE Pleasant Valley Road	500	Native	2.1
Pleasant Valley Road Roundabout	N. Antioch Rd. & NE Pleasant Valley Rd.		Perennials	1.9

Total Hours:45.8

Total Hours x Hourly Rate =53

Total Bid: \$2428.99/Mulch \$4760(materials)





Detail Bid Schedule -Gardening

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Englewood/Broadway NE corner	NE corner of Englewood/Broadway	500	perennials only	0.5
North Oak Trafficway-69th to 71st	a strip of curbside plantings on both sides of the street from 6900 North Oak Trafficway to 7100 North Oak Trafficway	approx. 7,000	perennials only	3.3
Linden Square	602 NE 70th	approx. 3,100	annuals/perennials	2.8
Big Shoal Cemetery	4125 NE 64th St.	6 planter boxes	annuals	1.2
Atkins Johnson Farm - Farmhouse	4019 NE Pleasant Valley Road	135	annuals/perennials and peony maintenance	0.9
Atkins-Johnson Farm - Entrance	4019 NE Pleasant Valley Road	500	Native	2.1
Pleasant Valley Road Roundabout	N. Antioch Rd. & NE Pleasant Valley Rd.		Perennials	1.9

Total Hours:45.8

Total Hours x Hourly Rate =53

Total Bid: \$2428.99/Mulch \$4760(materials)





City of Gladstone
Labor Rates

Landscape Maintenance	\$53.00/Hr.
Landscape Planting/Installation	\$75.00/Hr.
Hardscape Construction	\$85.00/Hr.
Irrigation	\$85.00/Hr.

CITY OF PARKVILLE

Policy Report

Date: September 6, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with David E. Ross Construction Company for the Odor System Site Repairs Capital Improvement Project (Public Works)

BACKGROUND:

The Odor Control System located in the Riss Lake Subdivision was constructed in the late 1990s to address downstream odor issues from the sanitary sewer system. Since its installation, the system has been in operation and the equipment and electronic systems have been maintained. At this time, the odor control system has reached the end of its usable life. This project will replace the cracked chemical tank, provide chemical containment, install new electrical systems, and replace the exterior fence. This repair is intended to restore the odor control abilities and remove smells from areas such as English Landing Park and the Downtown area.

Two previous components of this project were completed separately from this contract, both of which were presented to the Finance Committee. On July 10, an emergency repair was performed by She Digs It on the feeder lines to restore service to the system, originally planned as part of this project, for \$17,609.50. In addition, for logistical lead times on a replacement tank, staff procured a new tank from ProTank for \$8,494, which is currently on site awaiting the start of this project.

This project received four bids and David E. Ross Construction was selected as the low bidder at \$111,746. The City has worked with the contractor on a prior sewer project in 2018.

BUDGET IMPACT:

This project was part of planned capital improvements for FY 2023 under Sewer Plant Improvements (30-501.04-51-00) that was budgeted for \$206,000.

STRATEGIC GOAL(S):

This project is part of Goal Area 2: Infrastructure and Public Facilities Strategy B to Extend Life of Infrastructure & Equipment to restore the functionality of infrastructure to continue to serve the community.

ALTERNATIVES:

1. Approve the agreement with David E. Ross Construction for the Odor System Site Repairs.
2. Do not approve the item.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the odor system site repairs agreement with David E. Ross Construction in the amount of \$111,746.00.

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 an agreement with David E. Ross Construction for odor system site repairs in Riss Lake in the amount of \$111,746.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement
3. Bid Drawings
4. Description of Unit Prices

BID TABULATION

Odor System Site Repairs
Bid Opening Tuesday, August 22, 2023
10:00 a.m., Public Works Conference Room

Bidder Name	TOTAL
Mega KC N KC, MO	\$278,163
Ross Construction Raytown, MO	\$111,746
She Digs It, LLC Blue Springs, MO	\$154,150
The Wilson Group, Inc. KCMO	\$399,596

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF:

ODOR SYSTEM SITE REPAIRS

This agreement is made and entered into this **19th day of, September, 2023** by and between the City of Parkville, Missouri, (hereinafter the "City") and **DAVID E. ROSS CONSTRUCTION COMPANY** (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 Kansas 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 **ONE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS AND NO/100 (\$111,746.00)** (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 **60 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 **\$300.00** 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 B-3	Maintenance Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	List of Specifications (by Section number) including all addenda thereto
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, the 19th day of September, 2023.

CITY OF PARKVILLE, MISSOURI

By: DEAN KATERNDAHL

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

DAVID E. ROSS CONSTRUCTION. CO.

By



Title

President

(SEAL)

(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.)

CITY OF PARKVILLE, MISSOURI

ODOR SYSTEM SITE REPAIRS



SHEET LIST:

- 1. TITLE SHEET & NOTES
- 2. GENERAL NOTES
- 3. LOCATION MAP
- 4. SITE PLAN - DEMOLITION
- 5. SITE PLAN - PROPOSED REPAIRS
- 6. RETAINING WALL SECTIONS
- 7. AREA PLAN - PEDESTALS & TANK
- 8. SERVICE RACK DETAILS
- 9. VALVE PIT DETAILS
- 10. DRAIN PIPE SECTION
- 11. FENCE PLAN
- 12. FENCE ELEVATIONS
- 13. STAIR DETAILS

OVERALL SEQUENCE OF CONSTRUCTION

- 1. The following sequence of construction is proposed by Engineer. Contractor may modify this sequence with the consent of City.
- 2. Take delivery of all major materials and structures. City will deliver new chemical tank to site.
- 3. Mobilize.
- 4. Locate utilities and pothole key utility crossings as necessary.
- 5. Disassemble existing chain link fence, City will haul off.
- 6. Notify City to take existing chemical feed system off line.
- 7. Demo existing electrical meter rack and slab at feed pipe risers, located at old buried chemical tank.
- 8. Allow City 4 working days to trim trees above tank site. Provide 4 days notice.
- 9. Lay new PVC conduits from above-ground chemical tank to electrical meter rack. In same trench, lay new PVC conduits and connect to existing conduits near valve pit location, pull in new feed tubing. Lay new PVC fill pipe to new fill valve pit.
- 10. Construct new meter rack and connect new conduits.
- 11. Cut tank slab at existing dosing pump cabinets, install conduit risers and junction boxes. Install wiring. Restore power to existing dosing pump cabinets.
- 12. Connect new feed tubing to existing PVC dosing pipes, construct new connection pit to house. Build new tank fill piping and connect to new tank.
- 13. Owner will place chemical dosing system in service.
- 14. Excavate earth and gravel around above-ground chemical tank, remove from existing base slab.
- 15. Excavate for new retaining wall footing.
- 16. Form and pour concrete for wall footing.
- 17. Form and pour concrete for retaining wall.
- 18. Walls shall cure 48 hours before stripping forms.
- 19. Four days after pour, backfill wall, grade surface .
- 20. Install drain basin and complete drain piping work.
- 21. Spread gravel inside wall, around existing above-ground tank, and at location of fence gate.
- 22. Place rip-rap.
- 23. Construct fence and stairs.
- 24. Complete finish grading, surface restoration & clean-up.

TIME LIMITATIONS

- 1. Contractor and City recognize that the Work must be completed expeditiously and with minimum delay and inconvenience to residents. Accordingly, the following limitations shall apply.
- 2. All Work shall be complete within 60 calendar days of City's written Notice to Proceed.
- 3. From the time the existing chemical feed system is taken off line, the new conduits, feed tubing, and electrical work shall be complete within 14 days, to allow City to make chemical feed system operational.

TRAFFIC CONTROL & ROAD CLOSURES

- 1. Contractor is responsible for setting traffic warning signs on Riss Lake Drive, to inform motorists of parked vehicles and equipment on south bound right lane of Riss Lake Drive.
- 2. Cones shall be used to direct traffic around vehicles and equipment.
- 3. Two-way traffic shall be allowed at all times in Riss Lake Drive.

CONCRETE & MATERIALS TESTING:

- 1. These plan, section, and detail sheets call for certain testing to be performed by Contractor, at Contractor's cost. Contractor shall schedule this testing work.
- 2. City may perform additional testing on concrete materials, soils compaction, and other items of work, at City's cost. In this case, Contractor shall cooperate with testing personnel and provide access to work for testing purposes.
- 3. Summary of materials testing by Contractor:
 - a. Slump, air, cylinders for concrete footing and retaining wall (two pours, set sets of tests). Break cylinders at 7 and 28 days.
 - b. All test reports shall be sent by testing lab directly to City.

Revisions		Description	
No.	Date		

The logo for M/A Engineering, Inc. features the letters "MAE" in a stylized, green, cursive font, with a green wave graphic below it.

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

CL#2012038740

A circular professional engineer seal for the State of Missouri. The seal contains the text "STATE OF MISSOURI", "JAY ELLIOT NORCO", "NUMBER E-29748", and "REGISTERED PROFESSIONAL ENGINEER". The seal is stamped in blue ink.

Jay E. Norco E-29748

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

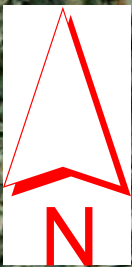
ODOR SYSTEM SITE REPAIRS
TITLE SHEET & NOTES

Design:	Drawn: JEN
Date:	7-14-23
Sheet:	1 of 13

1. This contract includes repairs and improvements to an existing facility used by the City of Parkville to operate an odor control system for the sanitary sewers in the Riss Lake Development. The work generally includes demolition of fencing and slab concrete, rebuilding an electrical service entrance rack and feeder circuits, laying new PVC conduits for chemical feed lines, grading and excavation, construction of a concrete retaining wall, filling an old buried chemical tank with flowable fill, placing surfacing gravel, relocating PVC piping for the tank feed line, constructing wood fencing and stairs, surface restoration, and other associated work. Refer also to the unit price descriptions for a detailed description of Work.
2. The repairs shown herein will be constructed by a contractor for the City of Parkville, Missouri. Drawings have been prepared by North Hills Engineering, Inc. (Engineer).
3. These Drawings make reference to the APWA Specifications, which are understood to be the current edition of the Standard Specifications of Kansas City Metropolitan Chapter of the American Public Works Association.
4. Contractor shall use the Missouri "One-Call" System for utility notification and location, prior to excavation.
5. Contractor is responsible for means and methods of construction, and for jobsite safety.
6. Permits: This project requires neither a City nor a County Building Permit. However, Contractor and all subcontractors shall obtain a City occupational license at City Hall. Estimated cost is \$56.00.
7. The utility locations shown on these plans are taken from utility company records and recent locates and are approximations only. The locations shown do not constitute actual field locations unless so noted on the plans. Neither the Engineer nor the City assumes any responsibility for the accuracy of these locations nor for any additional utilities not indicated on the plans. Contractor shall verify existing dimensions and utilities prior to constructing the repairs and improvements. Contractor shall pothole utilities where noted on the Plan Sheets. Contractor shall be responsible for all damage to utilities.
9. The Contractor shall not be allowed to work on Sundays. Holiday and Saturday work shall be approved by City or Engineer.
10. Lineal foot measurements shown on the plans are horizontal measurements not slope measurements.
11. All excess soil and rock material from this project shall be removed from the project sites and disposed of by Contractor, unless Contractor reaches agreement with property owner for use/disposal of rock and soil material.
12. It shall be the responsibility of the contractor to protect the adjacent and downstream property owners from storm water, silt and erosion during all phases of construction.
13. Contractor shall restore existing surfaces and conditions to conditions equal to or better than existing conditions. Contractor shall be responsible for damage to all public and private property, resulting from Contractor's operations.
14. All Excavations shall be considered unclassified. However, Owner will compensate Contractor for removal of hard rock (requiring a hammer or rock trencher) on a per-cubic yard basis, at a rate of \$250.00 per cubic yard in-place. Contractor shall record the depths of hard rock removed, and write on the Record Drawings at 25-foot intervals.
15. All job-excavated trench backfill shall be compacted, using the tamping action of the excavator bucket. Granular backfill shall be compacted by vibratory means.
16. The contractor shall be required to keep the existing sanitary sewers operational during construction. Suggested locations for sewage hauling and/or bypass pumping are shown on the Plan Sheets.
17. According to MDNR regulations, when water mains and sewers cross, a minimum of 24-inches of clearance shall be maintained between the water mains and the sewers. When 24-inches cannot be maintained between the water main and the sewer, or when a water main must cross under a sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe for a distance of 10.0 feet on each side of the crossing. One full joint of sewer pipe shall be centered on the crossing so that the joints are a minimum of 10.0 feet from the crossing. Also the water main shall have one full joint of pipe centered on the crossing, so that the joints are a minimum of 10.0 feet from the crossing. When a water main is constructed parallel to a sewer, the horizontal separation shall be 10.0 feet. A water main may be constructed closer than 10.0 feet to a sewer if the water main is in a separate trench and the vertical separation between the top of the sewer and the bottom of the water main is a minimum of 24-inches. If a vertical separation of 24-inches cannot be maintained and if the water main is constructed closer than 10.0 feet to the sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe and shall be hydrostatically tested for water tightness. MDNR regulations do not allow for either the water main or the sewer to be encased in concrete when the minimum separation cannot be maintained.
18. Contractor shall provide a competent instrument person for staking of grades. Benchmarks for reference are shown on the Plan Sheets.
19. UTILITIES IN AREA:

<u>NAME</u>	<u>TELEPHONE NUMBER:</u>
City of Parkville (Roads, Storm Sewers)	741-7676
K.C.P.L. Co.	471-5275
AT&T	800-222-0400
Spire (was Missouri Gas Energy)	314-342-0810 OR 800-582-0000(EMERGENCY)
Time Warner Cable	358-5360
Missouri One Call System	800-Dig-Rite
Alliance Water Resources (Sanitary Sewer)	215-5690
Missouri American Water Co.	741-2992

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1 inch = 1,000 feet

MO Hwy 45

MO Hwy 9

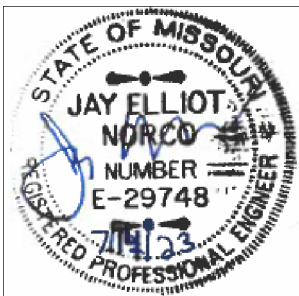
Riss Lake

Riss Lake Dr.

Project site: West side of Riss Lake Drive, about 200 south of Agron Street.

Lakeview Dr.

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr., Smithville, MO
64089 - northhillseng@gmail.com
CL #2012038740



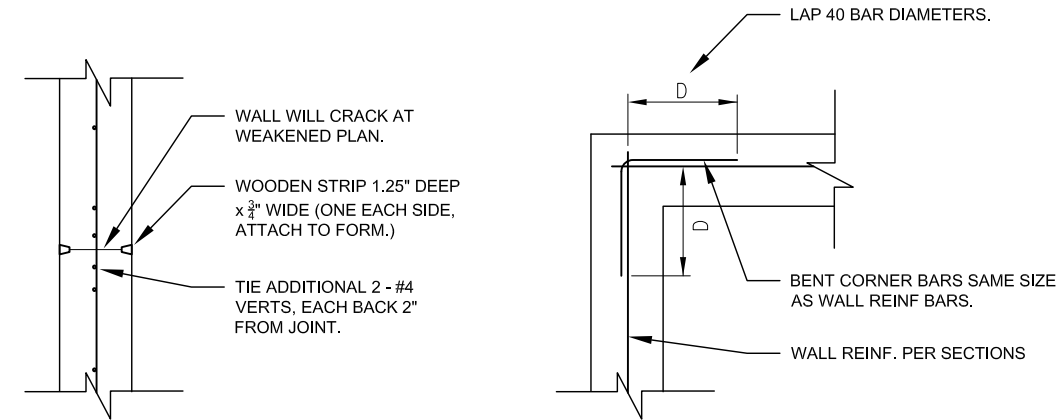
CITY OF PARKVILLE, MO
ODOR SYSTEM SITE REPAIRS
LOCATION MAP

Source: Esri, Mapbox

1. Unless noted otherwise, all materials and details of work shall comply with KC Metro APWA Specifications for Public Works Construction.
2. Concrete Mix: Shall conform to MCIB specifications, for MCIB Mix No. WA530-1-4-0.462, 4,000 psi design strength, air-entrained with water reducer, min 530 lbs cement per CY, max water 245 lbs per CY, 4-inch max slump.
3. Concrete Placement:
 - a. Wet subgrade prior to pouring. Spray forms with release oil.
 - b. Use blocks or chairs to hold up reinforcing bars.
 - c. For wall forms, use ties with cones, patch after pulling forms.
 - d. Pour slabs and walls continuously. Maximum interruption shall be 30 minutes. If interruption is longer, Contractor shall set a construction joint using a form with shear key.
 - e. Concrete trucks shall be staged appropriately. Trucks waiting 45 minutes before commencing unloading shall not be used and shall be sent away.
4. Concrete Finishing & Curing:

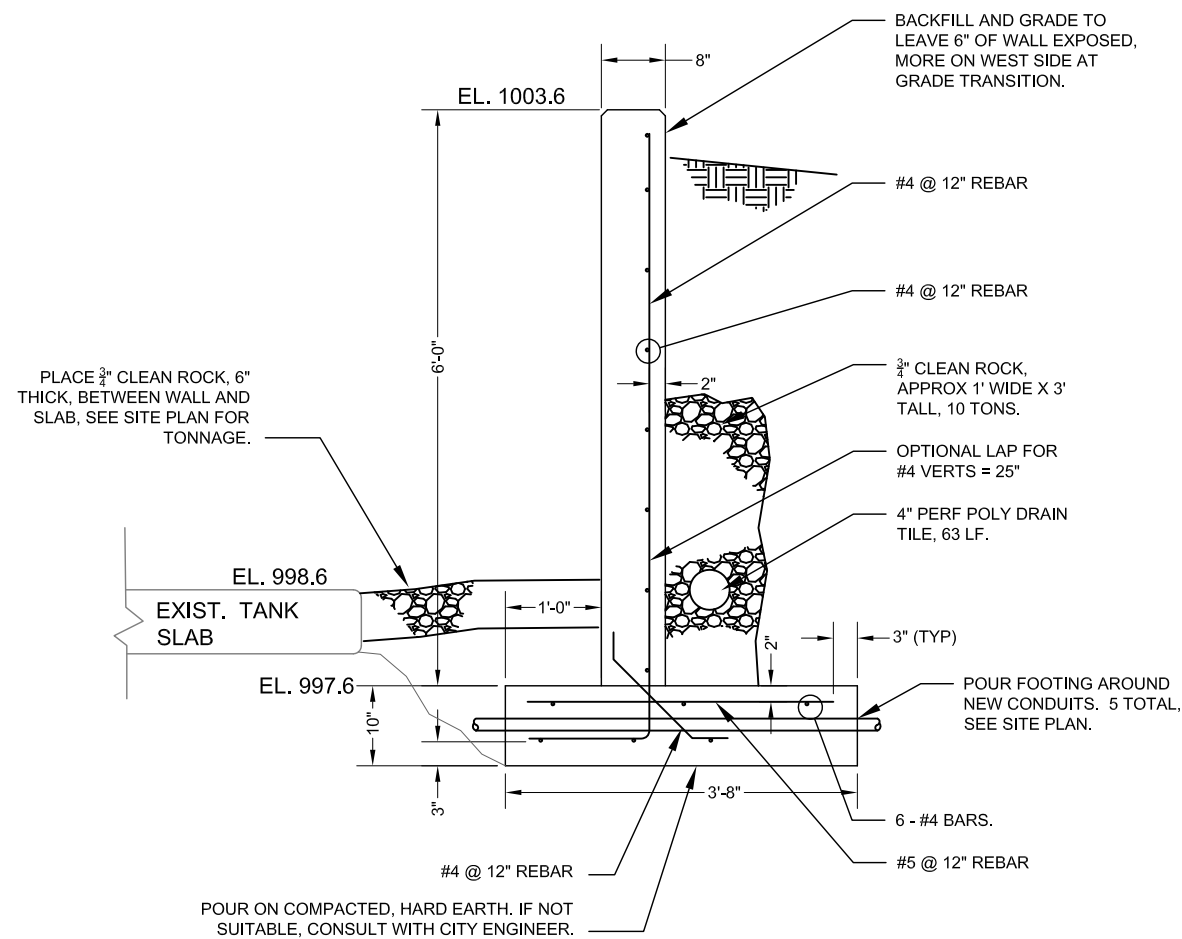
- a. Float, tool edges to form radius.
- b. Apply broom finish to slabs on grade, steel trowel finish to tops of walls.
- c. Apply curing agent: liquid membrane forming compound, ASTM C309, Type 1.
5. Expansion Joints: Use where noted on the Drawings. Shall be preformed asphalt-impregnated fiber, ASTM D1751.
6. Rebar shall be ASTM A615 Grade 60.
7. Contraction Joints in Slabs: Cut new flatwork into sections not exceeding 8 feet in length and width. Cut or tool approximately 1" deep, not greater than 1/4" wide. Sawed joints shall be made between 4 and 12 hours after finishing is complete.
8. Contraction Joints in Walls: As noted on Plans. Attach strip to forms on both sides of forms to form weakened plane.
9. Hot Weather Concrete Work: If temperature is 90 degrees F or above, follow the recommendations of ACI 305. Concrete shall have a maximum temperature of 85 degrees F during placement.

1. See Title Sheet.

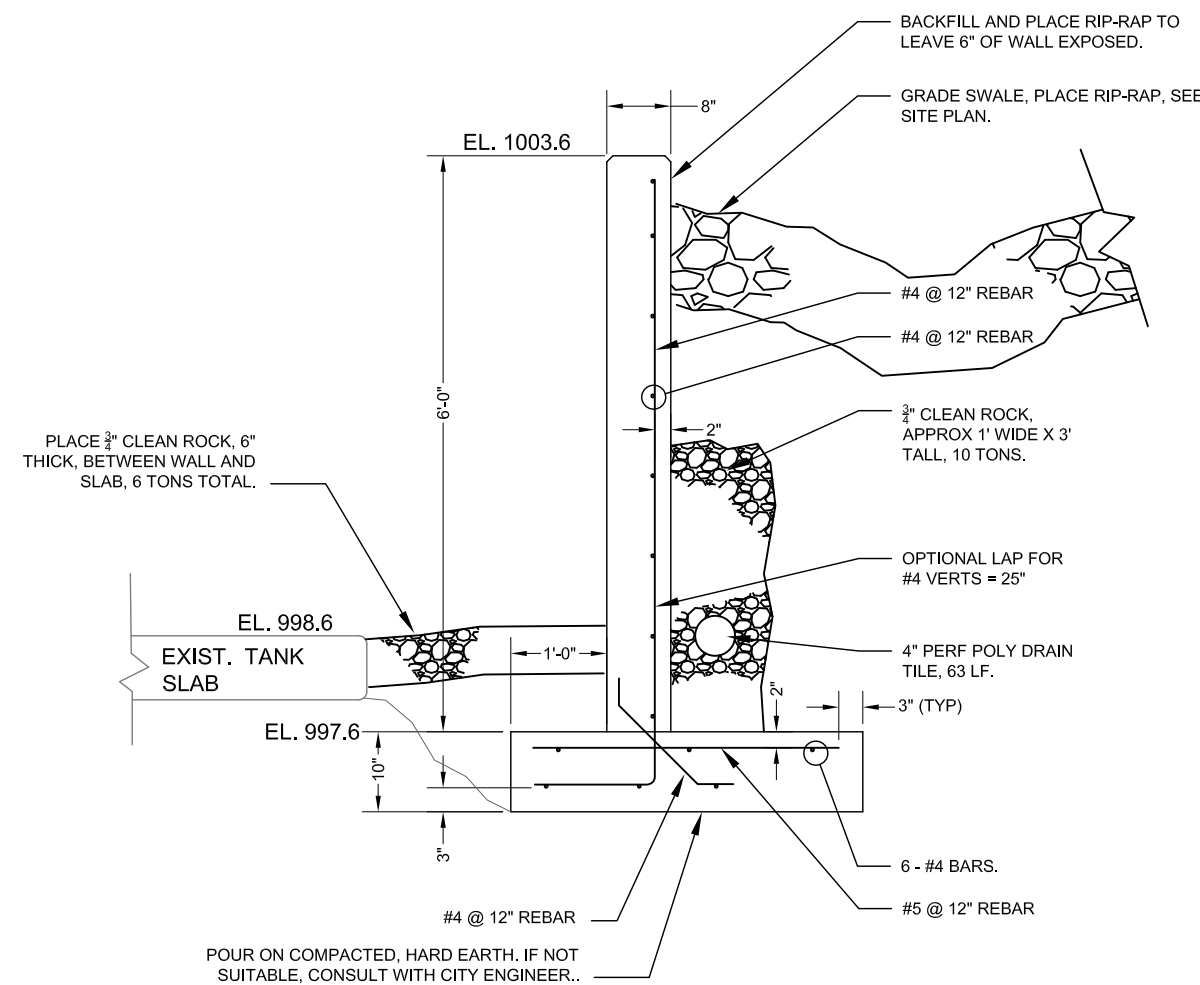


NTS

NTS



SCALE 1/2" = 1'-0"
(WEST SECTION IS SIMILAR, BACKFILL GRADE VARIES)



SCALE 1/2" = 1'-0"
(SOUTH SECTION IS SIMILAR.)

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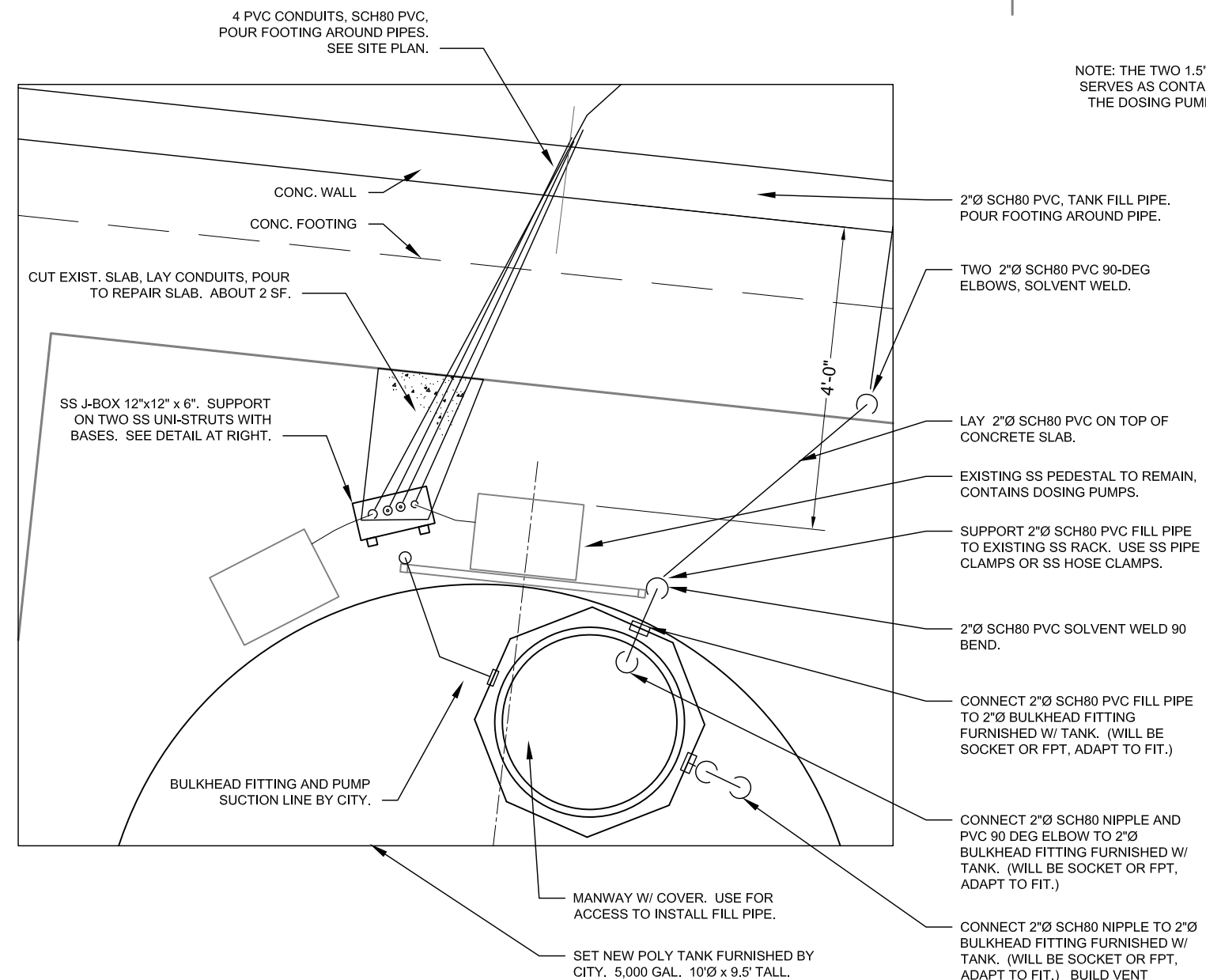
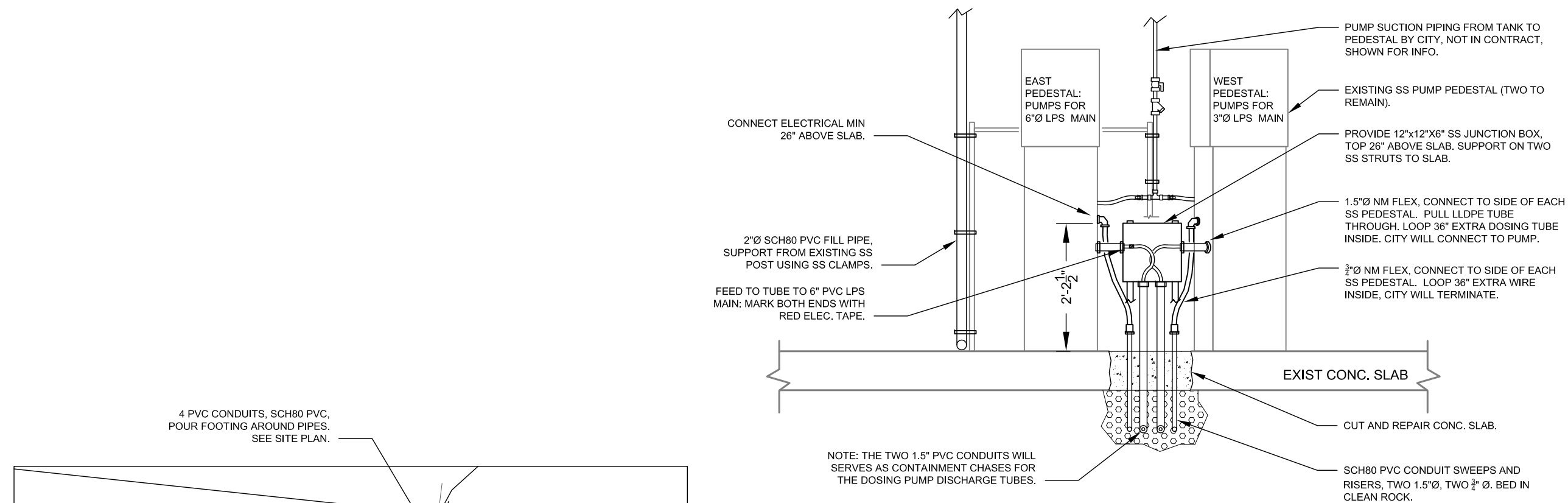
Jay E. Norco E-29748

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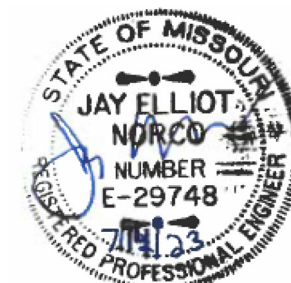
ODOR SYSTEM SITE REPAIRS RETAINING WALL SECTIONS

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Date:	7-14-23
Sheet:	6 of 13

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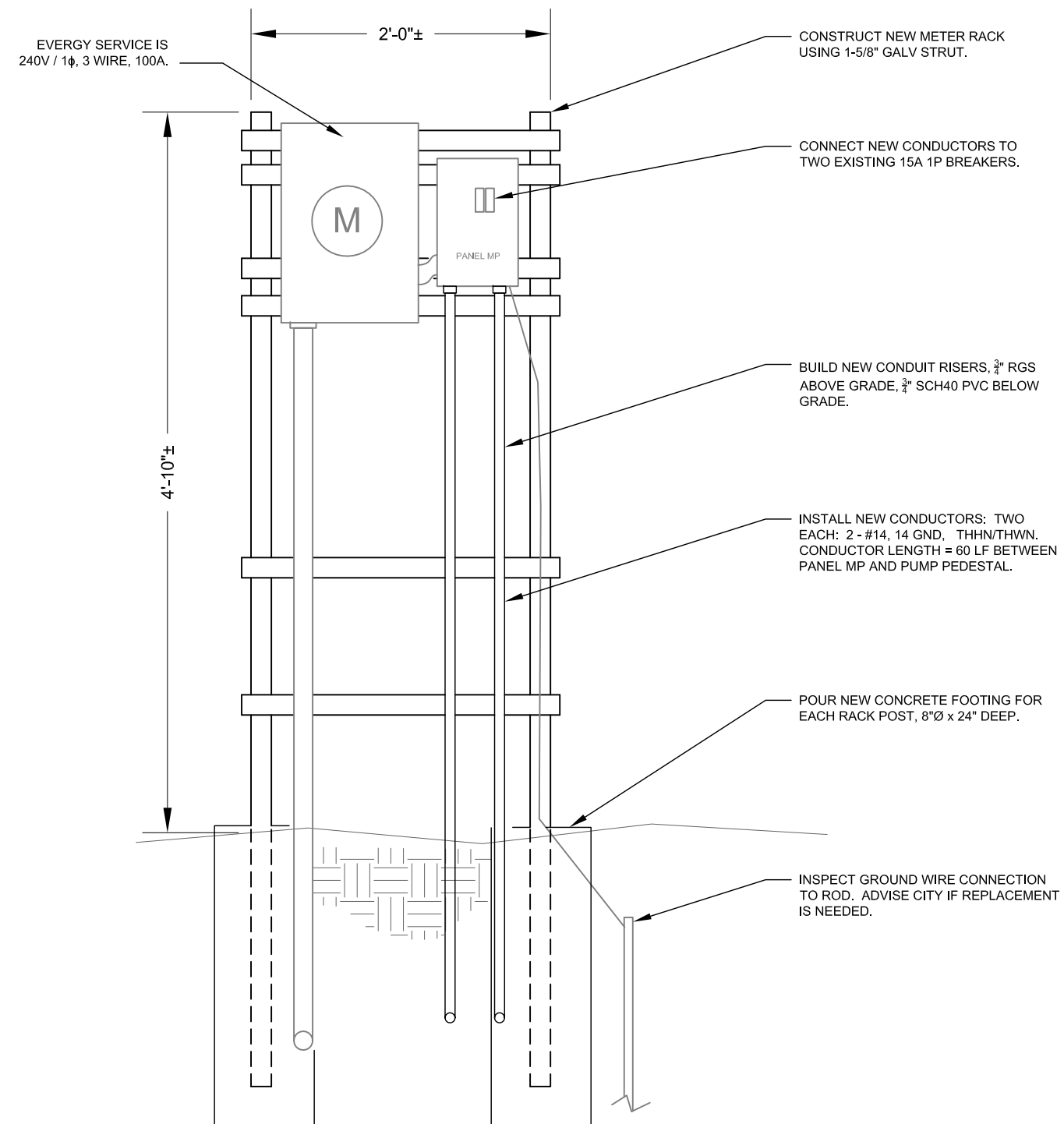
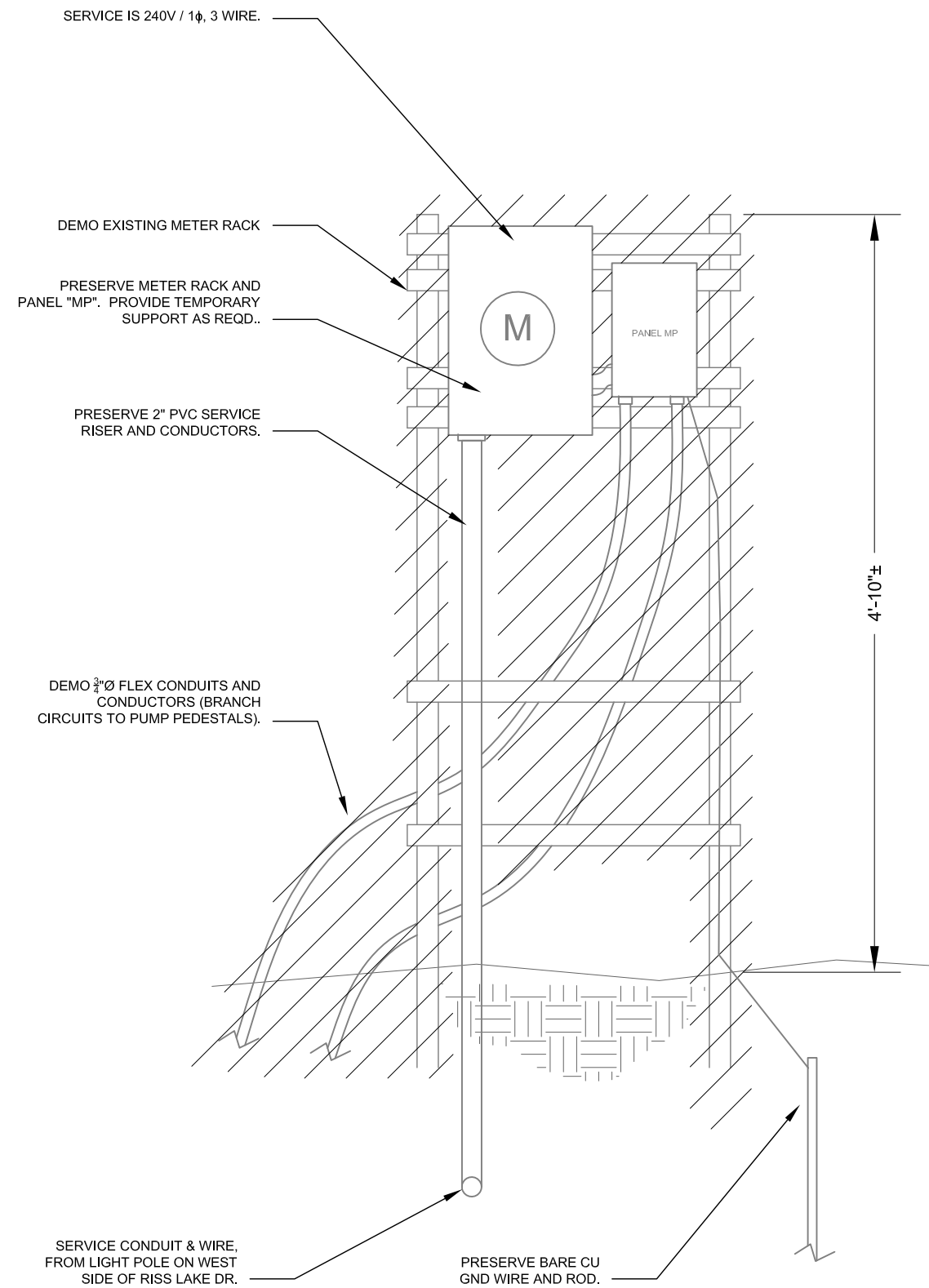
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88880 CLARK AVE. - PARKVILLE, MO 64152

ODOR SYSTEM SITE REPAIRS
AREA PLAN - PEDESTALS & TANK

ODUK SYSTEM SITE REPAIRS AREA PLAN - PEDESTALS & TANK

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Date:	7-14-23
Sheet:	7 of 13

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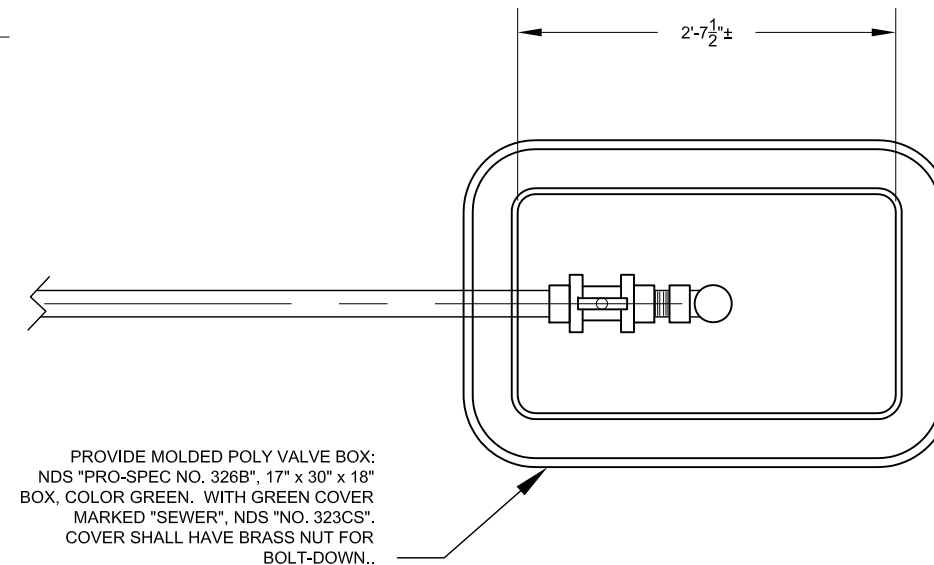
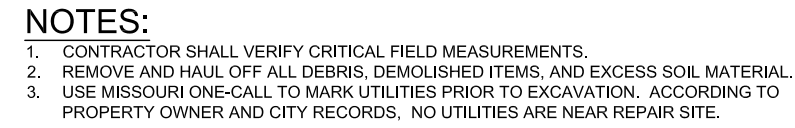
CITY OF PARKVILLE, MO
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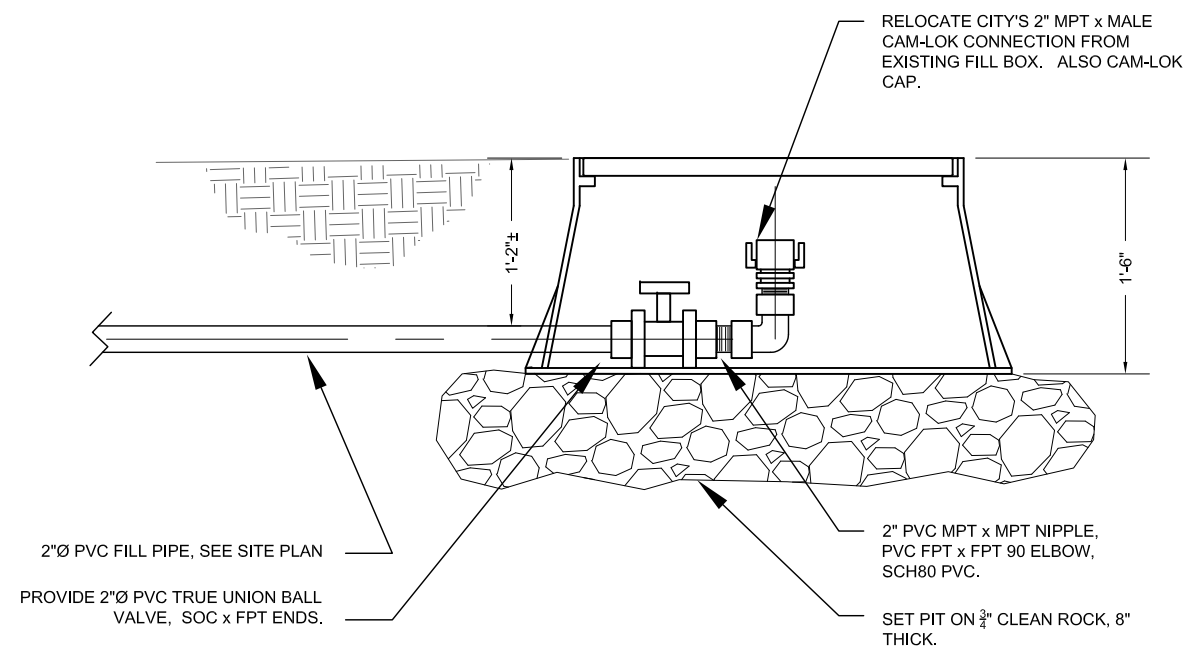
ODOR SYSTEM SITE REPAIRS
SERVICE RACK DETAILS

SERVICE RACK DETAILS

Design:	Drawn: JEN
Date:	7-14-23
Sheet:	8 of 13



PLAN - FILL VALVE PIT
SCALE 3/4" = 1'-0"



SECTION - FILL VALVE PIT

SCALE 3/4" = 1'-0"

[illegible]

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CL#2012038740



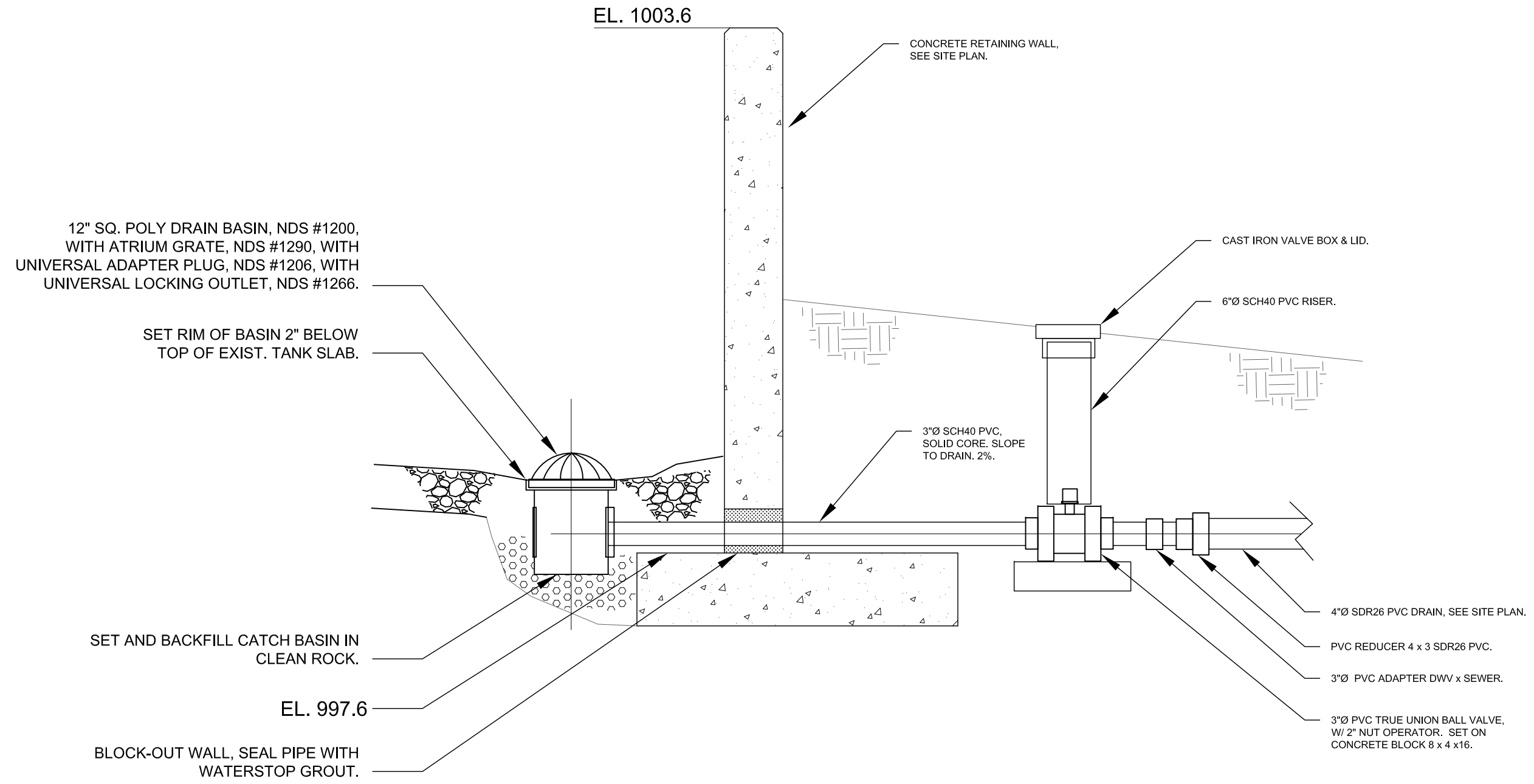
Jay E. Norco E-29748

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

3880 CLARK AVE. - PARKVILLE, MO 64152

ODOR SYSTEM SITE REPAIRS VALVE PIT DETAILS

Design:	Drawn: JEN
Date:	6-15-23
Sheet:	9 of 11



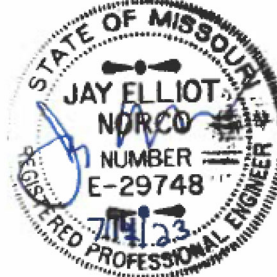
SECTION - DRAIN PIPE & VALVE
SCALE 3/4" = 1'-0"

Revisions	
No.	Description



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

CL#2012038740

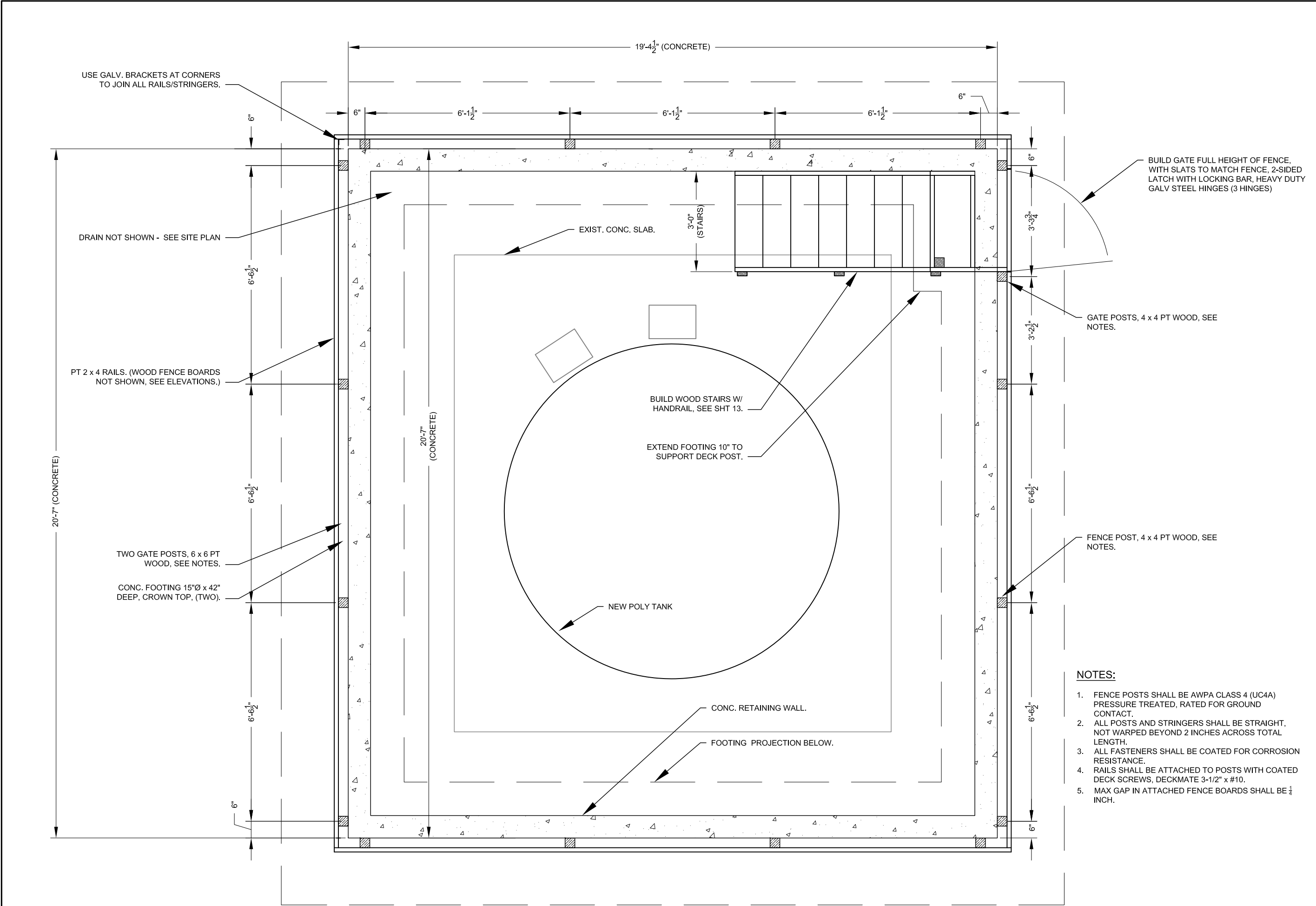


Jay E. Norco E-29748

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

ODOR SYSTEM SITE REPAIRS
DRAIN PIPE SECTION

Design:	Drawn: JEN
Date:	7-14-23
Sheet:	10 of 13



FENCE PLAN
SCALE 3/8" = 1'-0"

- NOTES:
- 1. FENCE POSTS SHALL BE AWPA CLASS 4 (UC4A) PRESSURE TREATED, RATED FOR GROUND CONTACT.
 - 2. ALL POSTS AND STRINGERS SHALL BE STRAIGHT, NOT WARPED BEYOND 2 INCHES ACROSS TOTAL LENGTH.
 - 3. ALL FASTENERS SHALL BE COATED FOR CORROSION RESISTANCE.
 - 4. RAILS SHALL BE ATTACHED TO POSTS WITH COATED DECK SCREWS, DECKMATE 3-1/2" x #10.
 - 5. MAX GAP IN ATTACHED FENCE BOARDS SHALL BE 1/4 INCH.

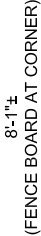
Revisions	
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NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
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Jay E. Norco E-29748

CITY OF PARKVILLE, MO 8880 CLARK AVE. - PARKVILLE, MO 64152	Design:
	Drawn: JEN
	Date: 7-14-23
Sheet: 11 of 13	



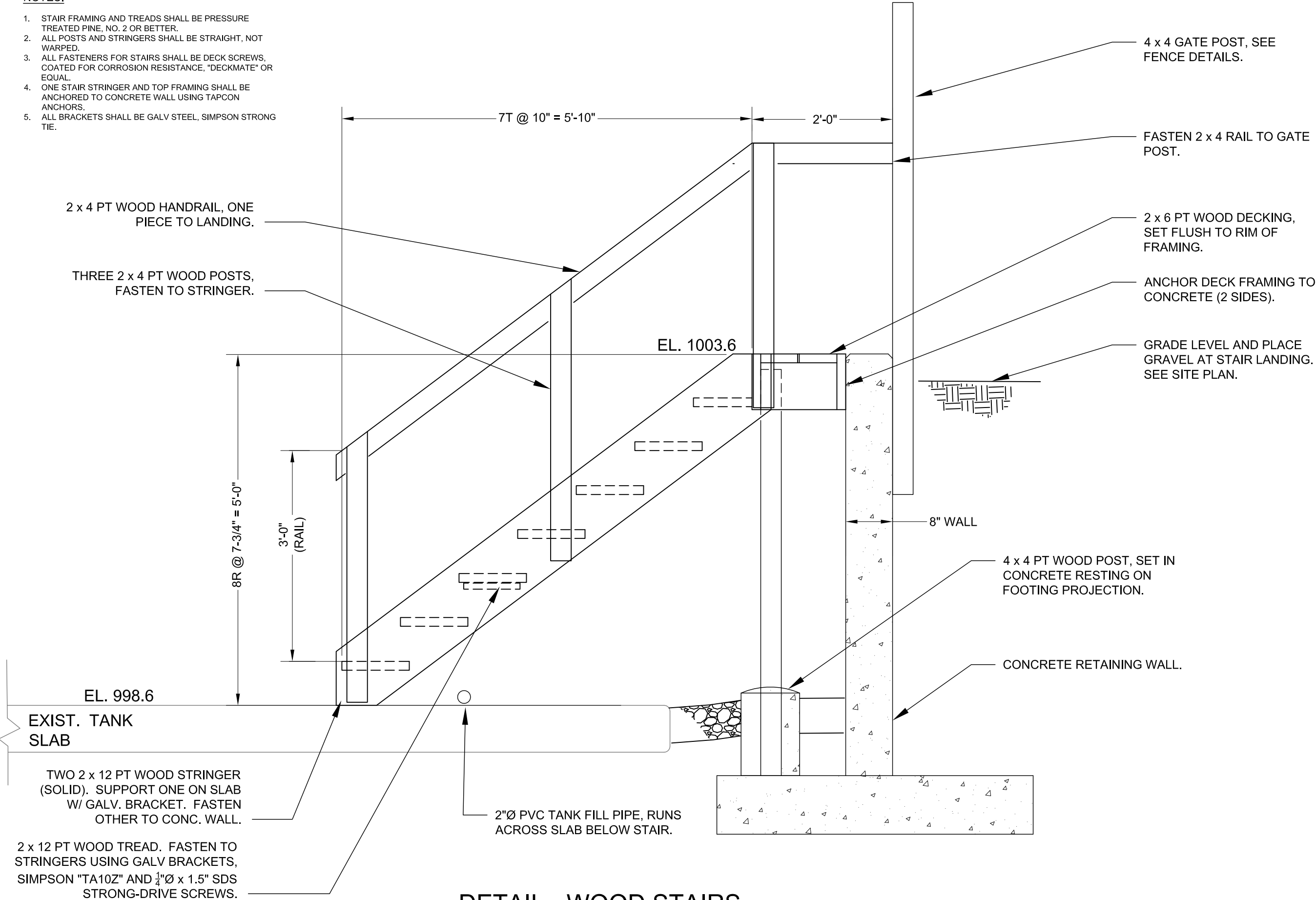
SCALE 3/8" = 1'-0"



SCALE 3/8" = 1'-0"

NOTES:

1. STAIR FRAMING AND TREADS SHALL BE PRESSURE TREATED PINE, NO. 2 OR BETTER.
2. ALL POSTS AND STRINGERS SHALL BE STRAIGHT, NOT WARPED.
3. ALL FASTENERS FOR STAIRS SHALL BE DECK SCREWS, COATED FOR CORROSION RESISTANCE, "DECKMATE" OR EQUAL.
4. ONE STAIR STRINGER AND TOP FRAMING SHALL BE ANCHORED TO CONCRETE WALL USING TAPCON ANCHORS.
5. ALL BRACKETS SHALL BE GALV STEEL, SIMPSON STRONG TIE.



DETAIL - WOOD STAIRS

SCALE 3/4" = 1'-0"

Revisions		Description	
No.	Date		

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

CL#2012038740

Jay E. Norco E-29748

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

ODOR SYSTEM SITE REPAIRS
STAIR DETAILS

Design:	Drawn: JEN
Date:	7-14-23
Sheet:	13 of 13

City of Parkville - Odor System Site Repairs

Description of Unit Prices:

NOTES:

- a. The following unit price descriptions have been prepared by Engineer to summarize the work involved.
These descriptions apply in addition to the specific requirements set forth on the Drawings.
- b. All items of work required for a complete installation with complete restoration are required, whether specifically mentioned or not. Items of work not specifically mentioned shall be merged into the remaining unit prices.
- c. All unit prices shall include Contractor's allowances for supervision, general requirements, overhead, and profit.
- d. Contractors costs, general requirements, overhead, and profit shall be proportionally distributed among the unit prices.

1. Mobilization: **Work Includes:**

Includes mobilization to project site.

Also includes general administrative costs for setting up the project, and demobilization.

2. Site Demolition: **Work Includes:**

Dismantling of fence of setting at roadway for City to haul off.

Demolition of existing chemical tank, fill piping, poly fill station.

Demolition of existing concrete slab at old tank..

Demolition of existing manway riser at old buried tank, and filling with earth.

Minor removal of shrubs and brush as required to perform the Work.

Hauling and disposal of debris and demolished items.

Unit: Lump Sum covering all work under this bid item.

3. Pump & haul contents of old buried tank, 2,500 gallons: **Work Includes:**

Using existing access manway to access buried tank.

Pumping and hauling existing groundwater inside tank.

Hauling and disposal in City gravity sewer system, approx. 2 miles distant.

Unit: Lump Sum covering all work under this bid item.

4. Fill old buried tank with flowable fill: **Work Includes:**

Using chutes and/or hose to fill tank using existing manway.

Fillling tank with flowable fill, up to bottom of manway riser.

Unit: Per cubic yard poured, covering all work under this bid item.

5. Lay buried PVC conduits & chemical tubing: **Work Includes:**

Excavation and backfilling for trench.

Placement of gravel bedding for PVC conduits.

Laying PVC conduits for electrical, tank fill pipe, chemical feed pipe chases.

Connecting new 1-1/2 inch PVC pipe chases to ends of existing pipe stubs near valve pit.

Pulling flexible tube inside chemical pipe chases, from tank pedestals to valve pit.

Unit: Lump Sum covering all work under this bid item.

6. Install new chemical tank (furnished by City): **Work Includes:**

Prior to movement, inspecting tank and verifying absence of damage.

Inspecting bottom of tank to verify absence of damage.

Moving tank furnished by City (Owner) from roadway to location on existing slab.

Using extended forks and straps as required to secure tank and prevent damage.

Moving and orienting tank on slab as noted on Drawings.

Removing all skids and packing material and disposing of such.

Unit: Lump Sum covering all work under this bid item.

7. Construct concrete retaining wall: **Work Includes:**

Construction of concrete footing and concrete walls.

Placement and removal of forms, including bracing and ties as required.
 Placement of concrete around PVC conduits as noted on Drawings.
 Wall blockout for drain pipe, as noted on Drawings.
 Furnishing, placing, and tying reinforcing steel, including spacers and chairs as required.
 Placement of control joints as noted.
 Making chamfers or finished radius on tops of walls.
 Pouring readi-mix concrete and consolidation using a vibrator.
 Observing time limitations for stripping forms and backfilling.
 Finishing tops of walls, applying curing agent to concrete wall surfaces.
 By 3rd party testing service: slump, air tests, cylinders for each pour.
Unit: Lump Sum covering all work under this bid item.

8. Install piping and junction box at chemical tank & pedestals: *Work Includes:*

Laying PVC electrical and pipe conduits from wall footing to existing pedestals.
 Shallow excavation, clean rock bedding, backfill with clean rock.
 Using SCH80 pipe inside wall footing and extending above tank slab.
 Cutting and patching existing tank slab for conduit risers.
 Construction of junction box, supporting struts, and conduit connections.
 Construction of flex conduits from conduits and box to existing pedestals.
 Construction of PVC fill pipe across concrete slab, up side of new tank, and connecting to tank.
 Construction of PVC vent pipe gooseneck at new tank .
Unit: Lump Sum covering all work under this bid item.

9. Modify existing valve pit: *Work Includes:*

Coordinating with City to ensure valves are closed to isolate pit.
 Entering pit, cutting and capping existing 1/2 inch feed pipe.
 Installing PVC barbed adapter fittings to accommodate new tubing.
 Connecting new LLDPE tubing to barb fittings, ensuring joints are tight.
Unit: Lump Sum covering all work under this bid item.

10. Install new poly valve box for fill valve: *Work Includes:*

Installing new molded poly valve box.
 Excavation, gravel foundation, backfilling.
 Installing new ball valve, PVC fittings.
 Installing re-located cam lock adapter and cap from old fill box.
Unit: Lump Sum covering all work under this bid item.

11. Construct catch basin, drain pipe & valve: *Work Includes:*

Installing new molded poly catch (drain) basin, with grate and pipe connectors.
 Excavation, gravel foundation, backfilling.
 Installing new ball valve, PVC fittings.
 Installing new PVC riser and cast iron box & lid.
 Laying PVC pipe from drain basin to daylight, with min 2% slope.
 Grouting PVC drain pipe through block-out in wall.
 Installing HDPE corrugated drain tile around 3 sides of concrete retaining wall.
 Placing gravel bedding around drain tile (Note: Gravel tonnage is separate unit price.)
 Adapting corrugated HDPE to solid wall PVC.
Unit: Lump Sum covering all work under this bid item.

12. Electrical: Conduits, wiring, build new service rack: *Work Includes:*

Demolition of existing service rack.
 Supporting existing meter and service riser as required.
 Construction of new service rack and two conduit risers for branch circuits.
 Pouring new concrete footings for new rack posts.
 Inspection of ground rod and wire, bond .
 Installing new conductors from existing breaker box to existing pedestals at tank.

Unit: Lump Sum covering all work under this bid item.

13. Site grading, excavation, backfill: Work Includes:

Excavation and backfill for new retaining wall.
Compaction of earth backfill, using excavator bucket.
Grading of ditch around east and south sides of new retaining wall area.
Site grading, finish grading.
Hauling in 16 CY (in place, 21 CY bulk) of clean earth fill material, and placement.
Unit: Lump Sum covering all work under this bid item.

14. Place & spread clean gravel: Work Includes:

Delivering, placing, and spreading clean rock.
Applies to gravel surfacing and to clean rock around drain tile around new walls.
Site grading, finish grading.
Unit: Per the ton in place, covering all work under this bid item.

15. Construct wood fence: Work Includes:

Delivering and placing wood materials for posts, rails, fence boards.
Inspecting wood fence materials and rejecting warped members.
Verifying that all fasteners are coated or galvanized as specified.
Anchoring fence posts to existing concrete wall.
Coordination and adjustment of gate posts with wooden stair construction.
Fastening fence rails to posts, including use of galvanized brackets at corners.
Fastening fence fence boards to rails.
Cutting and trimming fence boards to ensure straight and level top of fence.
Cutting and trimming fence boards to ensure uniform space between grade and bottom of boards.
Constructing fence gate with bracing, hinges, and latch hardware.
Unit: Lump Sum covering all work under this bid item.

16. Construct wood stairs: Work Includes:

Delivering and placing wood materials for frame, stringers, treads, deck boards.
Inspecting wood materials and rejecting warped members.
Verifying that all fasteners are coated or galvanized as specified.
Framing and stringer existing concrete wall.
Setting deck post and pouring concrete foundation, down to footing projection.
Building stairs to specified rise and run.
Building and bracing handrail.
Unit: Lump Sum covering all work under this bid item.

17. Place rip-rap: Work Includes:

Excavation to key-in rock mat, so edges are flush with adjacent grade.
Delivering and placing stone rip-rap of the size specified.
Placing heavy duty filter fabric.
Adjustment of rock to achieve ditch slope and cross-slope.
Unit: Per the ton in place, covering all work under this bid item.

18. Surface restoration behind sidewalk: seed, starter fertilizer, straw: Work Includes:

Finish grading to scarify and loosen compacted areas.
Placement of starter fertilizer, seed, and straw.
Unit: Lump Sum covering all work under this bid item.

19. Surface by sodding, between sidewalk & curb: Work Includes:

Grading to ensure necessary depth for smooth transition with adjacent areas.
Finish grading to scarify and loosen compacted areas.
Placement of sod.
Initial watering to saturate sod.

Unit: Lump Sum covering all work under this bid item.

20. Traffic control: *Work Includes:*

Placement of warning signs for southbound traffic on Riss Lake Drive.

Use of cones, barricades, and tape to cordon off construction areas, including sidewalk foot traffic.

Note: Outside of construction hours, use of existing sidewalk shall be restored.

Use of cones and barricades to divert traffic around construction equipment and activities.

Use of flagmen, as required in the event that reduction of traffic to one lane is required for brief intervals.

Unit: Lump Sum covering all work under this bid item.

END OF DOCUMENT

CITY OF PARKVILLE

Policy Report

Date: September 6, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with Havens Construction for the North National Drive Drainage Improvements Capital Improvement Project (Public Works)

BACKGROUND:

The project is for stormwater improvements at 7170 N. National Drive where an area behind two homes has a sump condition causing the accumulation of stagnant water. It will add additional high density polyethylene pipe to connect the drainage system from N. National Drive to a culvert under N. Crooked Road to provide a means for stormwater to properly drain.

The project received five bids and Havens Construction was selected as the low bidder at \$62,950.

BUDGET IMPACT:

This project was an unfunded planned project and is a stormwater maintenance project, which was part of the \$15,000 budgeted in FY 2023 (40-520.07-32-00). It received a stormwater grant from Platte County for \$45,550, external funding from The National Homeowners Association of \$6,000 (+previous \$2,000 toward preparation work for a total of \$8,000), and the homeowner at 7170 N. National Drive contributed \$4,000. The remaining \$7,400 will be provided out of the city budgeted line item.

STRATEGIC GOAL(S):

This project is part of Goal Area 2: Infrastructure and Public Facilities Strategy C to Strategically Expand Facilities to improve the functionality of the storm sewer system and remove adverse conditions.

ALTERNATIVES:

1. Approve the agreement with Havens Construction for the North National Drive Drainage Improvements.
2. Do not approve the item.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the North National Drive Drainage Improvements agreement with Havens Construction in the amount of \$62,950.00.

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 an agreement with Havens Construction for the North National Drainage Improvements in the amount of \$62,950.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement
3. Bid Set

BID TABULATION

North National Drive Drainage Improvements
Bid Opening Tuesday, August 22, 2023
10:30 a.m., Public Works Conference Room

Bidder Name	TOTAL
Havens Construction Liberty, MO	\$62,950
Legacy Underground Construction, Inc. Harrisonville, MO	\$115,650
T&B Trucking & Excavating, LLC Hurdland, MO	\$85,000
TanTyTum Contractors, LLC KCMO	\$79,790
Wiedenmann, Inc. Belton, MO	\$89,860

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF:

NORTH NATIONAL DRIVE DRAINAGE IMPROVEMENTS

This agreement is made and entered into this 19th day of, September, 2023 by and between the City of Parkville, Missouri, (hereinafter the "City") and **HAVENS CONSTRUCTION** (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 Kansas 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 **SIXTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO/100 (\$62,950.00)** (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 **60 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 B-3 Maintenance Bond
- Exhibit C List of Plans (by sheet number and date), including all addenda thereto
- Exhibit D List of Specifications (by Section number) including all addenda thereto
- 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, the 19th day of September, 2023.

CITY OF PARKVILLE, MISSOURI

By: DEAN KATERNDAHL

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

HAVENS CONSTRUCTION

By _____

Title

(SEAL)

Justin Bolsenga
Vice-President

(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.)



HAVENS
CONSTRUCTION

CORPORATE RESOLUTION

I, Lisa J. Holsted, do hereby certify that at a meeting of the Board of Directors of Havens Construction Company, Inc., a Corporation organized under the laws of Missouri, held on the 16th day of June, 2022, the following resolutions were duly adopted and are now in full force and effect:

RESOLVED, that Justin M. Bolsenga, the Vice President is fully authorized to enter into agreements, contracts and arrangements and to execute, sign or endorse on behalf of the Corporation any papers, documents, contracts or agreements and to affix the corporate seal on same.

In witness whereof, I have hereunto set my hand this 16th day of June, 2022.



Lisa J. Holsted
Corporate Secretary

CITY OF PARKVILLE, MISSOURI

NORTH NATIONAL DRIVE DRAINAGE IMPROVEMENTS



SHEET LIST:

- 1. TITLE SHEET & NOTES
- 2. GENERAL NOTES
- 3. LOCATION MAP
- 4. SITE ACCESS PLAN
- 5. IMPROVEMENTS PLAN
- 6. PROFILE - LINE 1
- 7. SECTIONS & DETAILS
- 8. DRAIN TILE DETAILS

OVERALL SEQUENCE OF CONSTRUCTION

- 1. The following sequence of construction is proposed by Engineer. Contractor may modify this sequence with the consent of City.
- 2. Shop drawing submittals and approvals.
- 3. Mobilize.
- 4. Take delivery of all major materials and structures.
- 5. Locate utilities.
- 6. Perform clearing and grubbing, only as required to perform the work.
- 7. Set new storm junction box.
- 8. Modify existing field inlet, core/cut holes for proposed pipes.
- 9. Lay new 18-inch HDPE from existing field inlet to new junction box.
- 10. Lay new HDPE drain tile from existing field inlet, set new catch basin inlet, connect to existing gutter downspouts.
- 11. Pour new concrete for inverts in existing field inlet and new junction box.
- 12. Import earth fill, place and grade around new junction box and to repair eroded embankment.
- 13. Grade new drainage swale, line with TRM, place rip-rap.
- 14. Line new embankment with ECB.
- 15. Complete clean-up and restoration.

TIME LIMITATIONS

- 1. Contractor and City recognize that the Work must be completed expeditiously and with minimum delay and inconvenience to residents. Accordingly, the following limitations shall apply.
- 2. All Work shall be complete within 60 calendar days of City's written Notice to Proceed.
- 3. From the time Contractor mobilizes to the site, all improvements shall be complete within 30 calendar days.
- 4. City will grant a time extension for days of inclement weather when Contractor is unable to work.
- 5. Refer to Contract Documents for liquidated damages provisions.

TRAFFIC CONTROL & ROAD CLOSURES

- 1. Contractor is responsible for traffic control, signage, flagmen, barricades, etc. in the event that the roadway is obstructed as part of the work.
- 2. Contractor shall provide residents with vehicle access to their driveways.
- 3. All traffic control measures are incidental to the Work. No separate unit price applies.

CONCRETE & MATERIALS TESTING:

- 1. No materials testing is required of Contractor.
- 2. City may perform testing on concrete materials, soils compaction, and other items of work, at City's cost. In this case, Contractor shall cooperate with testing personnel and provide access to work for testing purposes.

Revisions	
No.	Description

The logo for North Hills Engineering, Inc. (MAE) features the letters "MAE" in a stylized, green, cursive font, with a green wave graphic below it.

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

CL#2012038740

A circular professional engineer seal for the State of Missouri. The seal contains the text "STATE OF MISSOURI", "JAY ELLIOT NORCO", "REGISTERED PROFESSIONAL ENGINEER", "NUMBER E-29748", and "08-01-23".

Jay E. Norco E-29748

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

N. NATIONAL DR. DRAINAGE IMPVMTS.
TITLE SHEET & NOTES

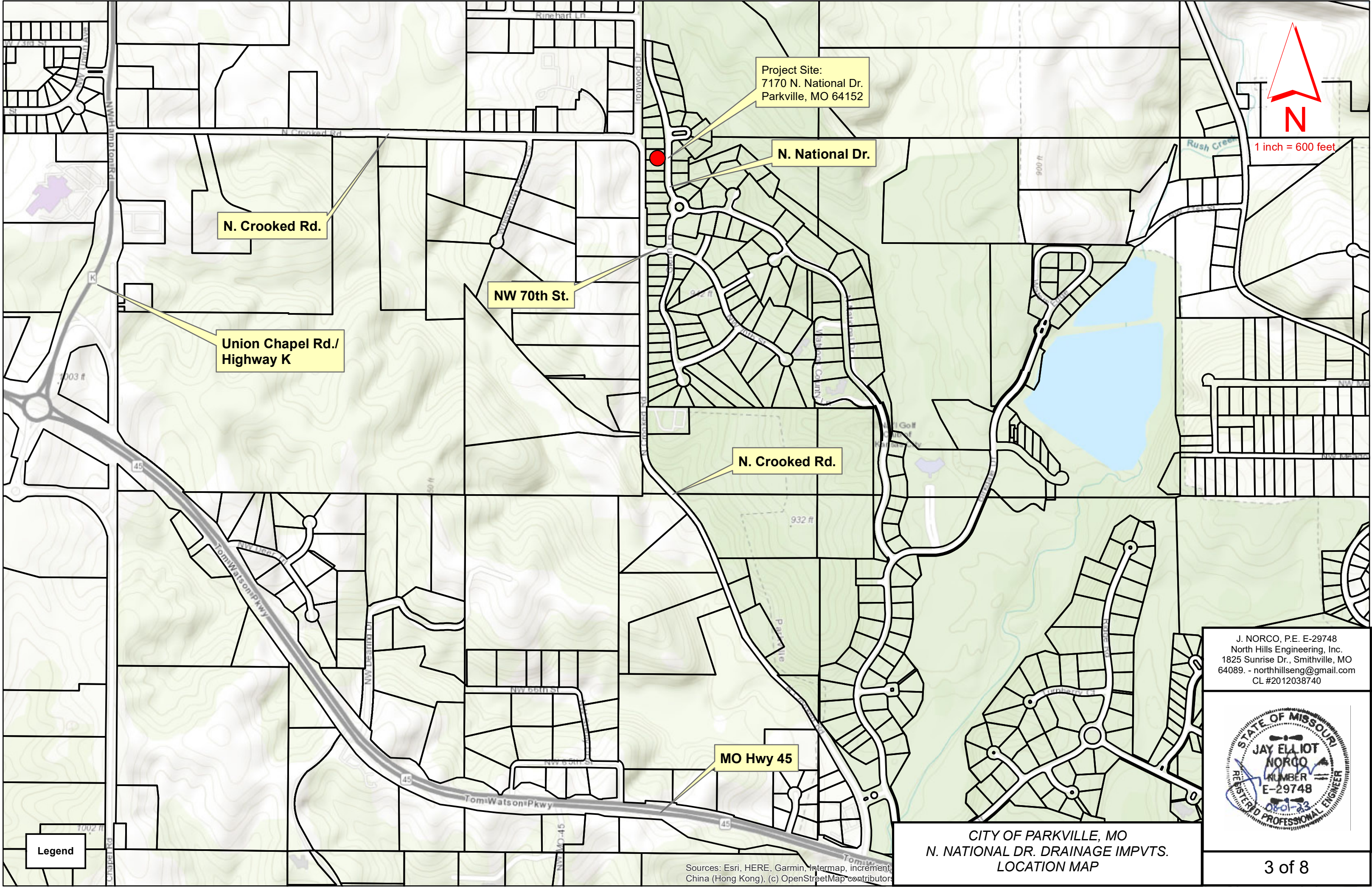
Design:	Drawn: JEN
Date:	7-28-23
Sheet:	1 of 8

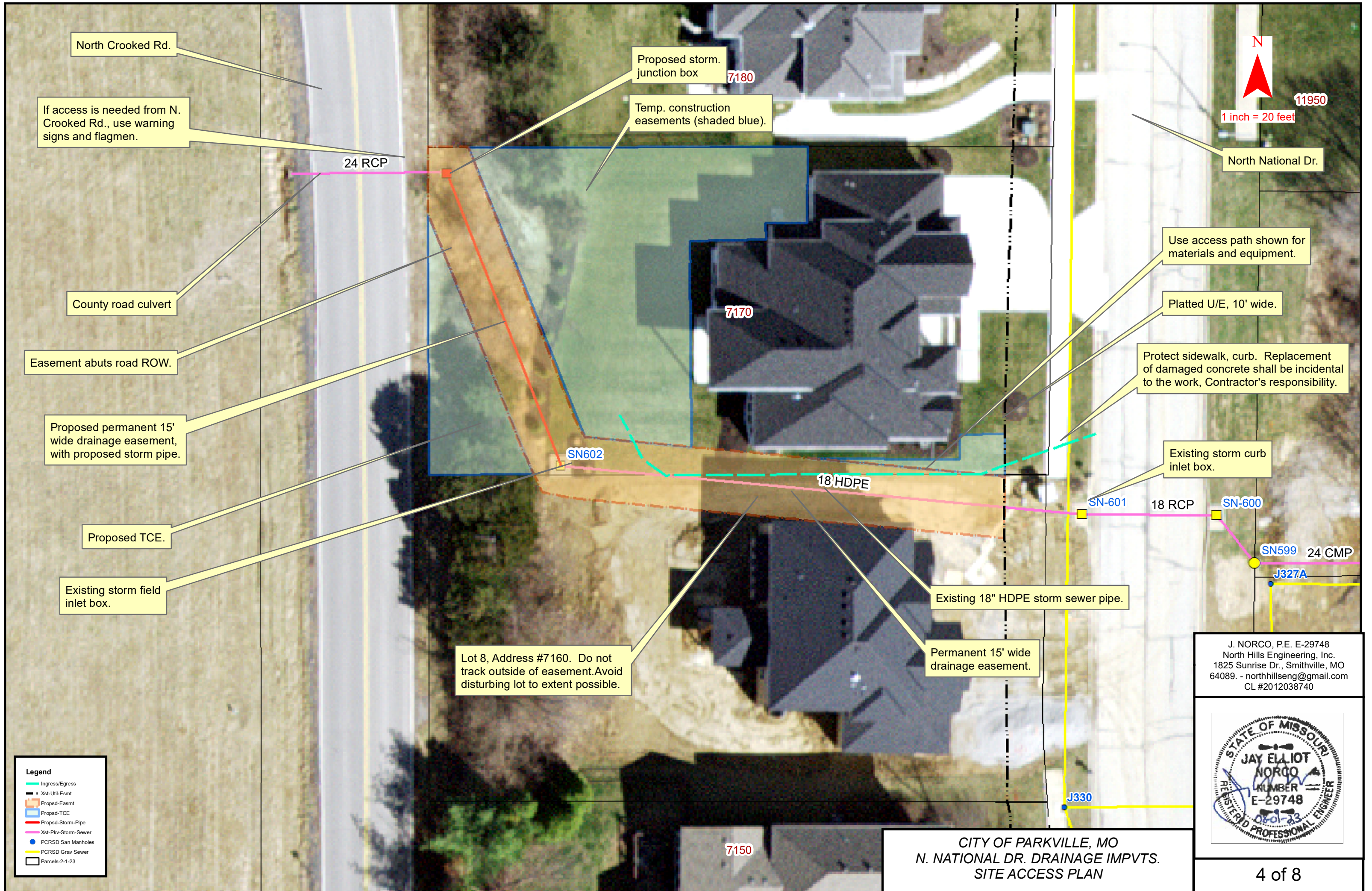
1. This contract includes the extension of storm sewer pipe, including one new junction box, laying new storm sewer pipe, modifying an existing field inlet, placing embankment fill, grading a shallow ditch, placing rip-rap, laying new drain tile and one catch basin inlet, surface restoration, and associated work. Refer also to the unit price descriptions for a detailed description of Work.
2. The Repairs shown herein will be constructed by a contractor for the City of Parkville, Missouri. Drawings have been prepared by North Hills Engineering, Inc. (Engineer).
3. These Drawings make reference to the APWA Specifications, which are understood to be the current edition of the Standard Specifications of Kansas City Metropolitan Chapter of the American Public Works Association.
4. Contractor shall use the Missouri "One-Call" System for utility notification and location, prior to excavation.
5. Contractor is responsible for means and methods of construction, and for jobsite safety.
6. Permits: This project requires neither a City nor a County Building Permit. However, Contractor and all subcontractors shall obtain a City occupational license at City Hall. Estimated cost is \$56.00.
7. The utility locations shown on these plans are taken from utility company records and recent locates and are approximations only. The locations shown do not constitute actual field locations unless so noted on the plans. Neither the Engineer nor the City assumes any responsibility for the accuracy of these locations nor for any additional utilities not indicated on the plans. Contractor shall verify existing dimensions and utilities prior to constructing the repairs and improvements. Contractor shall pothole utilities where noted on the Plan Sheets. Contractor shall be responsible for all damage to utilities.
9. The Contractor shall not be allowed to work on Sundays. Holiday and Saturday work shall be approved by City or Engineer.
10. Lineal foot measurements shown on the plans are horizontal measurements not slope measurements.
11. All excess soil and rock material from this project shall be removed from the project sites and disposed of by Contractor, unless Contractor reaches agreement with property owner for use/disposal of rock and soil material.
12. It shall be the responsibility of the contractor to protect the adjacent and downstream property owners from storm water, silt and erosion during all phases of construction.
13. Contractor shall restore existing surfaces and conditions to conditions equal to or better than existing conditions. Contractor shall be responsible for damage to all public and private property, resulting from Contractor's operations.
14. All Excavations shall be considered unclassified. However, Owner will compensate Contractor for removal of hard rock (requiring a hammer or rock trencher) on a per-cubic yard basis, at a rate of \$250.00 per cubic yard in-place. Contractor shall record the depths of hard rock removed, and write on the Record Drawings at 25-foot intervals.
15. All job-excavated trench backfill shall be compacted, using the tamping action of the excavator bucket. Granular backfill shall be compacted by vibratory means.
16. The contractor shall be required to keep the existing sanitary sewers operational during construction. Suggested locations for sewage hauling and/or bypass pumping are shown on the Plan Sheets.
17. According to MDNR regulations, when water mains and sewers cross, a minimum of 24-inches of clearance shall be maintained between the water mains and the sewers. When 24-inches cannot be maintained between the water main and the sewer, or when a water main must cross under a sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe for a distance of 10.0 feet on each side of the crossing. One full joint of sewer pipe shall be centered on the crossing so that the joints are a minimum of 10.0 feet from the crossing. Also the water main shall have one full joint of pipe centered on the crossing, so that the joints are a minimum of 10.0 feet from the crossing. When a water main is constructed parallel to a sewer, the horizontal separation shall be 10.0 feet. A water main may be constructed closer than 10.0 feet to a sewer if the water main is in a separate trench and the vertical separation between the top of the sewer and the bottom of the water main is a minimum of 24-inches. If a vertical separation of 24-inches cannot be maintained and if the water main is constructed closer than 10.0 feet to the sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe and shall be hydrostatically tested for water tightness. MDNR regulations do not allow for either the water main or the sewer to be encased in concrete when the minimum separation cannot be maintained.
18. Contractor shall provide a competent instrument person for staking of grades. Benchmarks for reference are shown on the Plan Sheets.
19. UTILITIES IN AREA:

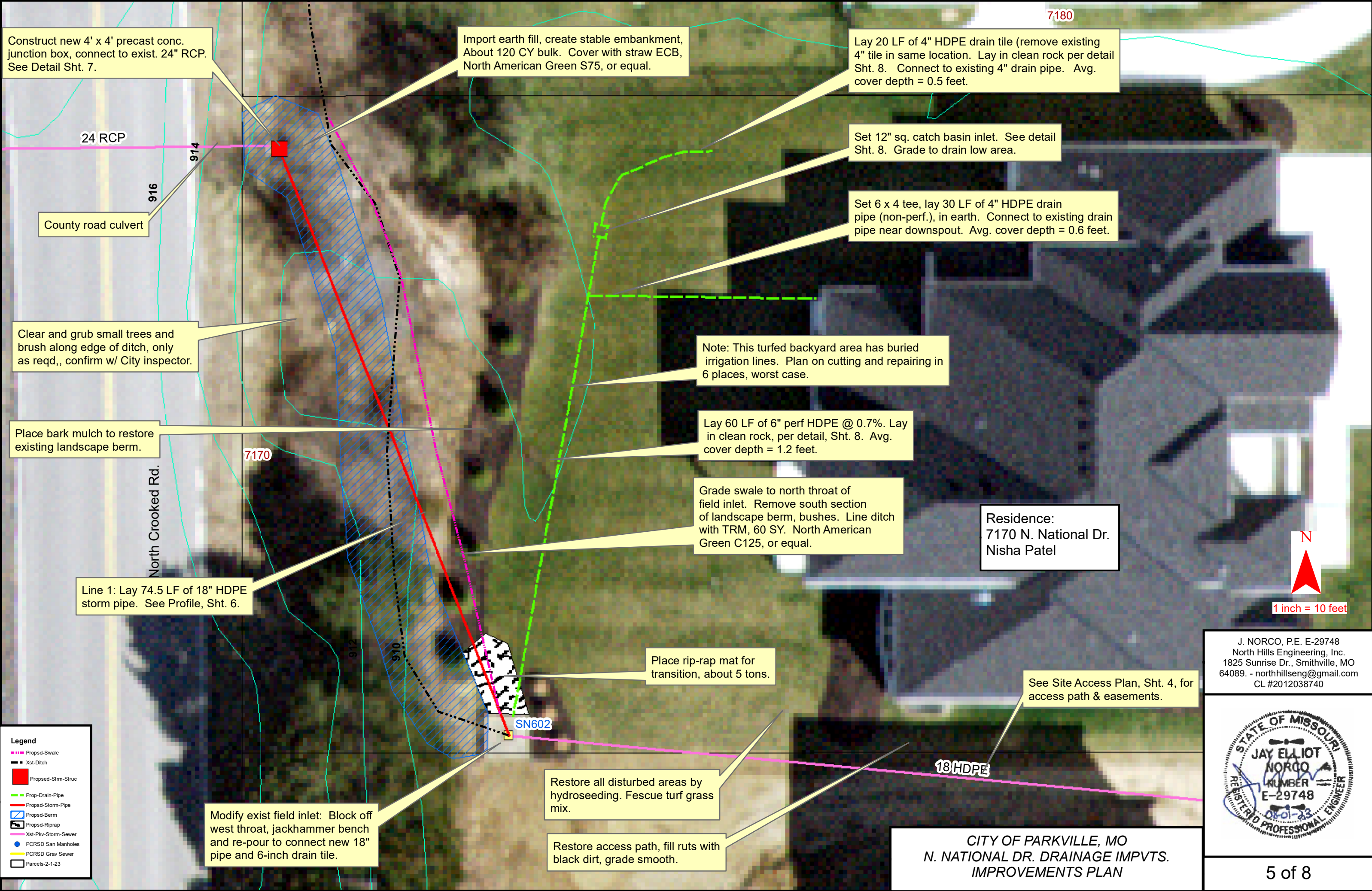
City of Parkville (Roads, Storm Sewers)
K.C.P.L. Co.
AT&T
Spire (was Missouri Gas Energy)
Time Warner Cable
Missouri One Call System
Platte Co. Regional Sewer District (Sanitary Sewer)
Missouri American Water Co.

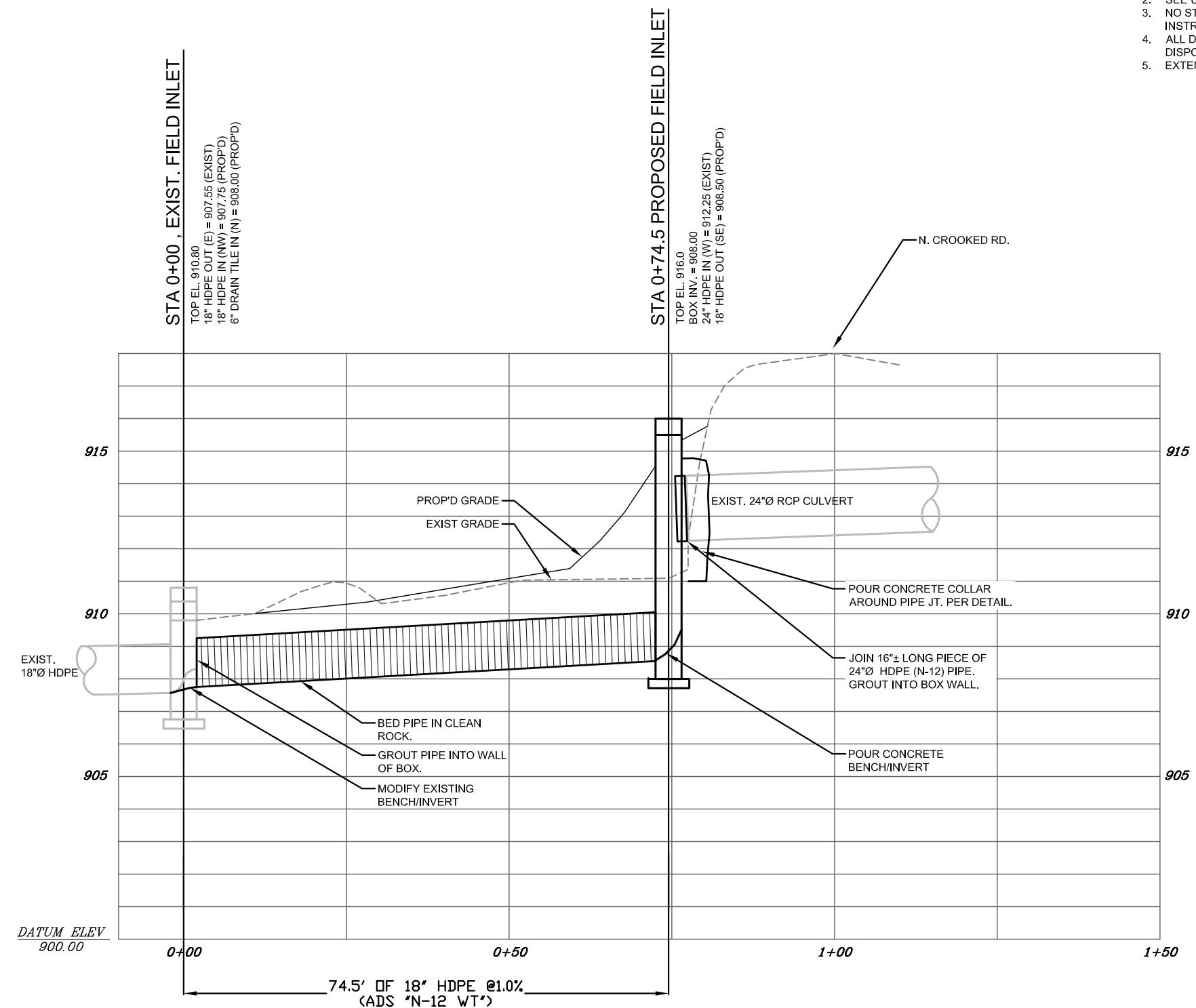
741-7676
471-5275
800-222-0400
314-342-0810 OR 800-582-0000(EMERGENCY)
358-5360
800-Dig-Rite
858-2052
741-2992

[illegible]









PROFILE LINE 1 - STORM SEWER

SCALE:
1"=20 'HORZ
1"=4 'VERT

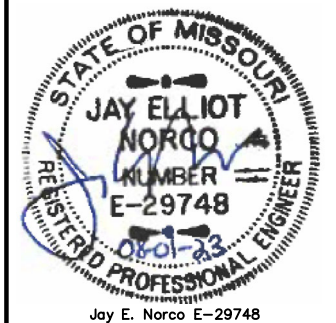
NOTES:

1. VERIFY LOCATION AND DEPTH OF UTILITIES CROSSING OR NEAR TO PROPOSED WORK.
2. SEE UNIT PRICE DESCRIPTIONS FOR ADDITIONAL INFO.
3. NO STAKING IS NECESSARY. CONTRACTOR SHALL EMPLOY A COMPETENT INSTRUMENT MAN, MAY USE EXISTING ELEVATIONS NOTED FOR REFERENCE.
4. ALL DEMOLISHED ITEMS AND EXCESS SOIL SHALL BE HAULED FROM THE SITE AND DISPOSED OF BY CONTRACTOR.
5. EXTENTS OF SURFACE RESTORATION DEPENDS ON CONTRACTOR.

[illegible]

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

CL#2012038740



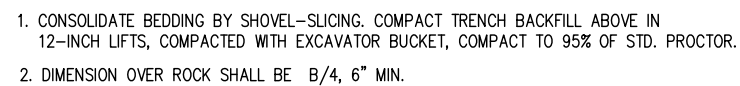
CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152

N. NATIONAL DR. DRAINAGE IMPVMTS.
PROFILE - LINE 1

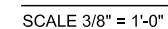
Design:	Drawn:
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Date:	7-28-23
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Sheet: 6 of 8

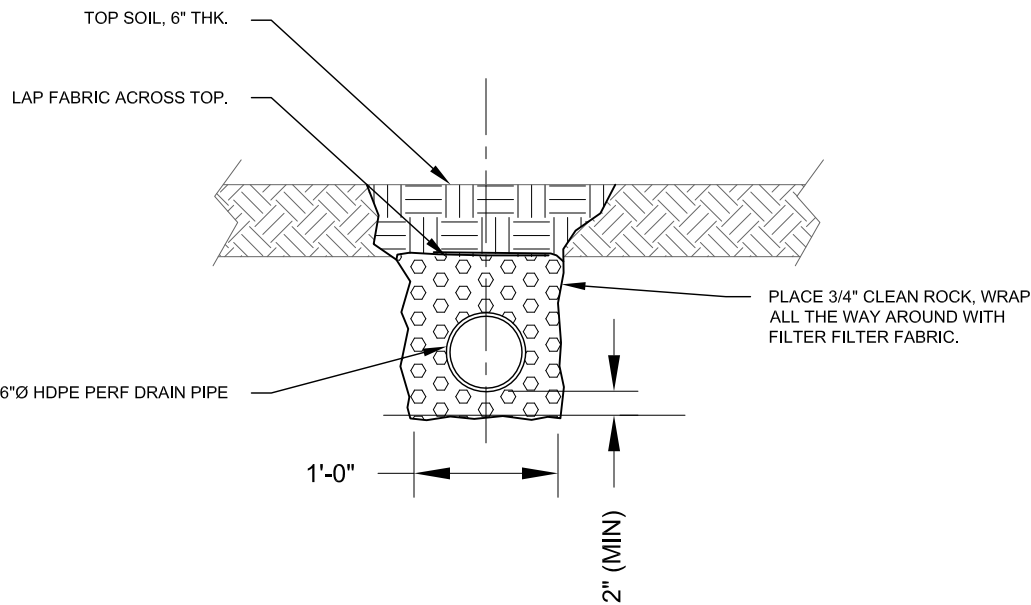


NOT TO SCALE

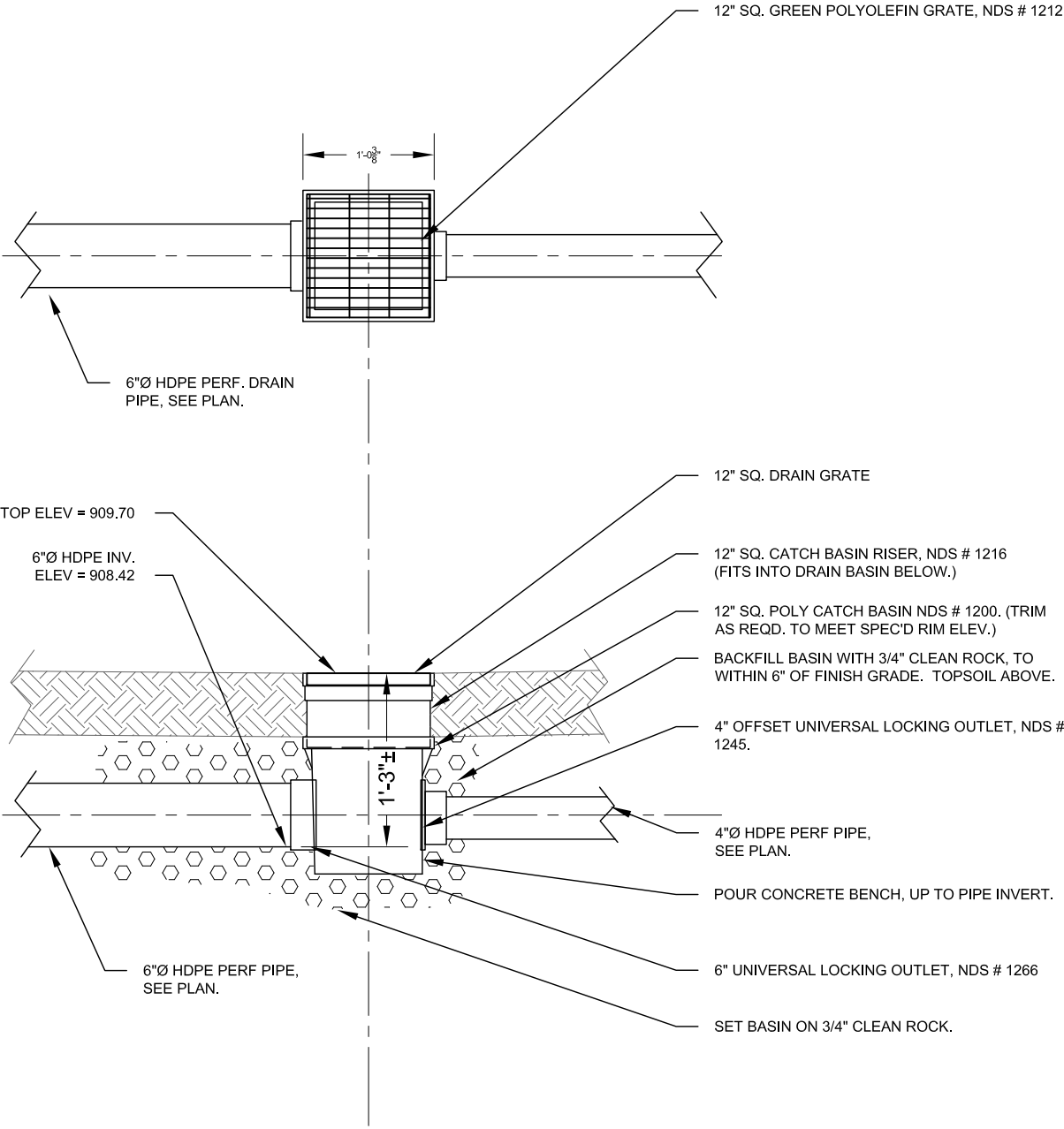
CL#2012038740

N. NATIONAL DR. DRAINAGE IMPVMTS. SECTIONS & DETAILS

Sheet: 7 of 8



6"Ø HDPE DRAIN TILE
SCALE 3/4" = 1'-0"



HDPE CATCH BASIN - 12" SQUARE
SCALE 3/4" = 1'-0"

Revisions	
No.	Description



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Jay E. Norco E-29748

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8880 CLARK AVE. - PARKVILLE, MO 64152

N. NATIONAL DR. DRAINAGE IMPVMTS.
DRAIN TILE DETAILS

Design:	Drawn: JEN
Date:	7-28-23
Sheet:	8 of 8