



FINANCE COMMITTEE

Monday, September 25, 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 September 11, 2023, meeting
 - B. Approve a purchase order with Crafcro Inc. for a crack seal machine for the Public Works Department (Public Works)
 - C. Approve agreements with BBN Architects, Garver, George Butler Associates, McClure Engineering, OWN, Renaissance Infrastructure Consultants, R.L. Buford, Terracon, Vireo, VSM Engineering and WSKF Architects for various on-call engineering and architectural services (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

CITY OF PARKVILLE

Department: Public Works

Preparation date: 9/21/2023

Low Bidder and
Contract Amount:

Fluid Equipment, A Cogent Co.
4525 NW 41st St., Suite 400
Riverside, MO 64150
6174-46
~~\$8,144.46~~ WA-11

General Scope of Work Description/Project:

McAfee Lift Station – VFD Replacement

In August 2023 McAfee lift station ceased working due to electrical issues. Fluid equipment responded to correct the issues that required the emergency repair, and this secondary VFD was a purchase of the second VFD in preparation for the future rehab project slated for next year's CIP. This was done to obtain two VFD's out of the same manufacturing lot and includes Fluid equipment procuring it and delivering it with the emergency repair under WA-10.

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

This work is awarded to Fluid Equipment under our existing maintenance services agreement.

Project Start Date: 8/7/23

Estimated Completion Date: 9/30/23

Budget Account Code: 30-501.6-12-00

Authorization:

☒ City Administrator: *[Signature]* Date: 9/21/23

☐ Department Head: *[Signature]* Date: 9-21-23

☐ Mayor (if applicable): _____ Date: _____

☐ 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 #11

Date: August 28, 2023

Issued to: Fluid Equipment, A Cogent Co.
4525 NW 41st St., Suite 400
Riverside, MO 64150

Project/Work Description

Title: McAfee Lift Station – VFD
Scope of Work/Purpose: Quote OP-576458 - Attached
Purchase VFD

Schedule and Price

Project Start Date: August 28, 2023
Estimated Completion Date: December 15, 2023
Latest Acceptable Date: December 15, 2023
Estimated Cost: \$6,174.46
Expenditure Limit: \$6,174.46
Budget Account Code: 30-501.06-12-00

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: Tammy Robertson/President Signature: [Signature]
Company: Fluid Equipment Date: 9-1-2023

Authorization
Department Head: [Signature] Date: 9-21-23

Dan Harper, Public Works Director

City Administrator (if over \$2,500): [Signature] Date: 9-21-23
Alexa Barton, City Administrator

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

Mayor Dean Katerndahl

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



FLUID EQUIPMENT

A COGENT COMPANY

DATE: 8/23/2023

PROPOSAL #: OP-576458

TO: Jason Brown
Alliance Water – Parkville, MO

PROJECT: McAfee Lift Station VFD

Fluid Equipment Co. or the manufacturer represented proposes to furnish equipment or materials as described below.

Quantity	Item	Unit Price	Total Price
1	Danfoss FC-202, 460VAC, 3Phase, 50HP, 73A		
	Type 12, C1 Frame		
1	Danfoss Keypad Kit		
			\$6,174.46

Freight: Best Way, PPD/ADD

THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE

TERMS: Net 30 days

SHIPMENT: See notes above

F.O.B. Factory

QUOTED BY:

Jason Robertson

816-606-0153

Corporate Office

Phone 816-795-8511

Fax 816-795-8926

4525 NW 41st Street Suite 400, Riverside, MO 64150



CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 9/21/2023

CITY OF PARKVILLE

Department: Public Works

Low Bidder and
Contract Amount:

Fluid Equipment, A Cogent Co.
4525 NW 41st St., Suite 400
Riverside, MO 64150

\$8,144.46 WA-10

General Scope of Work Description/Project:

McAfee Lift Station – VFD Emergency Repair

In August 2023 McAfee lift station ceased working due to electrical issues. This project covers Fluid Equipment performing an emergency response to troubleshoot the electrical panel to return the life station to automatic operations. This work includes a special emergency trip to troubleshoot the electrical issue and then a separate trip to install a new VFD including some panel rewiring.

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

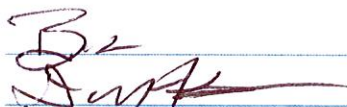
This work is awarded to Fluid Equipment under our existing maintenance services agreement.

Project Start Date: 8/7/23

Estimated Completion Date: 9/30/23

Budget Account Code: 30-501.6-12-00

Authorization:

☒ City Administrator:  Date: 9/21/23

☐ Department Head: _____ Date: 9-21-23

☐ Mayor (if applicable): _____ Date: _____

☐ 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 #10

Date: August 28, 2023

Issued to: Fluid Equipment, A Cogent Co.
4525 NW 41st St., Suite 400
Riverside, MO 64150

Project/Work Description

Title: McAfee Lift Station – VFD – Emerg. Repair
Scope of Work/Purpose: Quote OP-576458 - Attached
Purchase & Installation - \$8,144.46

Schedule and Price

Project Start Date: August 28, 2023
Estimated Completion Date: December 15, 2023
Latest Acceptable Date: December 15, 2023
Estimated Cost: \$8,144.46
Expenditure Limit: \$8,144.46
Budget Account Code: 30-501.06-12-00

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: JASON ROBERTSON / PRESIDENT

Signature: [Signature]

Company: Fluid Equipment

Date: 9-1-2023

Authorization

Department Head: [Signature]

Date: 9-21-23

Dan Harper, Public Works Director

City Administrator (if over \$2,500): [Signature]

Date: 9/21/23

Alexa Barton, City Administrator

Mayor (if over \$10,000)

Date:

Mayor Dean Katerndahl

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



FLUID EQUIPMENT

A COGENT COMPANY

DATE: 8/2/2023

PROPOSAL #: OP-576458

TO: Jason Brown
Alliance Water – Parkville, MO

PROJECT: McAfee Lift Station VFD

Fluid Equipment Co. or the manufacturer represented proposes to furnish equipment or materials as described below.

Quantity	Item	Unit Price	Total Price
1	Danfoss FC-202, 460VAC, 3Phase, 50HP, 73A Type 12, C1 Frame		
1	Danfoss Keypad Kit		
1	Lot of labor for removal of existing and installation of (1) new Danfoss VFD		
			\$8,144.46

Freight: Best Way, PPD/ADD
Lead Time: 9 Weeks

Please note pricing does not include emergency trip of
\$4,120.00 completed on 7/10/2023

THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE

TERMS: Net 30 days

SHIPMENT: See notes above

F.O.B. Factory

QUOTED BY:

Jason Robertson

816-606-0153

Corporate Office

Phone 816-795-8511

Fax 816-795-8926



CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 9/13/2023

City of Parkville

Department: Parkville Parks and Recreation

Low Bidder and
Contract Amount:

Bret Cleveland
Urban Tree Specialists
PO Box 901422
Kansas City, MO 64190
\$3,250.00

General Scope of Work Description/Project:

Tree Removal at Detention Pond

Removal of 20 volunteer trees that pose a risk to the drainage basin at the detention pond behind the PAC. Removal of other miscellaneous trees, shrubs, logs, limbs, and debris near the drainage area and around the walking trail. These trails pose a risk to the drainage tube and the detention pond. Several of the trees have fallen over due to a Beaver problem. This scope includes haul away and dump.

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

Urban Tree Specialists is the On-Call Arborist for the City of Parkville.

Project Start Date: Estimated Completion Date: 10/15/2023

Budget Account Code: 41-525.07-53-00

Authorization:

☐ City Administrator: Alex Barton Date: 9-14-23
☐ Department Head: Brittanie Lopez
☐ 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 #60

Date: September 13, 2023
Issued to: Urban Tree Specialists
P.O Box 901422
KCMO 64190

Project/Work Description: Removal of trees and debris near the retention pond

- See attached Proposal - Total \$3,250.00
-

Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18

Schedule and Price

Project Start Date: 9/13/2023
Estimated Completion Date: 10/13/2023
Latest Acceptable Date: 10/13/2023
Estimated Cost: \$3,250.00
Expenditure Limit: \$3,250.00
Budget Account Code: 41-525-53-00

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: Bret Cleveland Owner-Member Signature: [Signature]
Company: Urban Tree Specialists Date: 9-13-23
Authorization
Department Head: Brittanie Propes Date: 9-14-23
Brittanie Propes Parks & Rec. Director
City Administrator (if over \$2,500): Alexa Barton Date: 9-15-23
Alexa Barton, City Administrator
Mayor (if over \$10,000): _____ Date: _____
Dean Katerndahl, Mayor



Parkville Parks and Recreation
Tom Barnard
8880 Clark Ave
Parkville, MO 64152

Proposal Date: 9/8/2023
Work Site: 6014 N State Route 9
Parkville, MO 64152
Proposed By: Bret Cleveland
Ad Source: City License
Work: 816-587-2593
Mobile: 816-215-4047

Qty	Plant	Location		Cost
4	Willow	Throughout	2-3 clumps of trees on the north side and 1-2 clumps on the south side of the retention pond — Remove to ground level and remove all debris - Treat stumps to not grow back	\$0.00
20	Trees/shrubs	North	Majority of volunteer trees around drain tube, between willows and up to walking path — Remove to ground level and remove all debris -Treat larger stumps to not grow back	\$0.00
5	Misc trees	South	Few larger volunteer trees with 20 ft of south willow tree(s) — Remove to ground level and remove all debris	\$0.00
10	Logs/Limbs	Throughout	-- Remove all down limbs and logs larger than 2 inch diameter in above areas -- Remove large down tree on east side of pond -- Remove down limbs and logs larger than 4 inch diameter around perimeter of pond	\$0.00
10	Volunteer tree(s)	SE	Remove volunteer trees larger than 2 inch diameter in large rock drainage area from walking path down to pond. — Do NOT remove catalpa trees on East side of pond	\$0.00
2	Ash	North	Dead trees on YMCA hillside — Remove to ground level and remove all debris	\$0.00
1	Total	Throughout	Total for the above services with haul and dump	\$3,250.00
1	Note	Throughout	-- Access to the pond area required through south neighbor's property. -- Some turf damage as well as some rutting around the perimeter of pond should be expected. -- There will also be residual dirt/mud/tracks on the walking trail from removing the debris.	\$0.00

Subtotal: \$3,250.00

Tax: \$0.00

Total: \$3,250.00



Bret Cleveland
MW 4393A



816.214.8327 • www.urbantreekc.com • PO Box 901422 • Kansas City, MO 64190



Finance Committee Meeting
Monday, September 11, 2023 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Wylie called the meeting to order at 4:32 p.m. A quorum was present.

Members Present: Chair Douglas Wylie, Vice Chair Bob Bennett, Michael Lee, Dean Katerndahl and Philip Wassmer (via videoconference)

City Staff Present: City Administrator Alexa Barton (*via videoconference*), Deputy City Administrator/Finance Director Bryan Kidney, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (*via videoconference*), Public Works Director Dan Harper, Parks and Recreation Director Brittanie Propes (*via videoconference*), Parks & Recreation Project Manager Chris Ashley and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

Deputy City Administrator/Finance Director Bryan Kidney provided an overview of purchases with the city administrator's approval.

3. Action Items

A. Approve the minutes for the August 21, 2023, regular meeting

Wassmer joined the meeting at 4:35 p.m.

Bob Bennett moved to approve the minutes for the August 21, 2023, regular meeting. Michael Lee seconded; motion passed 5-0.

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

Deputy City Administrator/Finance Director Bryan Kidney said that one bid was received to replace the flooring at the Girl Scout cabin at the Parkville Nature Sanctuary. The same company worked with the city of Gladstone and were honoring the same hourly rates. Parks and Recreation Director Brittanie Propes said the original plan was for a concrete floor, but after the Community Land and Recreation Board discussed it, they recommended pavers instead.

Bennett moved 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. Lee seconded; motion passed 5-0.

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

Deputy City Administrator/Finance Director Bryan Kidney stated that the system was purchased in the late 1990s and had reached its end of life. An emergency repair was completed in July. Public Works Director Dan Harper said that intermediate repairs had been completed and a new tank had been purchased. He noted that a new chemical was being tested since the feeder lines had been repaired and the system would be offline while the work was being done.

Bennett moved 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. Lee seconded; motion passed 5-0.

D. Approve a construction agreement with Havens Construction for the North National Drive Drainage Improvements Capital Improvement Project

Public Works Director Dan Harper said that a Platte County grant for \$45,000, plus the homeowner and homeowners association contributed to the project and the City's portion was \$7,400.

Bennett moved 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. Lee seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

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

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: September 20, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Bryan Kidney, Deputy City Administrator/Finance Director

ISSUE:

Approve a purchase order with Crafcro Inc. for a crack seal machine for the Public Works Department (Public Works)

BACKGROUND:

The 2023 Capital Improvement Program includes funding available in the Transportation Fund for the purchase of a crack sealing machine. Public Works previously performed crack sealing by renting a machine from Crafcro Inc. The rental period was typically two weeks and cost approximately \$1,500 per year.

Crack sealing is one of the most cost effective methods to prolong the life of asphalt pavement and the Federal Highway Administration has estimated that crack sealing should be performed every one to three years. The ability to have a crack seal machine available for regular deployment will allow city staff to crack seal significantly more pavement each year, leading to a longer life-cycle before more significant treatment is required.

Crafcro was selected for supplying the machine in lieu of a competitive bid process for multiple reasons. Crafcro is the only local supplier of crack seal machines that are of a size that can be effectively utilized by City staff. Other metro suppliers had significantly larger machines. Crafcro has also provided the previous rental machines used by the City, as well as crack seal supplies. The local dealer was a necessary parameter to be able to seek future repairs and maintenance without having significant shipping costs and their ability to provide on-call service. In addition, Crafcro supplies multiple municipalities around Kansas City, such as Oak Grove, Pettis County, Excelsior Springs, Independence, Leawood and Warrensburg.

STRATEGIC GOAL(S):

This purchase aligns with Goal Area 1 Strategy D to Provide/Utilize appropriate technology and equipment, and Goal Area 2 Strategy B to extend life of infrastructure & equipment.

BUDGET IMPACT:

The Transportation Fund budgeted \$100,000 for equipment for FY 2023 which included a portion set aside for a crack seal machine. As of this report, \$5,371 has been used of this budgeted amount, which is primarily used for the annual lease of the Streets Backhoe.

ALTERNATIVES:

1. Approve the purchase of a crack seal machine from Crafcro INC.
2. Approve the item, subject to changes.

3. Do not approve the item.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

1. Approve a purchase order with CrafcO for a new crack seal machine.
2. Provide directions to staff related to the purchase of a crack seal machine.
3. Reject the purchase of a crack seal machine.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of a crack seal machine from CrafcO in the amount of \$68,488.40.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a purchase order with CrafcO Inc. for a crack seal machine in the amount of \$68,488.40.

ATTACHMENTS:

1. Quote
2. FHWA Report



6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

QUOTE #

BBBQ60934-01

Date Quoted 9/18/2023

EXPIRATION DATE 10/18/2023

**Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days.
Products ordered for shipment after the expiration date on this quote will be adjusted to the price in
the quote valid at the time of the shipment.**

Quote To:	Account Code:	921380	Ship To:	Account Code:	921380
CITY OF PARKVILLE - MO			CITY OF PARKVILLE - MO		
Nick Lightner					
8880 CLARK AVENUE			8880 CLARK AVENUE		
PARKVILLE, MO 64152			PARKVILLE, MO 64152		
US			US		
Mobile:					
Phone:	816-741-7676				
Fax:			Nick Lightner		
Email:	nlightner@parkvillemo.gov		816-741-7676		nlightner@parkvillemo.gov

Project Title:	
Bid Date:	Terms: NET 30
Bid Number:	F.O.B.: PPA- Delivered; freight includ
Project Start Date:	Ship Via: Truck/Common Carrier
Ship Before: 10/18/2023	Sales Group:
Quote Effective Dates: 8/29/2023 TO 10/18/2023	Quoted By: Kevin Owens
	Sales Office: 255- Kevin Owens

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	CITY OF PARKVILLE - MO	Quote Number	BBBQ60934-01
Project Title:		Date	09-18-23

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE
ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
43600-SRC	SUPERSHOT 125 DIESEL	EA	1	\$63,450.0000	\$63,450.0000	\$63,450.0000
20014-SRC	3" PINTLE HITCH	EA	1	\$126.4000	\$126.4000	\$126.4000
20140-SRC	28" HITCH EXTENSION	EA	1	\$572.0000	\$572.0000	\$572.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	\$312.0000	\$312.0000	\$312.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	\$316.0000	\$316.0000	\$316.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$236.0000	\$236.0000	\$236.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$84.0000	\$84.0000	\$84.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$58.0000	\$58.0000	\$116.0000
45535-SRC	ENGINE COVER	EA	1	\$1,276.0000	\$1,276.0000	\$1,276.0000
FREIGHT	FREIGHT FROM FACTORY	ea	1	\$0.0000	\$2,000.0000	\$2,000.0000

Customer:	CITY OF PARKVILLE - MO	Quote Number	BBBQ60934-01
Project Title:		Date	09-18-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
Retail Total				\$66,488.40	Total	\$68,488.4000

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:

Here is the quote you requested.

NOTE:**PAYMENT POLICY:**

A deposit of 50% of the purchase price is required on all equipment orders.

Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Non-Returnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

TECHBRIEF



The FHWA Pavement Technology Program is a comprehensive and focused set of coordinated activities. These activities are grouped under five major areas—Asphalt; Portland Cement; Pavement Design and Management; Advanced Research; and Long-Term Pavement Performance. The goal of the program is the development, delivery, and utilization of a broad spectrum of improved technologies that will lead to better-performing and more cost-effective pavements. The program is product and end-result oriented with the intent of significantly advancing and improving pavement technology and pavement performance.



U.S. Department of Transportation
Federal Highway Administration

Research, Development, and Technology
Turner-Fairbank Highway
Research Center
6300 Georgetown Pike
McLean, VA 22101-2296
www.tfhr.gov

Sealing and Filling Cracks in Asphalt Pavements

FHWA Contact: Monte Symons, 202-493-3144

Background

Sealing and filling asphalt concrete pavement cracks is a common road maintenance activity. Specialized materials are placed into or above cracks to prevent the intrusion of water and incompressible material into the cracks and to reinforce the adjacent pavement. To address deficiencies in current crack treatment materials, designs, and practices, the Strategic Highway Research Program (SHRP) and the Federal Highway Administration (FHWA) sponsored the most extensive investigation of crack treatment effectiveness ever undertaken. Monitoring and evaluation of these treatments were performed under the Long-Term Pavement Performance (LTPP) program. Between March and August of 1991, four transverse crack seal test sites and one longitudinal crack fill test site were constructed in the United States and Canada. Upon completion, 6,710 meters of cracks were treated with materials selected for evaluation.

Objectives

The primary objective of the crack treatment experiment was to determine the most effective and economical materials and methods for conducting crack-sealing and crack-filling operations. Secondary objectives included the identification of performance-related material tests and quicker, safer installation practices.

Key Benefits of This Research

The benefits of this study include service life estimates of crack sealants and fillers in asphalt concrete pavements, more cost-effective maintenance operations, decreased exposure of highway workers to traffic, and fewer maintenance delays for the traveling public.

Experiment Design

The test sites were located on highways of moderate traffic volume in four climatic regions. The four crack seal sites were located on the following roadways:

- Interstate 20—Abilene, Texas
Dry-nonfreeze region

- State Route 8—Elma, Washington
Wet-nonfreeze region
- State Route 254—Wichita, Kansas
Dry-freeze region
- Interstate 35—Des Moines, Iowa
Wet-freeze region

The longitudinal crack fill site was located at:

- Highway 401—Prescott, Ontario
Wet-Freeze region

Crack treatment materials and installation methods are outlined in Table 1.

Evaluations

Ten evaluations were performed during the 6.5-year period. The following evaluation parameters were used:

- Weathering
- Pull-outs
- Overband wear
- Tracking
- Extrusion
- Stone intrusion
- Adhesion loss
- Cohesive loss as a result of tensile/shear forces
- Cohesive loss as a result of bubbling
- Edge deterioration

During each evaluation, detailed examinations and measurements were made at each crack to determine treatment effectiveness. Two sets of laboratory tests were conducted. Initial tests ensured that the materials used in the experiment met the specifications maintained by the manufacturer. Supplemental performance tests were intended to

strengthen correlations between laboratory-determined engineering properties and actual field performance.

Service Life Comparison

Throughout this study, treatments were subjected to numerous, highly detailed inspections for distresses and failures. For this reason, it was determined that field performance would best be framed in terms of service life, which was defined as the estimated time for a treatment to reach the 75 percent effectiveness level. In other words, the service life is the time required for 25 percent of the crack length to develop failure.

The effectiveness level is simply the failure level subtracted from 100 percent (i.e., 10 percent overall failure equals 90 percent overall effectiveness).

Rating	Effectiveness Level (%)
Very good	90–100
Good	80–89
Fair	65–79
Poor	50–64
Very poor (failed)	< 50

Most of the distresses observed represented a *reduction* in a treatment's ability to perform its function (i.e., to keep water and incompressible materials out of the crack channel). Examples of these distresses include partial-depth adhesion and cohesion loss and overband wear. Some distresses, such as full-depth pull-outs and full-depth adhesion and cohesion loss, signified a treatment's *failure* to perform its function. These latter distresses were termed failure distresses. The total amount of failure distress observed in a treatment formed the basis for performance comparison.

Key Findings

- Of 61 treatments, 32 had failed after the final round of evaluations.
- Half of the eight crack-fill treatments performed favorably after the final evaluation period. The other half failed.
- Generally, the test sites with greater amounts of crack movement and traffic showed lower levels of treatment effectiveness than sites with less crack movement and traffic.

FIGURE 1

Illustration of Service Life Estimation Based on 75% Effectiveness

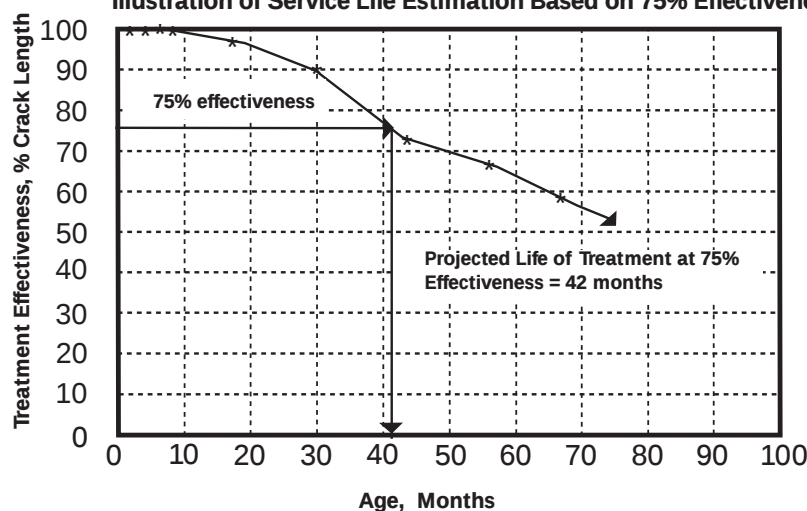


TABLE 1. Estimated Service Life in Months of Tested Crack Treatment Material

	Average Estimated Time (in Months) at Which 75% Effectiveness Level Was Reached						
Crack Treatment Material	Method ¹	Texas	Kansas	Washington	Iowa	Ontario ²	Avg.
		ADT=10K ³	ADT=27K	ADT=19K	ADT=14K	ADT=19K	
Meadows Hi-Spec	A-2				57		57
	A-3	58	43	118	61		70
	B-3	78	59	120	82		85
	C-3		56		88		72
	D-3	48	30	120	39		59
	D-4	44	29	95	42		53
Crafco RS 515	B-3	109		120	112		114
	C-3		80		95		88
	D-3	58	33	118	45		64
Koch 9030	B-3	111		120	106		112
	C-3		68		113		91
	D-3	45	24	120	51		60
Meadows XLM	B-3	86		120	114		107
	C-3		70		112		91
	D-3	48	29	119	59		64
Kapelo BF+AC	D-3	9	6	105	19		35
Dow 890-SL	E-5	54	48	109	72		71
Crafco AR+	B-3		52				52
Koch 9000-S	B-3		56				56
Elf CRS-2P	G-4				6		6
Crafco RS 211	B-3			120			120
	H-4					74	74
AC	G-1					42	42
	G-4					42	42
Crafco AR2	D-4					98	98
	G-4					86	86
Hercules FP+AC	D-4					79	79
Witco CRF	G-4					43	43
Hy-Grade Kold Flo	G-4					35	35
Avg. Service Life		62	46	116	71	62	71

Notes: ADT=average daily traffic. K=1,000.

1. The installation methods used were:

Configuration

- A. Standard Reservoir-and-Flush
- B. Standard Recessed Band-Aid
- C. Shallow Recessed Band-Aid
- D. Simple Band-Aid
- E. Deep Reservoir-and-Recess
- F. Standard Reservoir-and-Recess
- G. Simple Flush-Fill
- H. Capped

Preparation Procedure

- 1. None
- 2. Wire Brush and Compressed Air
- 3. Hot Compressed-Air Lance
- 4. Compressed Air
- 5. Light Sandblast, Compressed Air, and Backer Rod
- 6. Compressed Air and Backer Rod
- 7. Light Sandblast, Compressed Air, and Backer Tape

2. Ontario was the longitudinal crack-fill test site. All others were transverse crack-seal test sites.

3. 2-way ADT, vehicles per day.

- The predominant modes of treatment failure were adhesion loss and cohesion loss.
- The most cost-effective treatments were usually those consisting of rubberized asphalt placed in a standard or shallow-recessed Band-Aid configuration.
- The standard recessed Band-Aid method showed the longest estimated service life, followed very closely by the shallow recessed Band-Aid.

Recommendations

- For short-term crack-seal performance (between 1 and 3 years) in pavements with ordinary working cracks (2.5–5.0 mm of horizontal crack movement) and moderate traffic levels, a standard rubberized asphalt should be placed in a simple Band-Aid configuration.
- For medium-term crack-seal performance (between 3 and 5 years) under the above conditions, either a standard rubberized as-

phalt may be placed in a recessed Band-Aid configuration or a modified rubberized asphalt may be placed in a simple Band-Aid configuration.

- For long-term crack-seal performance (between 5 and 8 years) under the above conditions, a modified rubberized asphalt sealant should be installed in either a standard or shallow recessed Band-Aid configuration.
- For short-term crack-fill performance (1 to 3 years) in pavements with nonworking cracks (less than 2.5 mm of horizontal crack movement) and low to moderate traffic levels, asphalt cement should be placed in flush-fill configuration.
- For long-term crack-fill performance (between 5 and 8 years) under the above conditions, an asphalt rubber or rubberized asphalt may be placed in either a flush-fill or overband configuration, or a fiberized asphalt may be placed in an overband configuration.

- The importance of quality control in crack sealing and filling operations cannot be overemphasized. Crucial to quality control is an objective, hands-on inspector.

References

1. Belangie, M.C., and D.I. Anderson. 1985. *Crack Sealing Methods and Materials for Flexible Pavements Final Report*, Report No. FHWA/UT-85/1, Utah Department of Transportation, Salt Lake City, Utah.
2. Evans, L.D. et al., 1991. "Strategic Highway Research Program (SHRP) H-106 Experimental Design and Research Plan," SHRP Contract SHRP-89-H-106, SHRP, National Research Council, Washington, D.C.
3. Evans, L.D. et al., 1992. "Strategic Highway Research Program (SHRP) H-106 Evaluation and Analysis Plan," SHRP Contract SHRP-89-H-106, SHRP, National Research Council, Washington, D.C.

Researcher: This study was performed by ERES Consultants, Inc., 505 West University Avenue, Champaign, IL 61820-3915. Contract No. DTFH-93-C-00051.

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Key Words: Crack seal, crack fill, working cracks, weathering, pull-outs, overband wear, tracking, extrusion, stone intrusion, adhesion failure, cohesive failure.

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CITY OF PARKVILLE

Policy Report

Date: September 20, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Bryan Kidney, Deputy City Administrator/Finance Director

ISSUE:

Approve agreements with BBN Architects, Garver, George Butler Associates, McClure Engineering, OWN, Renaissance Infrastructure Consultants, R.L. Buford, Terracon, Vireo, VSM Engineering and WSKF Architects for various on-call engineering and architectural services (Public Works)

BACKGROUND:

During regular operations, there are times that the City requires professional staff with specific technical backgrounds to complete tasks. While the City employs professional staff with technical knowledge, the variability in work load does not provide enough regular on-going work to warrant full-time staff in select areas. To supplement these internal skills and address technical needs, staff rely on the professional services of these engineering and architectural consultants to provide the extension of staff on an as-needed basis. These services are utilized across the City by multiple departments and at various times throughout every year.

The City issued a Request for Qualifications in August 2023 that included 12 separate categories of work. From this request, 23 proposals were received and reviewed by a committee of five staff that included reviewing the proposals, comparing the services to staffing needs, each firm's familiarity with Parkville, and previous work history with the City.

When these on-call professional services are utilized, individual work authorizations are created and are reviewed in accordance with the adopted purchasing policy. The award of these agreements has no direct associated contractual amount but rather establishes the hourly rates for each company.

The following firms were selected to be awarded an on-call agreement for the 2023-2025 contractual period: BBN Architects, Garver, George Buttler Associates, McClure Engineering, OWN, Reinassance Infrastructure Consultants, RL Buford, Terracon, Vireo, VSM Engineering and WSKF Architects.

These firms are able to provide services in the following areas: Transportation Engineering, Stormwater Management and Hydrology, Utility Infrastructure Design and Engineering Services for Water Distribution, Stormwater, and Wastewater Collection Systems, Geotechnical Engineering / Material Testing / Geological Services, Structural Engineering, Landscape Architecture, Architecture, Planning, and Building Permit Review and Inspection.

STRATEGIC GOAL(S):

These agreements address the Operational Excellence goal Strategy B to recruit and retain highly qualified staffing.

BUDGET IMPACT:

These on call agreements do not contain a direct budget impact; however, future work authorizations are funded throughout City departments to utilize these services when the need arises and are done within the parameters of the adopted purchasing policy.

ALTERNATIVES:

1. Recommend approval of the selection committee's recommendation for the on-call engineering, planning and architectural professional services.
2. Provide direction to staff regarding the on-call professional services.
3. Do not approve the on-call agreements.
4. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

1. Recommend approval of the selection committee's recommendation for the on-call engineering and architectural professional services agreements.
2. Provide direction to staff regarding the on-call professional services.
3. Do not approve the on-call agreements.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the list of consulting firms identified by the selection committee for the on-call engineering and architectural professional services agreements.

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 professional services agreements with the firms recommended by the selection committee.

ATTACHMENTS:

1. Proposal Summary
2. Agreement Template

Service Area(s)

Firm	Transportation	Stormwater	Utility	Geotechnical	Surveying	Structural	Landscape	Architect	Planning	Building	Construction	MEP	Location	City Work History	Selection Committee Comments
BBN							x	x					Kansas City, MO	Farmer's Market, Pocket Park	History of local Parkville related projects with a responsive client.
Garver	x	x	x			x	x		x				Kansas City, MO	Structural Plan Review	Provided multiple plan reviews in the past such as Commons & Creekside retaining
GBA	x	x	x		x	x		x	x	x	x	x	Lenexa, KS	Route 9 design and Traffic Studies	Large company with broad range of services that has performed several
McClure	x	x	x		x	x	x		x		x		North Kansas City, MO	Pickleball Courts, Park University Feasibility Study	Several parks related work in the past has been a quality experience.
OWN	x	x	x	x	x	x					x		Kansas City, MO	New to Parkville	Extensive staff expertise in multiple areas with similar experience in upcoming
RIC	x	x	x		x		x				x		Riverside, MO	Route 9 Inspection, Pocket Park, English Landing Retaining walls	Great experience with inspection crews and coordinating design on projects both internal & external.
RL Buford					x								Parkville, MO	Multiple Surveys	Long-standing surveyor for city work that provides high quality products.
Terracon				x									Lenexa, KS	New to Parkville	One of Kansas City's staple geotechnical firms can fill needed service gap.
Viero		x					x		x				Kansas City, MO	Adams and Watkins Park, Riverfront Parks Amenity Signage, Platte Landing Park Ecosystem Restoration Study	Extended history of working with City staff that have been quality outcomes.
VSM		x	x							x	x		Kansas City, MO	Multiple Plan Reviews	Rhobust history of plan review for City development projects.
WSKF								x					North Kansas City, MO	City Hall design, English Landing Park Improvements	Good outcomes on previous projects and experience with city staff.

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2023 by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____ ("Service Provider").

WHEREAS, the City requires On-Call Engineering and Architectural Services ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of the City.

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all engineering and architectural services provided by the Service Provider in accordance with this Agreement.
- B. The Service Provider agrees to perform and complete the following Services:
 - i. When notified by the Public Works Director, Community Development Director, Parks & Recreation Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.
 - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.
 - iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.
 - iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.
 - v. The City reserves the right to direct revision of the Services at the City's discretion. The Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.

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

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12-month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. 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 Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.

- B. Services shall be completed within the timeframe(s) outlined in WA Form.
- C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.
- D. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit C.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - (816) 741-7676
 - धारper@parkvillemo.gov

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct

negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

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

- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
- i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk

CONTRACTOR

By: _____

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional services may include, but not limited to, the following disciplines:

TRANSPORTATION ENGINEERING

This category is intended to typically fulfill the prime consultant role in delivering complex transportation infrastructure projects and features unique to each individual project. The consultant is expected to provide project management, transportation system analysis and planning, preliminary engineering, final design, construction engineering, or any combination of these services listed. Projects may include design of roadway facilities, pedestrian and bicycle facilities, transportation system management and operations, traffic signals and signage, roundabouts, site circulation, and other related items pertaining to public transportation including traffic studies. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

STORMWATER MANAGEMENT AND HYDROLOGY

This category calls for the consultant to perform engineering services for various surface water management and water resource planning, permitting, or other project activities. Work under this category will likely involve NPDES MS4 permit consulting, broad-based modeling and master planning, or projects that include a water resource component such as wetlands or creek restoration work. Anticipated services in this category may include, but are not limited to: project management, regulatory support, underground injection control, surface water management, watershed projects, master planning, preliminary engineering, final design engineering, and construction engineering.

UTILITY INFRASTRUCTURE DESIGN AND ENGINEERING SERVICES FOR WATER DISTRIBUTION, STORMWATER, AND WASTEWATER COLLECTION SYSTEMS

The consultant is expected to perform planning and engineering services for City utility infrastructure improvements. Improvement projects may include complex tasks such as retrofitting or removal and replacement to existing drinking water, wastewater, or stormwater utilities. Phases of work may include, but are not limited to: project management, planning and engineering, final design, and construction engineering.

GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

This category calls for services that may include investigations, analyses, and reports on geology, groundwater, hydrogeology and soils in support of structural design of roadways, foundations, and other facilities, and developing design options for projects as deemed necessary. Services may also include analyses related to identification and correction of existing hazardous or unsuitable condition, peer review services, and value engineering services. These services also may include materials sampling and laboratory testing and analysis of soils, crushed rock, Portland cement concrete, asphaltic material, and other construction materials during construction. These services may include development of Proctor curves, compaction testing for roadways or trenches, preparation of testing of concrete cylinders or beams, and testing asphalt and concrete pavement during and/or after construction. Other services may include hydrological

investigation and analyses related to identification and correction of hazardous or unsuitable groundwater conditions, nondestructive pavement testing, or pavement rehabilitation analysis and recommendations.

SURVEYING SERVICES

This category calls for services that may include conventional and GPS surveying for any project in the City. These services will be used to provide horizontal and vertical locations of existing conditions, information for engineering design, and may include surveying after construction for as-built records and any other surveying related needs the City may have.

STRUCTURAL ENGINEERING

Services in this category may include design, planning, and oversight of construction of new building or bridges, and/or alterations and extensions to existing City properties or other structures. Services also may be included to analyze damage to structures and solutions to these problems.

LANDSCAPE ARCHITECTURE SERVICES

These services are asked upon to assist the Community Development and Public Works Departments on the design of new projects and redesign of existing landscapes in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

ARCHITECTURE SERVICES

Services in this category may include architectural services related to the design, planning, and oversight for new/existing buildings and other structures in the City. Services may include master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

This category calls for services related to the design of mechanical, electrical, and plumbing facilities for existing/new structures. Services may include peer review or preparation of engineering plans and specifications related to mechanical, electrical, and plumbing facilities.