



FINANCE COMMITTEE

Monday, July 27, 2020 3:30 PM

Administration Conference Room, City Hall

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 837 9827 3516; Password: 559804 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. City Administrator Approvals

3. Action Items

- A. Approve the minutes for the July 13, 2020, meeting
- B. Approve a construction agreement with Twin Traffic Marking for the 2020 Pavement Marking Program (Public Works)
- C. Approve a three year service agreement with Alliance Water Resources for the management, operation and maintenance of the City's wastewater treatment and collection system (Public Works)
- D. Approve a work authorization with Vireo for a park restroom feasibility study (Public Works)

4. Non-Action Items

- A. FY 2021 Budget Calendar

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



**CITY ADMINISTRATOR
PURCHASING APPROVAL**
(\$2,500-\$10,000)

City of Parkville

Preparation date:

July 1, 2020

Department:

**Low Bidder and
Contract Amount:**

Shockey Consulting Services, LLC
12351 W 96th Terrace, Suite 107
Lenexa, KS 66215

\$9,500

General Scope of Work Description/Project:

Implementation of Communications Plan

In November, 2019 the Board of Aldermen authorized an agreement with Shockey Consulting Services to provide communications services to the City of Parkville. The agreement included the development of a communications plan and associated services. It also called for, upon completion of the plan development, implementation services. This purchasing approval is for implementation services.

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

The Board of Aldermen previously entered into an agreement with Shockey Consulting Services. The agreement was for the development of a communication plan for January 1, 2020 to December 31, 2020. Implementation services to be billed at a rate ranging from \$9,500. Authorization is for implementation services to be billed at hourly rates, not to exceed \$9,500.

Project Start Date: **Estimated Completion Date:**

Budget Account Code: Admin Professional Services

Authorization(s):

- ☐ City Administrator: Joe Lavetti Date: July 1, 2020
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

February 18, 2020

Preparation date:

Department: Police

Low Bidder and
Contract Amount:

Midwest Mobile Radio Inc.
812 S. 10th Street
St. Joseph, MO 64501
(816) 279 2065
\$6,332.80

General Scope of Work Description/Project:

Install mobile radio mic extenders in all police vehicles (this is a CIP purchase).

Note: The equipment was ordered in February, installation was delayed due to COVID-19.

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

Midwest Mobile Radio Inc. is the contracted radio maintenance provider. 812 S. 10th St. St. Joseph, MO 64501 Initial bid was \$6,677.45; final invoice was for \$6,332.80 (\$344.65 under)

Project Start Date:

02/19/20

Estimated Completion Date:

07/01/20

Budget Account Code:

560.50-50-00

Authorization:

☐ City Administrator:

☒ Department Head:

☐ Mayor (if applicable):

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

Date:

7-16-20
7-16-2020



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

July 23, 2020

Department: Public Works

Low Bidder and
Contract Amount:

Lippert Mechanical
1600 N. Topping
Kansas City, MO 64150

\$2,583.32

General Scope of Work Description/Project:

Ongoing HVAC Maintenance:

In August 2019, Staff solicited bids for the ongoing Maintenance of the City Hall HVAC system. Staff reached out to three companies and Lippert Mechanical was the lowest and most qualified bidder. Lippert Mechanical has maintained our HVAC system since 2016 and have been reliable and very easy to work with. When the contract was awarded to Lippert Mechanical, two one year extensions options were included in the term. At this time, staff is asking for the contract to be extended for the second one-year term.

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

In 2019, two additional companies were contacted for informal bids, after a two-week waiting period, neither responded.

Lippert Mechanical went through the competitive bid process in 2016 and was the lowest qualified bidder. With this information, staff is confident in their qualifications, as well as the price associated, there is no increase over last year to continue with the contract. We have had favorable experience with them since 2016.

Project Start Date:

August 2019

Estimated Completion Date:

August 2022

Budget Account Code:

Admin HVAC Maintenance

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

7/23/20

SMALL SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 1st day of August, 2019 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Lippert Mechanical Service Corporation, ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Services described in the Exhibit "A" – Scope of Work, attached hereto and incorporated by reference for a period of one (1) year from the date of this Agreement with the option of two additional renewal one year terms.
- C. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

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

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

Tom Cleaver
Business Development Manager
1600 N. Topping
Kansas City, MO 64150

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The term of this agreement shall be one (1) year from the effective date of this agreement and it may be renewed for two additional one-year terms upon written notice by the City at least 30 days prior to expiration of the then current term.

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

C. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the 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.

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

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

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

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

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

A three (3) day written notice will be provided from the City to the Contractor to terminate any authorized work (repairs, service, installations, etc.) that is not included in, nor part of, the preventative maintenance contract Scopes of Service.

XIV. RESOLUTION OF DISPUTES

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

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

XV. MISCELLANEOUS PROVISIONS

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: _____

Joe Parents
Joe Parents, City Administrator

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

Lippert Mechanical, LLC

By: _____

Tom Cleaver

Tom Cleaver, Business Development Manager

Exhibit A: SCOPE OF WORK AND PRICING AGREEMENT

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

I. The annual maintenance plan is as follows:

A. SCHEDULE OF EQUIPMENT TO BE COVERED:

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

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

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

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

2. MID-SEASON INSPECTION (SUMMER):

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

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

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

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

- p. Check and tighten electrical conditions

4. MID-SEASON INSPECTION (WINTER):

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

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

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

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

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

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

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

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

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

- f. Set all thermostats for desired space temp

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

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

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

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



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

July 15, 2020

Department: Public Works

Low Bidder and
Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

\$4,074.81

General Scope of Work Description/Project:

WWTF Aeration Basin – Mixer Repair (WA-54):

The wastewater treatment facility (WWTF) has mixers that assist with the processing of wastewater in the aeration basins. The mixer needed to be repaired. FTC inspected the mixer and made the necessary repairs.

The 2020 budget includes funding in the sewer maintenance. There is capacity in the Building Maintenance line item to cover this expense.

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

On February 20, 2018, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system. The contract was extended until February 2021.

Project Start Date:

5/12/20

Estimated Completion Date:

07/15/20

Budget Account Code:

30-501.06-01-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

7/15/20

7/15/20



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0018

Work Authorization #54 -2020

Date: May 12, 2020
Issued to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127
Project/Work Description: WWTP Aeration Basin
Title: Field Service Call – Check, inspect, repair Sulzer

Scope of Work/Purpose: WWTP Aeration Basin. – Invoice No. 13735

Schedule and Price

- See attached invoice for price breakdown

Total \$4,074.81

Project Start Date: May 12, 2020
Estimated Completion Date: June 12, 2020
Latest Acceptable Date: June 12, 2020
Estimated Cost: \$4,074.81
Expenditure Limit: \$4,074.81
Budget Account Code: 30-501.06-01-00

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

Name/Title: Angie Schlitzer / Acct. Clerk Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 5/26/20

Authorization

Department Head: Alysen Abel Date: 7/15/20
Alysen Abel, Public Works Director

City Administrator (if over \$2,500): Joe Parente Date: 7/15/20
Joe Parente, City Administrator

Mayor (if over \$10,000): _____ Date: _____
Nanette K. Johnston

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

Invoice

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

Date	Invoice #
5/12/2020	13735

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

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

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
WA #49-2020	Net 30	6/11/2020	MAS	Service	Factory	49166	WK001513
Quantity	U/M	Item	Description			Unit Price	Amount
			Facility: WWTP Location: Aeration Basin				
			Check, inspect, and estimate repair of Sulzer Mixer Model RW6522 A60/12 EC, SN: 49166, 8HP, 3PH, 570RPM, 460V, 17.5Amps				
1	EA	61702020	Viton Seal Kit, RW650EC, A60, 90, 120X			676.00	676.00
1	EA	65000776	Stator Laminations A50/12 400/695/50			907.34	907.34
1	HR	Labor-MO-RQ	Wash & Bake Stator			75.00	75.00
3	EA	Contract Services	Balance Propeller			100.00	300.00
7	EA	Contract Services	Weld Stator Housing & Propeller			100.00	700.00
4	HR	Labor-MO-RQ	Labor-MO - Inspection			75.00	300.00
4	HR	Labor-MO-MM	Labor-MO - Clean Parts			75.00	300.00
8	HR	Labor-MO-TA	Labor-MO - Assembly			75.00	600.00
1	MLS		Materials, Lubes, Solvents & Supplies			50.00	50.00
1	Freight		Freight			166.47	166.47
We appreciate the opportunity to be of service to you!					Subtotal	\$4,074.81	
A convenience fee of 4% will be added to all credit card orders. Accounts not paid within terms are subject to a 1.5% monthly finance charge.					Sales Tax (8.6%)	\$0.00	
Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127					Total	\$4,074.81	



CITY ADMINISTRATOR
PURCHASING APPROVAL

July 15, 2020

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Hi-G Enterprises, LLC (Dane Hisel)
20900 Humphreys Road
Platte City, MO 63079

\$5,000

General Scope of Work Description/Project:

2020 Wetland Maintenance (WA-14):

Each year, the City hires a contractor to mow the invasive grasses in Platte Landing Park. There is about 100 acres that requires mowing with a brush hog. The City does not have the equipment to mow this area, and requires contracting with a third party. This helps to control the overgrowth. This contract provides for maintenance throughout the year, with a maximum of three mowings anticipated.

The Parks budget includes \$10,000 for mosquito and weed control. There is capacity in the Parks budget to cover this expense.

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

When staff reached out to farmers and contractors three years ago to inquire about performing this work, only one person was interested. Dane Hisel is a local farmer who has the equipment necessary. He has mowed Platte Landing Park over the past few years.

Project Start Date:

7/1/20

Estimated Completion Date:

12/31/20

Budget Account Code:

10-525.07-51-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

7/15/20

7/15/20



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

City of Parkville Work Authorization #14 for Park Mowing

Date: July 14, 2020
Issued to: Hi-G Enterprises, LLC
Dane Hisel
20900 Humphreys Road
Platte City, MO 63079

Project/Work Description

Title: 2020 Wetlands Maintenance
Scope of Work/Purpose: Brush hog the 100 acre native vegetation area in Platte Landing Park, at a cost of \$16.50 per acre, not to exceed the 100 acre area @ \$1,650.00; up to a total of three mowing's.

Schedule and Price

Project Start Date: July 14, 2020
Estimated Completion Date: December 31, 2020
Latest Acceptable Date: December 31, 2020
Estimated Cost: \$5,000
Expenditure Limit: \$5,000
Budget Account Code: 10-501.09-25-00

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: _____ **Signature:** _____
Company: Hi-G Enterprises, LLC **Date:** _____
Authorization
Department Head: Alysen M. Abel **Date:** 7/15/20
Alysen M. Abel, Public Works Director
City Administrator (if over \$2,500): Joe Parente **Date:** 7/15/20
Joe Parente, City Administrator
Mayor (if over \$10,000): _____ **Date:** _____



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

July 15, 2020

Department: Public Works

Low Bidder and
Contract Amount:

KAT Nursery
5840 NW Prairie View Road
Kansas City, MO 64151

\$3,360.00

General Scope of Work Description/Project:

Farmers Market Landscaping:

The bank south of the Farmers Market area was impacted by flooding. Based on comments from the Board of Aldermen, staff was instructed to provide a short-term alternative to restore this area. Due to the limited alternatives available during the summer months, staff installed decorative rock. The cost of this invoice is for the material, the Public Works staff provided the trucking and labor needed to spread the rock. It is anticipated that additional beautification will take place in this area.

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

This type of decorative gravel was purchased directly from KAT Nursery.

Project Start Date:

7/2/20

Estimated Completion Date:

7/15/20

Budget Account Code:

10-525.05-41-03

Authorization:

☐ City Administrator:

Joe Larente

Date:

7/15/20

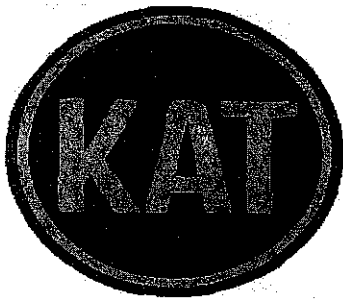
☐ Department Head:

Alyssa Mahal

7/15/20

☐ Mayor (if applicable):

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



5840 NW Prairie View Road
Kansas City MO 64151
Phone: (816) 912-2810 Stone Sales: (816) 912-2814

INVOICE

Order Number

SI-192494

Requested Ship Date

07/02/2020

Please Remit all Payments to:
KAT Wholesale Outdoor
5840 NW Prairie View Rd
Kansas City, MO 64151

Bill To: City of Parkville
8880 Clark Avenue
Parkville MO 64152
Ph: (816) 741-7676

Ship To: City of Parkville
8880 Clark Avenue
Parkville MO 64152
Ph: (816) 741-7676
Fax: (816) 741-0013

ORDER DATE		SHIP VIA		TERMS	
07/02/2020		Stock		NET 30	
DISCOUNT		SALES PERSON		PO Number	
0.00				English Landing	
QTY	SIZE	DESCRIPTION	COMMON	UNIT PRICE	EXT PRICE
120,000	lb.	Decorative Gravel, Ozark 2" (large)	Decorative Gravel, Ozark 2" (large)	\$0.03	\$3,360.00

Extended Total: \$3,360.00

Net Amount: \$3,360.00

Signature: _____ Date: _____

Total: \$3,360.00

*Signature of this document indicates that all materials are received as accurate in number and acceptable in condition. The Customer may reject unacceptable material at the time of delivery or pickup only and such adjustments must be noted on the paperwork above. Adjustments requested after time of delivery or pickup will not be accepted. No warranty on livability is expressed or implied. Returns of plant material are strongly discouraged and will be accepted only at the discretion of a KAT Site Manager. Ball and Burlap trees and shrubs that have left KAT Wholesale Outdoor facilities or have been off-loaded at the point of delivery may not be returned. KAT Wholesale Outdoor will not accept hard good returns of partial pallets of natural stone or any product sold in bulk. A re-stock fee of 25% will be assessed on all approved returns.

CUSTOMER COPY

525.05.41.03



Finance Committee Meeting
Monday, July 13, 2020 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

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

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Robert Lock

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

2. Financial Updates

A. Report on Phase II Property Transfer for Parkville Development 70, LLC

City Administrator Joe Parente provided an update on Phase II of the property transfer by Parkville Development 70, LLC, noting that closing was scheduled on July 31. He said that a partial occupancy permit could be issued for one building that will be completed. After speaking with the City's bond counsel and attorney, Parente noted that if it came down to the last minute and a full occupancy permit was not issued, the transfer could go ahead and closed or held a couple days later without Board of Aldermen approval because the developer had overwhelmingly met with clauses in the agreement.

3. Action Items

A. Approve the minutes from the June 30, 2020, meeting

Dave Rittman moved to approve the June 30, 2020, minutes. Robert Lock seconded; motion passed 4-0.

B. Approve a construction services agreement with Multicon to install pickleball courts and relocate the basketball court in English Landing Park

Public Works Director Alysén Abel stated that the project included building four regulation courts. Several locations in English Landing Park and Platte Landing Park were reviewed and discussed with the Community Land and Recreation Board (CLARB). The recommended location was a north-south configuration without much wind and had the least disturbance from noise and lighting which was determined to be where the basketball court was located behind the restroom in English Landing Park. The basketball court would be relocated to south of the sand volleyball courts and the cost was included in the proposed agreement. A bid opening was held in March and four responses were received. CLARB recommended approval at its July 8 meeting.

Discussion focused on determining how COVID-19 pandemic had affected the park sales

tax revenues. The Committee requested a report showing a bigger picture of the revenues coming in and the projects that have been approved using the funds. City Administrator Joe Parente said that he could present a report at the July 27 meeting.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Multicon for the installation of the pickleball courts and relocation of the basketball court in the amount of \$110,866. Lock seconded; motion passed 4-0.

C. **Approve a construction agreement with Goins Enterprises for the Riverchase Forcemain relocation**

Public Works Director Alysén Abel said that a work authorization was approved with North Hills Engineering for design assistance following a discussion between City staff and the Missouri Department of Transportation (MoDOT) regarding a forcemain that was discovered during work being done near Mattox Road and Route 9. MoDOT was not sure who owned the forcemain and contacted the City once they determined who owned the forcemain. Abel noted that the City was responsible for the cost to relocate the forcemain because it was a City utility in the state's right-of-way. Six bids were received and because the City was not aware of the project until June, the cost was not included in the 2020 budget. She added that there were budget savings from the McAfee Forcemain Replacement project to cover the expense. Inspections would be completed by North Hills Engineering and the City's construction inspector.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Goins Enterprises for the Riverchase Forcemain relocation in the amount of \$18,480. Lock seconded; motion passed 4-0.

D. **Approve a two-year service agreement with Metro Rolloff to pump the restroom in Platte Landing Park**

Public Works Director Alysén Abel stated that a restroom was located near the dog parks in Platte Landing Park and staff worked to determine how many times the restroom should be pumped each year. The options included 1) once per month, 3) nine times per year to pump monthly during peak periods and bi-monthly during non-peak periods, or 3) bi-monthly. Staff reached out to six companies and received three quotes. Metro Rolloff, who provided services for the portable restrooms throughout the parks and dumpster rental for the annual spring and fall cleanup events, was the low bidder and would charge \$500 per pumping. Staff recommended pumping the restroom nine times per year to cover the peak times.

Discussion focused on how many times to pump the restrooms, the cost to maintain the portable restrooms versus building permanent restrooms in other locations of the parks and ensuring that the restroom in English Landing Park was still cleaned at the same high level it has been cleaned.

Rittman moved to recommend that the Board of Aldermen approve a two-year service agreement with Metro Rolloff in the amount of \$4,500 per year, with the rates outlined in the service agreement. Lock seconded; motion passed 4-0.

4. **Non-Action Items**

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

6. **Other Business**

Nan Johnston requested a status update on the dog park shade structures and Public Works

Director Alysén Abel said that staff was looking into roller shades similar to the ones installed at the Farmer's Market. She noted that staff was obtaining pricing to determine if it was the best option.

Chair Sportsman requested a status update on the request for proposals for management of the sewer plant and Abel responded that she, City Engineer Jay Norco and City Administrator Joe Parente were reviewing the two proposals received.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:31 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE
Policy Report

Date: July 23, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Twin Traffic Marking for the 2020 Pavement Marking Program (Public Works)

BACKGROUND:

Each year, the City programs money in the Capital Improvements Program (CIP) for pavement marking. The Public Works staff identifies areas that require pavement marking, which are outlined in the bid document.

In July, the City released a bid request for the pavement marking. The City received bids from three contractors. The bid tabulation is included as Attachment 1. Morgan Contractors provided the low bid at \$15,609.40.

The bid document requested that the contractor have truck-mounted pavement marking equipment. Although technically their small equipment mounted on a pickup truck meets the specifications, there are concerns that the smaller scale equipment is not large enough to handle the increasing needs of the City. This year's pavement marking program will include approximately three miles of River Road, as well as major arterials such as East Side Drive, Crooked Road, and Cross Road. The larger equipment will provide better quality striping in less time.

Twin Traffic is the next low bidder with a bid of \$16,466.10, with a difference of \$856.70 between the bids. Twin Traffic has been the primary contractor used in the past for pavement marking. They have familiarity with staff and the City's streets. Furthermore, they have the heavy duty equipment needed to provide the quality.

BUDGET IMPACT:

The Transportation Fund includes \$10,000 for pavement marking. There is savings in other line items in this budget that will cover the additional expense. One example is deferring the purchase of a snow box attachment, in the amount of \$5,000.

ALTERNATIVES:

1. Approve a construction agreement with Twin Traffic.
2. Approve a construction agreement with Morgan Contracting.
3. Provide further direction to staff related to the pavement marking contract.
4. Do not approve the construction agreement

5. Postpone this item.

STAFF RECOMMENDATION:

Due to the concerns with the poor quality with the smaller equipment, staff recommends contracting with Twin Traffic for the pavement marking program.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Twin Traffic Marking in the amount of \$16,466.10.

ATTACHMENTS:

1. Bid Tabulation
2. Detailed Bid Tabulation
3. Draft Agreement

BID TABULATION

2020 Pavement Marking
Bid Opening Wednesday, July 22, 2020
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
Morgan Contractors, Inc. Belton, MO	\$15,609.40
Twin Traffic Marking KCKS	\$16,466.10
IBC Traffic, Inc. KCMO	\$18,934.60

(*) Recommended Award of Purchase

BID TABULATION
2020 Pavement Marking
Bid Opening Wednesday, July 22, 2020
10:05 a.m., Public Works Conference Room

Twin Traffic Marking Corporation
Kansas City, KS

Project Totals - Restripe	Unit Price	Total Price
Double Yellow Center Line with glass beads = 30,170 Lineal Feet	.28	\$8,447.60
Shoulder Lines White with glass beads = 55,500 Lineal Feet	.14	\$7,770.00
10 Skip 30 Yellow Center Line = 1,775 Feet	.14	\$248.50
Base Bid Total Price		\$16,466.10
<u>Additional Pricing:</u> <u>(Stop Bars & Crosswalks 2 foot width)</u>		
Painted Stop Bars Price per L F	\$8.00	
Thermoplastic Stop Bars Price per LF	\$22.00	
Painted Crosswalk Bars Price per LF	\$4.00	
Thermoplastic Crosswalk Bars Price per LF	\$11.00	
Removal of Existing Thermoplastic Unit Price per Sq. Yd.	\$125.00	
Painted Turn Arrows	\$140.00	
Thermoplastic Turn Arrows	\$450.00	

Morgan Contractors, Inc.
Belton, MO

Project Totals - Restripe	Unit Price	Total Price
Double Yellow Center Line with glass beads = 30,170 Lineal Feet	.27	\$8,145.90
Shoulder Lines White with glass beads = 55,500 Lineal Feet	.13	\$7,215.00
10 Skip 30 Yellow Center Line = 1,775 Feet	.14	\$248.50
Base Bid Total Price		\$15,609.40
<u>Additional Pricing:</u> <u>(Stop Bars & Crosswalks 2 foot width)</u>		
Painted Stop Bars Price per L F	\$8.00	
Thermoplastic Stop Bars Price per LF	\$27.00	
Painted Crosswalk Bars Price per LF	\$8.00	
Thermoplastic Crosswalk Bars Price per LF	\$27.00	
Removal of Existing Thermoplastic Unit Price per Sq. Yd.	\$125.00	
Painted Turn Arrows	\$140.00	
Thermoplastic Turn Arrows	\$450.00	

IBC Traffic, Inc.
KCMO

Project Totals - Restripe	Unit Price	Total Price
Double Yellow Center Line with glass beads = 30,170 Lineal Feet	.28	\$8,447.60
Shoulder Lines White with glass beads = 55,500 Lineal Feet	.18	\$9,990.00
10 Skip 30 Yellow Center Line = 1,775 Feet	.28	\$497.00
Base Bid Total Price		\$18,934.60
<u>Additional Pricing:</u> <u>(Stop Bars & Crosswalks 2 foot width)</u>		

Painted Stop Bars	Price per L F	\$3.10	
Thermoplastic Stop Bars	Price per LF	\$11.75	
Painted Crosswalk Bars	Price per LF	\$.65	
Thermoplastic Crosswalk Bars	Price per LF	\$6.23	
Removal of Existing Thermoplastic Unit Price per Sq. Yd.		\$221.00	
Painted Turn Arrows		\$75.00	
Thermoplastic Turn Arrows		\$165.00	

(*) Recommended Award of Purchase

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 20____ by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____, _____ ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: Alysén Abel, Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving

at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CONTRACTOR _____

By: _____

CITY OF PARKVILLE

Policy Report

Date: July 23, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a three year service agreement with Alliance Water Resources for the management, operation and maintenance of the City's wastewater treatment and collection system (Public Works)

BACKGROUND:

Since 2003, the City's sewer treatment and collection system has been maintained by Alliance Water Resources. The initial agreement was for a period of three years and has been renewed every three years since that time. In December 2017, the Board of Aldermen approved a contract renewal for an additional three years, which expires at the end of 2020.

In April, the Finance Committee directed staff to release a Request for Qualifications (RFQ) for the sewer management. Staff prepared and released an RFQ in May. On June 30, 2020, two sewer management firms submitted proposals. In the RFQ documents, the firms were requested to submit their fees in a separate sealed envelope.

A selection committee comprised of the City Administrator, Public Works Director, and on-call City Engineer reviewed the qualifications outlined in the proposals. The committee met to discuss the qualifications of each firm. Both firms were determined to be qualified to perform the services. Alliance Water Resources was selected during the qualifications based selection process. Their strengths were with the familiarity with Parkville system, as well as their knowledge and experience.

Once the rating was compiled based on qualifications, the envelopes containing the fee proposals were opened. The Alliance fee proposal was slightly lower than the other firm's proposal. The Alliance fee proposal reflected a 0% increase from their 2020 management fee of \$305,712.

The draft agreement was updated to include new contract language and reflects additional features such as utility locates. The revised agreement is included as Attachment 2.

BUDGET IMPACT:

Sewer management services are supported by the Sewer Fund and user fees collected from sewer users. The 2021 budget will reflect the proposed fee structure in the Sewer Fund.

ALTERNATIVES:

1. Approve a service agreement with Alliance Water Resources.

2. Provide direction to staff related to the sewer management contract.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the service agreement with Alliance Water Resources. Alliance has been an integral part of the City's staff since 2003. They have continued to provide outstanding customer service to the community.

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 three year service agreement with Alliance Water Resources effective January 1, 2021.

ATTACHMENTS:

1. Revised Agreement
2. Original Contract

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4th day of August, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and ALLIANCE WATER RESOURCES ("Contractor").

WHEREAS, Contractor is engaged in the business of providing management operation, and maintenance services for the public wastewater utilities; and

WHEREAS, City owns a public wastewater treatment system and is engaged in providing public utility wastewater service in certain areas in or adjacent to the City of Parkville; and

WHEREAS, City desires to retain Contractor to perform certain operations and maintenance services in accordance with the terms and conditions as outlined in Exhibit A to this Agreement ("Construction Services"), and

WHEREAS, City has budgeted funds to acquire the services necessary to retain a third-party company to perform Sewer Management Services; and

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

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

I. INTRODUCTION

- A. The foregoing recitals are adopted as part of this Agreement.
- B. This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operation and maintenance of City's water system.
- C. This Agreement, including any and all Exhibits, Addendums, and Amendments thereto, is the entire Agreement between the City and the Contractor.

II. DEFINITIONS

- A. The "Facility" located at 12303 NW Hwy FF, Parkville MO 64152 means wastewater treatment plants, all pumping stations, pipes, storage tanks and basins and related equipment, vehicles and rolling stock owned by City and used in the treatment of wastewater.
- B. "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility items that cost more than (\$200); or (2) major repairs which significantly extend equipment or Facility service life and cost more than One Thousand Dollars (\$1,000); or (3) expenditures that are planned, non-routine and budgeted by City.
- C. "Base Fee" means a fixed sum for the Contractor's services. The Base Fee includes all direct costs including Repair Expense, labor, overhead, and profit for the Contractor's performance of operation and maintenance of the Facility as expressly required hereunder.

- D. "Preventative Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Contractor to maximize the service life of the equipment, vehicles, and Facilities.
- E. "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle or Facility or some component thereof.
- F. "Biologically Toxic Substance" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required by City's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- G. "Repair Limit" means the total dollar budget of the Contractor during a 12-month period for all Maintenance and Repair Costs. The Repair Limit is included in the Contractor's Base Fee. Receipts shall be submitted upon request of the City.
- H. "Force Majeure" means any event beyond the reasonable control of the Contractor, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, the Contractor's employees), civil commotion, epidemic, acts or omissions of City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from Abnormal Condition.
- I. "Service Commencement Date" means the date on which the Contractor begins operation and maintenance of the Facility.
- J. "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- K. "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity.

III. GENERAL

- A. It is understood that the relationship of Contractor to City is that of independent contractor.
- B. All grounds, facilities, equipment, and vehicles now owned by City or acquired by City shall remain the property of City.
- C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.
- D. This Agreement shall be binding upon the respective successors and assignees of each of the parties thereto.

- E. 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:

Notices sent by Contractor shall be sent to:

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

Notices sent by the City shall be sent to:

Alliance Water Resources
Attn: Tim Geraghty, PE
573-874-8080
206 South Keene Street
Columbia, MO 65201

This Agreement may be modified only in writing and signed by the parties. All releases, indemnities and limitations on liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

IV. SCOPE OF SERVICES

- A. Contractor shall operate and maintain the Facility in accordance with all applicable laws, ordinances, regulations and this Agreement and more specifically shall provide the following services:
1. Coordinate with regulatory agencies regarding treatment plant performance and compliance.
 2. Maintain communications with City to keep the client fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, etc. Attend all meeting of City and report on operations.
 3. Submit to City a monthly report describing the general operational and maintenance activities undertaken. Maintain adequate records to document this report in detail.
 4. Develop and implement a comprehensive preventative maintenance program in accordance with manufacturer's recommendations and the system's operation and maintenance manual.
 5. Perform corrective maintenance and repair of all Facility equipment.
 6. Provide twenty-four (24) hour emergency services, seven (7) days per week, 365 days per year.

7. Staff Facility with qualified personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements, and Parkville specific certification requirements as described in Attachment 1.
8. Assist City with facility capital improvements planning, annual budget preparation, and other miscellaneous technical services.
9. Perform all sampling, testing, and analysis presently required by the existing permits, rules, and regulations. Perform additional testing as may be required in subsequent permits, rules, and regulations at an additional charge subject to approval of City. Pay for all outside and onsite laboratory testing.
10. Provide all lab supplies, office supplies, paper, postage, tools, etc. Provide all safety equipment to comply with OSHA regulations.
11. Provide necessary chemicals, consumable materials, and supplies.
12. Provide for all maintenance and repairs for the Facility provided the total amount does not exceed Annual Repair Limit of \$10,000. Contractor shall rebate to City the entire amount that the actual repairs were less than the Repair Limit in any year of this Agreement. City shall be responsible for all maintenance and repairs in excess of Repair Limit, providing City is notified in advance of any maintenance repairs in excess of Repair Limit.
13. Perform other services that are incidental to Scope of Services as directed by the City. Such services will be invoiced to City at Contractor's cost plus ten percent (10%). Incidental services shall not be performed without prior notification to the City.
14. Maintain all manufacturers' warranties and assist City in enforcing equipment warranties and guarantees.
15. Offer employment to all personnel assigned full-time to Facility as of the Service Commencement Date of this Agreement providing comparable benefits and wages. An exception to this can be made for the local plant manager, who is under a separate contract for their employment.
16. Perform Missouri One-Call Line Locates for sewer and storm sewer facilities.
17. Provide one (1) service vehicle and all necessary fuel, insurance, taxes and maintenance.
18. Provide and pay for all Cell Phone expenses for employees.
19. Provide one computer for employee use and pay all associated costs of computer software, upkeep, program updates, etc.

20. Provide Comprehensive or Commercial General Liability Insurance for bodily and/or property damage in the minimum amount of \$2 million or General Aggregate, \$1 million per occurrence and \$4 million Umbrella Aggregate.

B. The City shall:

1. Provide for Contractor use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at Facility or currently available to or assigned for Facility use.
2. Pay all repair expenses in excess of Repair Limit.
3. Make Capital Expenditures at the Facility as deemed necessary by City. Contractor will cooperate with the City to determine the necessity and cost of Capital Expenditures.
4. Pay all taxes or governmental fees or licenses, if any, associated with the Facility.
5. Pay all utility expenses.
6. Pay for all chemical additives to the pressure sewer system in Riss Lake as per current price.
7. Pay for all third party sludge hauling and disposal cost.
8. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Contractor.

V. COMPENSATION

- A. Contractor's Base Fee compensation under this Agreement shall be \$305,712.00 per year for the first year of service. The Base Fee includes a Repair Limit of \$ 10,000 per year. This limit shall not be exceeded without the approval by City.
- B. City will pay Contractor each month one-twelfth (1/12) of Base Fee and payment shall be due and payable on the first day of the month that services are rendered. All other compensation to Contractor is due upon receipt of Contractor's invoice and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.
- C. Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (U.S. City Average) in the prior 12 month period as published by the U.S. Dept of Labor. Such increase, however, shall not be less than 3% nor exceed 6% unless otherwise agreed upon.
- D. Base Fee shall be equitably adjusted for any substantial change in the costs of Facility operation and maintenance, including but not limited to changes in flow, customer accounts, plant design,

regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

- E. It is understood that Contractor Base Fee compensation for the first year of service includes specifically the following:

Salary, Benefits & Support Services
Office Expense
Travel Expense
Repair Expense
Chemical Expense
Maintenance & Supplies
Outside Services
Equipment Insurance & Miscellaneous
General & Administrative Expenses
Management Fee
Repair Limit of \$10,000

VI. TERM AND TERMINATION

- A. The initial term of this Agreement shall commence on the 1st day of January, 2021, and shall extend for a period of three (3) years. Thereafter, the Agreement shall be renewed automatically for successive terms of three (3) years each unless cancelled by either party in writing no less than ninety (90) days prior to expiration.
- B. This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.
- C. Such termination shall be effective as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.
- D. If a breach is claimed by Contractor over a disputed invoice or payment, Contractor will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period. The parties agree that any and all disputes under the terms of this Agreement shall be determined by arbitration. The parties shall choose a neutral arbitrator which will be governed by the rules of the American Arbitration Association or those rules mutually agreed upon by both parties.

- E. Upon notice of termination, City and Contractor shall agree to an action plan that will enable City to resume operation in an organized fashion. The Contractor agrees to assist and cooperate with City in any such transition.

VII. INDEMNITY

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

VIII. LIABILITY

- A. Contractor shall be liable for fines or civil penalties imposed by regulatory agencies for violation of City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Contractor negligence or willful conduct. Contractor shall be given full authority to contest such violations and City shall assist Contractor in such proceedings, except that the City shall not have responsibility for any legal fees. Except to the extent caused by Contractor's negligence, willful conduct, or breach of its obligations under this Agreement. Contractor shall be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters (as defined in Exhibit B), influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to abnormal conditions.
- B. Contractor's liability to City under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility.

IX. INSURANCE

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

X. WARRANTY

- A. Contractor warrants that it will operate and maintain the Facility in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for maintenance and operation of similar facilities within Facility's design capacity.

XI. FORCE MAJEURE

- A. All parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

XII. OWNERSHIP OF WORK PRODUCT

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

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. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

ALLIANCE WATER RESOURCES

CITY OF PARKVILLE, MISSOURI

By: _____
Signature

By: _____
Nanette K. Johnston, Mayor

Name

Title

ATTEST:

ATTEST:

Signature

Melissa McChesney, City Clerk

Name

Title

EXHIBIT A

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

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

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

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

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

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

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's

Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

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

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

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

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

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT B

SCOPE OF SERVICES SEWER MANAGEMENT SERVICES

The scope of services includes the daily operations and maintenance of the City's Extended Air Wastewater Treatment Plant, 6 pump stations, and approximately 31 miles of gravity and force mains.

The operations and maintenance requires 3 full-time local employees, consisting of one local plant manager and 2 operators. The employees should meet the minimum levels of experience and certifications as required by the State of Missouri. In addition to the state requirements, the City will require one employee be certified "B" Operator or higher and one employee be certified "C" Operator or higher.

All employees must reside within a 20-mile radius of Parkville city limits, in order to respond to emergency call-outs. Sewer operations and maintenance requires a least one employee available for emergency call-outs 24-hours a day, 7-days a week, 365-days per year.

The company shall include resident experts in the wastewater industry, available to help support the City and local employees with wastewater-related issues. Any expenses incurred associated with the additional expertise needed within the company shall be included in the Base Fee.

Other services include land application of all biosolids, monitoring the odor control unit at Riss Lake, and performing storm and sanitary sewer utility locates generated through the Missouri One-Call system.

The local plant manager will serve as a main contact for all sewer-related issues on behalf of the City and will coordinate with Public Works employees on collaborative efforts.

The company providing the sewer management services shall provide and maintain Workers Compensation for all employees as required by Law. The company shall provide all employee benefits, payroll taxes, insurance, retirement, training, vacation, overtime, etc. The company shall also provide a Certificate of Insurance, and associated endorsements, as required by City contract documents.

The local plant manager will be responsible for management of sewer-related spending associated with the sewer operations. The manager will also be responsible for providing input into the development of the sewer operations budget and capital improvements program. The local plant manager will be responsible for overseeing the preventative maintenance program of wastewater pumps.

The management fee shall be paid monthly. The City is not responsible for any additional overtime accrued for operations and maintenance activities.

The term of the agreement shall be for a three-year period. The cost provided in the proposal response shall include the total cost of sewer management services for the annual period beginning January 1, 2021 through December 31, 2021.

BILL NO. C/A 69

ORDINANCE NO. C/A 69

AN ORDINANCE REPEALING ORDINANCE C/A 66 AND AUTHORIZING THE MAYOR TO ENTER INTO A NEW AGREEMENT WITH ALLIANCE WATER RESOURCES TO OPERATE THE PARKVILLE SEWER PLANT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

Section 1. The mayor is hereby authorized and directed to sign the service agreement proposed by Alliance Water Resources for operation of the Parkville sewer plant. Said agreement is attached hereto and incorporated herein by reference.

Section 2. This agreement shall be in effect immediately upon its signing by both parties.

PASSED this 17th day of December, 2002.


Mayor Charles E. Kutz

ATTESTED: Sandra Gower
Asst. City Clerk ~~Barbara J. Lance~~

APPROVED this 17th day of December, 2002.


Mayor Charles E. Kutz

ORD. NO. C/A 69

SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 17th day of December, 2002 by and between City of Parkville, a municipal Corporation of the State of Missouri, (hereinafter referred to as "City") and Alliance Water Resources, Inc., a Missouri corporation, (hereinafter referred to as "Alliance"),

WITNESSETH:

WHEREAS, Alliance is engaged in the business of providing management, operation and maintenance services for public water and wastewater utilities; and

WHEREAS, City owns a public wastewater treatment system and is engaged in providing public utility wastewater service in certain areas in or adjacent to the City of Parkville; and

WHEREAS, City is desirous of retaining Alliance to perform certain operation and maintenance services in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, for and in consideration of the mutual promises contained herein contained and subject to the terms and conditions herein stated, City and Alliance hereby agree as follows:

1. INTRODUCTION

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operation and maintenance of City's water or wastewater system.

1.3 This Agreement, including any and all Exhibits, Addendums, and Amendments thereto, is the entire Agreement between City and Alliance.

2. DEFINITIONS

2.1 The "Facility" located at 101 McAfee, Parkville, MO 64152 means wastewater treatment plants, all pumping stations, pipes, storage tanks and basins and related equipment, vehicles and rolling stock owned by City and used in the treatment

of wastewater, as specifically described in Exhibit A. Individual home grinder pump stations are not included in this definition.

2.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility items that cost more than Two Hundred Dollars (\$200.00); or (2) major repairs which significantly extend equipment or Facility service life and cost more than One Thousand Dollars (\$1,000.00); or (3) expenditures that are planned, nonroutine and budgeted by City.

2.3 "Base Fee" means a fixed sum for Alliance services. The Base Fee includes all direct costs including Repair Expense, labor, overhead, and profit for Alliance performance of operation and maintenance of the Facility as expressly required hereunder.

2.4 "Preventive Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Alliance to maximize the service life of the equipment, vehicles, and Facility.

2.5 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle or Facility or some component thereof.

2.6 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required by City's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

2.7 "Repair Limit" means the total dollar budget of Alliance during a 12-month period for all Maintenance and Repair Costs.

2.8 "Force Majeure" means any event beyond the reasonable control of Alliance, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, Alliance employees), civil commotion, epidemic, acts or omissions of City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in Exhibit C or Abnormal Conditions.

2.9 "Service Commencement Date" means the date on which Alliance begins operation and maintenance of the Facility.

2.10 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BOD₅.

2.11 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity set forth in Exhibit B.

3. GENERAL

3.1 It is understood that the relationship of Alliance to City is that of independent contractor.

3.2 All grounds, facilities, equipment, and vehicles now owned by City or acquired by City shall remain the property of City.

3.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

City: City of Parkville
 1201 East Street
 Parkville, MO 64152

Alliance: Alliance Water Resources
 206 South Keene Street
 Columbia, MO 65201

3.6 This Agreement may be modified only in writing and signed by the parties. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

4. SCOPE OF SERVICES

4.1 Alliance shall operate and maintain the Facility in accordance with all applicable laws, ordinances, regulations and this Agreement and more specifically shall provide the following services.

- a. Coordinate with regulatory agencies regarding treatment plant performance and compliance.**
- b. Maintain communications with City to keep client fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, etc. Attend all meetings of City and report on operations.**
- c. Submit to City a monthly report describing the general operational and maintenance activities undertaken. Maintain adequate records to document this report in detail.**
- d. Develop and implement a comprehensive preventive maintenance program in accordance with manufacturer's recommendations and the system's operation and maintenance manual.**
- e. Perform corrective maintenance and repair of all Facility equipment.**
- f. Provide twenty-four hour emergency service seven (7) days per week.**
- g. Staff the Facility with qualified personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements.**
- h. Assist City with facility capital improvements planning, annual budget preparation, and other miscellaneous technical services.**
- i. Perform all sampling, testing, and analysis presently required by the existing permits, rules, and regulations. Perform additional testing as may be required in subsequent permits, rules, and regulations at an additional charge subject to approval of City.**
- j. Provide necessary chemicals, consumable materials, and supplies.**
- k. Provide for all maintenance and repairs for the Facility provided the total amount does not exceed the Annual Repair Limit. Alliance shall rebate to City the entire amount that the actual repairs were less than the Repair Limit in any year of this Agreement. City shall be responsible for all maintenance and repairs in excess of the Repair Limit, providing the city**

is notified in advance of any maintenance repairs in excess of the repair limit.

- l. Perform other services that are incidental to the Scope of Services as directed by City. Such services will be invoiced to City at Alliance's cost plus ten percent (10%). Incidental services shall not be performed without prior notification to the City.
- m. Maintain all manufacturers' warranties and assist City in enforcing equipment warranties and guarantees.
- n. Offer employment to all personnel of City assigned full time to the Facility as of the Service Commencement Date of this Agreement providing benefits and wages comparable to those wages and benefits provided by City.

4.2 City shall:

- a. Provide for Alliance use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at the Facility or currently available to or assigned for Facility use.
- b. Pay all repair expenses in excess of the Repair Limit.
- c. Make Capital Expenditures at the Facility as deemed necessary by City. Alliance will cooperate with City to determine the necessity and cost of Capital Expenditures.
- d. Pay all taxes or governmental fees or licenses, if any, associated with the Facility.
- e. Pay all utility expense.
- f. Pay all repair and maintenance expense for the grinder pump/pressure sewer system in Riss Lake as per current practice.
- g. Pay for all chemical additives to the pressure sewer system in Riss Lake as per current practice.
- h. Pay for all third party sludge hauling and disposal cost.
- i. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Alliance.

5. COMPENSATION

5.1 Alliance Base Fee compensation under this Agreement shall be \$175,500.00 per year for the first year of service. The Repair Limit for this period shall be \$6,500.00. This limit shall not be exceeded without approval by the City.

5.2 City will pay Alliance each month one-twelfth (1/12) of the Base Fee and payment shall be due and payable on the first day of the month that services are rendered. All other compensation to Alliance is due upon receipt of Alliance's invoice and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.

5.3 The Base Fee and Repair Limit shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (U.S. City Average) in the prior 12 month period as published by the U.S. Dept of Labor. Such increase, however, shall not be less than 3% nor exceed 6% unless otherwise agreed upon.

5.4 The Base Fee and or Repair limit shall be equitably adjusted for any substantial change in the costs of Facility operation and maintenance, including but not limited to changes in flow, customer accounts, plant design, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

5.5 It is understood that Alliance base fee compensation for the first year of service includes specifically the following:

Salary, Benefits & Suppt. SVS	\$115,665.56
Office Expense	4,850.00
Travel Expense	3,100.00
Repair Expense	6,500.00
Chemical Expense	7,620.00
Maintenance & Supplies	6,350.00
Outside Services	4,000.00
Equipment, Ins. & Misc,	3,319.30
G&A	8,172.25
Management Fee	15,957.71
Alliance Contract Amount	\$175,534.82

6. TERM AND TERMINATION

6.1 The initial term of this agreement shall commence on the 1st day of January, 2003, and shall extend for a period of three (3) years. Thereafter, the

Agreement shall be renewed automatically for successive terms of three (3) years each unless canceled by either party in writing no less than ninety (90) days prior to expiration.

6.2 This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.

6.3 Such termination shall be effected as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.

6.4 If a breach is claimed by Alliance over a disputed invoice or payment, Alliance will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period. The parties agree that any and all disputes under the terms of this agreement shall be determined by arbitration. The parties shall choose a neutral arbitrator which will be governed by the rules of the American Arbitration Association or those rules mutually agreed upon by both parties.

6.5 Upon notice of termination, City and Alliance shall agree to an action plan that will enable City to resume operation in an organized fashion. Alliance agrees to assist and cooperate with City in any such transition.

7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Alliance shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

City shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any

person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to City's material breach of any term of this Agreement, or any negligent or willful act or omission of City, its employees, or subcontractors in the performance of this Agreement.

City and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and City shall assist Alliance in such proceedings, except that the City shall not have responsibility for any legal fees.. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters (as defined in Exhibit B), influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to abnormal conditions.

7.3 Alliance's liability to City under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility.

7.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

8. WARRANTY

8.1 Alliance warrants that it will operate and maintain the Facility in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for maintenance and operation of similar facilities within Facility's design capacity.

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

10. MISCELLANEOUS

10.1 The parties intend that there shall not be any third party beneficiaries to this Agreement.

10.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

10.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

ALLIANCE WATER RESOURCES

Greg P Mattli
Signature

Gregory P. Mattli
Name

President
Title

Attest:

Dale Wagner
Signature

Dale Wagner
Secretary

CITY OF PARKVILLE

Charles E Kutz
Signature

Charles E. Kutz
Name

Mayor
Title

Attest:

Barbara J. Lance
Signature

Barbara J. Lance
Clerk

EXHIBIT A

Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance's employees at the Facility as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage as follows:

General Aggregate	\$2,000,000
Each Occurrence	1,000,000
Umbrella Aggregate	\$4,000,000

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than Missouri statutory requirements relating to Sovereign Immunity.

Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$500,000 combined single limits per occurrence and in the aggregate.

EXHIBIT B
WASTEWATER FACILITY CHARACTERISTICS

- B1 Alliance shall not be responsible for fines or penalties or any other liability if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance control.**
- B2 Alliance liability regarding payment of fines, penalties, or any other related liability is restricted to effluent limitations established in existing NPDES Permit No. MO-0113085 dated December 22, 1997 which are within the design capacity and capability of the treatment facility. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Section 7 in the Agreement by giving notice to City within forty-five (45) days after the effective date of the revised permit.**

CITY OF PARKVILLE

Policy Report

Date: July 23, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a work authorization with Vireo for a park restroom feasibility study (Public Works)

BACKGROUND:

During the meeting on February 13, the Finance Committee requested that a study be completed, identifying the restroom needs with future build-out of the park.

The park restroom study requires knowledge of the key elements of the 2016 Parks Master Plan, which was completed by Vireo. Since the City has an on-call engineering services agreement with Vireo, this additional work could be completed through a work authorization.

The park restroom study will also require engineering assistance, with knowledge on utility locations and capacity of the sewer mains. The City has an on-call engineering services agreement with North Hills Engineering.

During a meeting with Vireo and North Hills Engineering, staff discussed the goals associated with the park restroom study. Based on that discussion, Vireo completed a scope and fee proposal, which is included as Attachment 1.

BUDGET IMPACT:

The Parks Sales Tax fund includes \$75,000 for professional service fees. There is capacity in this fund to handle this expense.

ALTERNATIVES:

1. Direct staff to approve a work authorization with Vireo for the park restroom study.
2. Provide direction to staff related to the park restroom study.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with Vireo for the park restroom study.

POLICY:

Although this expense is within the City Administrator's approval, this was not a previously identified priority. Staff is looking for direction from the Finance Committee related to this work authorization.

SUGGESTED MOTION:

I move to direct staff to approve a work authorization with Vireo for the park restroom study in the amount of \$5,600.

ATTACHMENTS:

1. Agreement

AGREEMENT BETWEEN CLIENT AND CONSULTANT

for Planning Projects



CONSULTANT: Vireo (Patti Banks Associates LLC dba Vireo)
CLIENT: City of Parkville, MO
PROJECT: Restroom Feasibility Study

DATE ISSUED: July 20, 2020

Whereas, The City of Parkville, MO, CLIENT, has solicited the services of Vireo, CONSULTANT, to perform professional consulting services in connection with the PROJECT as listed above. This AGREEMENT shall consist of the SCOPE OF SERVICES and GENERAL PROVISIONS, and any exhibits attached thereto for the Project.

DESCRIPTION OF PROJECT:

A written study to determine the feasibility of installing restrooms in English Landing and Platte Landing Parks.

SCOPE OF SERVICES, FEE SCHEDULE and DELIVERABLE DATES:

See Attachment A

This AGREEMENT is subject to the General Conditions attached hereto.

COMPENSATION:

- ☒ Lump Sum (includes expenses) \$ 5,600
☐ Lump Sum plus expenses \$
☐ Hourly rates plus expenses (per attached hourly rate schedule)
☐ Hourly rates plus expenses up to a maximum of \$ (per attached hourly rate schedule)
☐ Cost plus overhead / fixed fee (overhead rate is % of direct labor) / (fixed fee is %)
☐ Other (please describe)

For Hourly Rate Agreements, a Schedule of Hourly Rates is attached and shall be referenced when CONSULTANT invoices CLIENT.
For Hourly Rate Agreements, all expenses shall be billed at cost and will be paid to CONSULTANT.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

APPROVED & ACCEPTED:

CLIENT: The City of Parkville, MO

CONSULTANT: Vireo (Patti Banks Associates LLC dba Vireo)

Sign Date

Linda deFlon, Owner Date

Print Name: _____

ATTEST:

ATTEST:

Sign Date

Larry Reynolds Date

Print Name: _____

Attachment A - Scope of Services

Restroom Facility Feasibility Study Riverfront Parks - Parkville, MO

PART 1 - RESTROOM FEASIBILITY STUDY

\$4,000

Vireo will prepare a feasibility study for the evaluation of potential installations of portable, semi-portable, or permanent restroom facilities in the Riverfront Parks (English and Platte Landings). The goal of the study is to provide decision makers with a summary of recommended solutions including the type of product, specific locations, potential cost implications, and phasing of installations.

- 1.1. **POTENTIAL LOCATIONS** - Determine potential locations for restrooms within Platte and English Landing Parks in congruence with the City's Master Plan for the Riverfront Parks. Vireo will provide a map showing the recommended potential locations for consideration of potential future restrooms as well as the type of product(s) proposed in item 1.2 below. Vireo will coordinate these locations with City Staff and the City's on-call Engineer.
- 1.2. **POTENTIAL PRODUCTS** – Vireo will perform a review of potential product types available on the market and appropriate for use in floodway and floodplain areas. Vireo will identify specific product recommendations for each location identified in item 1.1 above.
- 1.3. **ENGINEERING COORDINATION** - Vireo will coordinate potential solutions with City Staff, and the City's on-call Engineer, North Hills Engineering, to determine the availability and feasibility of utilities to service the products.
- 1.4. **PHASING PLAN** - Vireo will provide recommendations for the timing of potential restroom installations in accordance with the phasing plan for the Riverfront Parks and the City's current needs.
- 1.5. **REPORT** - Vireo will compile a single final report as described above and including summaries from the City's on-call Engineer. The report is anticipated to be a 2-3 page document with text, pictures, and a map.

PART 2 - MEETINGS & PRESENTATIONS

\$1,600

- 2.1. **INTERNAL COORDINATION** – Vireo will participate in up to two (2), one-hour, internal coordination meetings with City Staff and/or the City's On-Call Engineer. These may be in person or remote on-line meetings.
- 2.2. **PRESENTATIONS** – Vireo will make two (2) presentations for the following purposes:
 - a. **CLARB** – Vireo will prepare a PowerPoint presentation and present preliminary finding to CLARB and obtain feedback. The Draft Report will be updated to reflect comments received.
 - b. **BOARD OF ALDERMEN** – Vireo will update the PowerPoint presentation and present the final report to the Board of Aldermen.

TOTAL FEE: \$5,600

PART 3 - ANTICIPATED SCHEDULE

July 16 th	Kick-Off Meeting
Aug. 14 th	Preliminary Draft Recommendations to City Staff & On-Call Engineer
Aug. 26 th	Final Draft Report
Aug. 31 st	Draft Presentation to City for Review
Sept. 9 th	CLARB Presentation
Oct. 6 th	Board of Aldermen Presentation

VIREO GENERAL PROVISIONS

SECTION 1 - ADDITIONAL SERVICES OF VIREO

1.1. Unless otherwise expressly included, Vireo's normal and customary landscape architecture/planning services described here or in the Agreement do not include the following categories of work which shall be referred to as Additional Services.

1.2. If Client and Vireo mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Vireo shall perform or obtain from others such services and will be paid therefore as provided in the Agreement. Either Client or Vireo may elect not to perform all or any of the following Additional Services without cause or explanation:

1.2.1. Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Vireo's control.

1.2.2. Providing maps/renderings in addition to those listed in Basic Services.

1.2.3. Providing Public Engagement services in addition to those listed in Basic Services.

1.2.4. Furnishing the services of independent professional associates or consultants for work other than Basic Services.

1.2.5. Services to re-plan some or all of the planning area.

1.2.6. Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

1.3. Services in connection with work directive changes to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Vireo's submissions; and give prompt written notice to Vireo whenever Client observes or otherwise becomes aware of any defect in Vireo's service.

2.2. Client agrees to pay Vireo the amounts due for services rendered and expenses within thirty (30) days after Vireo has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Vireo written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Vireo the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2.2.1. If Client fails to make any payment due Vireo for services and expenses within thirty (30) days after receipt of Vireo's statement therefore, Vireo may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Vireo has been paid in full all amounts due for services, expenses and charges.

2.3. Client shall also do the following and pay all costs incident thereto:

2.3.1. Guarantee access to and make all provisions for Vireo to enter upon public and private property.

2.3.2. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.4. Contemporaneously with the execution of the Agreement, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 3 - TERMINATION

3.1. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

3.1.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

3.1.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

3.1.3. Suspension of the Project or Vireo's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

3.1.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.2. In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Vireo for all services rendered and all reimbursable costs incurred by Vireo up to the date of termination, in accordance with the payment provisions of this Agreement.

3.3. The Client may terminate this Agreement for the Client's convenience and without cause upon giving Vireo not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Vireo, the Client shall pay Vireo, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Vireo in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Vireo in preparing or negotiating any proposals submitted to Client for Vireo's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Vireo's actual costs incurred.

SECTION 4 - DISPUTE RESOLUTION

4.1. Mediation

4.1.1. All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

4.1.2. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

4.1.3. Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

4.2. Arbitration or Litigation

4.2.1. Vireo and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Vireo, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Vireo and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Vireo. If Vireo chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

4.2.2. Client hereby agrees that Vireo shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Vireo and a subconsultant or subcontractor of Vireo or Vireo and any other person or entity, regardless of who originally initiated such proceedings.

4.2.3. If Vireo chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Vireo's home office, Missouri.

4.2.4. The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 5 - MISCELLANEOUS

5.1. Reuse of Documents

5.1.1. All documents, including Drawings and Specifications prepared or furnished by Vireo (and Vireo's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Vireo shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Vireo for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Vireo, or to Vireo's independent professional associates or consultants, and Client shall indemnify and hold harmless Vireo and Vireo's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Vireo to further compensation at rates to be agreed upon by Client and Vireo.

5.2. Electronic Files

5.2.1. By accepting and utilizing any electronic file of any drawing, report or data transmitted by Vireo, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Vireo, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Vireo and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Vireo specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall

be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Vireo, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Vireo or from any reuse of the electronic files without the prior written consent of Vireo.

5.3. Reimbursable Expenses

5.3.1. The expenses incurred by Vireo or Vireo's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Mileage	IRS Rate
Duplication / Printing	
In-house	Actual Cost
Outside	Actual Cost+10%.
Meals	Actual Cost
Postage & Shipping Charges	
for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies	
Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

5.4. Opinions of Cost

5.4.1. Since Vireo has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Vireo's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Vireo's experience and qualifications and represent Vireo's best judgment as an experienced and qualified professional landscape architect, familiar with the construction industry; but Vireo cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Vireo. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator. Vireo's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

5.5. Insurance

5.5.1. Vireo's current general and professional liability insurance and workmen's compensation insurance to protect it from claims for bodily injury, death, property damage, and errors and omissions, as may arise from the performance of services is as follows:

Commercial General Liability	\$1,000,000
Workers' Compensation	\$100,000 / \$500,000
Professional Liability	\$1,000,000
Automobile Liability	\$1,000,000

5.5.2. As required by Client, Vireo and shall name the Client as an additional insured of said policy and shall provide a certificate indicating such.

5.6. Controlling Law and Venue

5.6.1. The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Missouri or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Missouri or the project State locale.

5.7. Subconsultants

5.7.1. Vireo may utilize as necessary in its discretion Subconsultants and other subcontractors. Vireo will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

5.8. Assignment

5.8.1. Client and Vireo each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Vireo (and to the extent permitted by paragraph 5.9.2 the assigns of Client and Vireo) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither Client nor Vireo shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Vireo from employing such subconsultants and other subcontractors as Vireo may deem appropriate to assist in the performance of services under this Agreement.

5.8.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Vireo, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Vireo and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

5.9. Indemnity

5.9.1. Vireo and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

5.10. Limitation on Damages

5.10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Vireo, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Vireo shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

5.10.2. Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Vireo's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Vireo under this Agreement, shall not exceed the cost of attached services. Client acknowledges that such causes include, but are not limited to, Vireo's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

5.11. Entire Agreement

5.11.1. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Vireo.

5.12. Liens

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



2021 Budget Calendar

Revised 07-12-20

August	September	October	November	December
S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

☐ Denotes Board of Aldermen review/action

July 2020

- 17th Budget worksheets issued to staff for capital and operating budgets (all funds).
Preliminary review of parks and nature sanctuary budget request by Community Land and Recreation Board (CLARB).
- 27th Review 2021 budget calendar with Finance Committee

August 2020

- TBD **Board of Aldermen priority setting workshop**
- 18th Public hearing on the revised property tax levy for the 2021 tax year.
- 28th Deadline for departments to have 2021 Budget requests in to the City Administrator.

September 2020

- 1st – 7th Review and creation of initial operating budget for major funds and Capital Improvement Program (CIP)
- 11th Final review of Parks and Nature Sanctuary budget request by Community Land and Recreation Board (CLARB)
- 14th – 22nd City administrator and department head budget meetings
- General Fund and CIP
 - Revenues
 - Administration (includes information technology & public information)
 - Community development
 - Police
 - Municipal court
 - Public works – administration
 - Parks
 - Streets
 - Nature sanctuary
 - Transportation Fund
 - Sewer Enterprise Fund
 - Other funds

October 2020

1 st - 9 th	Review and creation of second iteration of operating budget for major funds and CIP
13 th	Planning and Zoning Commission review of proposed projects for 2021-2025 CIP
20 th	First budget work session with the Board of Aldermen on proposed 2021 budget (3 rd Tuesday - 5:30 p.m.) Tentative Topics – Revenue forecast, General Fund operating budget, Emergency Reserve Fund, Debt Service Funds, minor funds
26 th	Second budget work session with the Board of Aldermen on proposed 2021 budget and 2021-2025 CIP. (Monday – 5:30 p.m.) Tentative Topics – Capital Improvement Plan, Parks Sales Tax Fund, Transportation Fund, General Fund operating follow-up

November 2020

3 rd	Third budget work session with the Board of Aldermen on proposed 2021 Budget and 2021-2025 CIP. (1 st Tuesday – 6:00 p.m.) Tentative Topics – Sewer Fund, miscellaneous follow-up
17 th	Fourth and final budget work session with the Board of Aldermen on proposed 2021 Budget and 2021-2025 CIP. (3 rd Tuesday – 6:00 p.m.) Tentative Topics - Summary review of final budget; follow-up from past budget work sessions.

December 2020

1 st	First reading of ordinance adopting the 2021 budget, 2021-2025 CIP (1 st Tuesday – 7:00 p.m.)
15 th	Second and final reading of ordinance adopting the 2021 budget and 2021-2025 CIP, and amended 2019 City Budget for select funds if necessary (3 rd Tuesday – 7:00 p.m.)

January 2021

1 st	2021 fiscal year begins
29 th	Publication of adopted 2021 budget document