



FINANCE COMMITTEE

Monday, May 13, 2024 4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
- 3. Action Items**
 - A. Approve the minutes for the April 29, 2024, meeting
 - B. Approve a professional services agreement with McClure for consulting engineering services associated with the Bell Road Pedestrian Improvements project from Highway 45 to Hamilton Road (Community Development)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



Finance Committee Meeting
Monday, April 29, 2024 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

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

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

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator/Finance Director Bryan Kidney, Assistant City Administrator Jeffery Rhodes, Public Works Director Dan Harper, Parks and Recreation Director Brittanie Propes, Community Development Director Stephen Lachky (*via videoconference*), Police Chief Kevin Chrisman (*via videoconference*) and Public Works Assistant Bonnie Buckmaster.

2. Financial Updates

A. First Quarter 2024 Budget and Investment Reports

City Administrator Alexa Barton informed the committee that the Sanitary Sewer Closed Circuit Televising Project bid for \$40,156.50. She added that the budget was \$64,000, with some of the funds for contracted engineering expenses with North Hills Engineering. Public Works Director Dan Harper described the areas included in the scope.

Deputy City Administrator/Finance Director Bryan Kidney presented the first quarter 2024 budget and investment reports.

3. Action Items

A. Approve the minutes for the April 8, 2024, meeting

Bob Bennett moved to approve the minutes for the April 8, 2024, meeting. Philip Wassmer seconded; motion passed 4-0.

B. Approve a resolution to adopt an Investment Policy

Deputy City Administrator/Finance Director Bryan Kidney presented the proposed investment policy and resolution.

Bennett moved to recommend that the Board of Aldermen approve a resolution adopting the Investment Policy. Wassmer seconded; motion passed 4-0.

C. Approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish

Deputy City Administrator/Finance Director Bryan Kidney summarized the semi-annual

financial report.

Bennett moved to recommend that the Board of Aldermen approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish. Wassmer seconded; motion passed 4-0.

D. Approve a contract with She Digs It, LLC, for the McAfee Pump Station Rehabilitation construction project

Public Works Director Dan Harper presented the agreement for the McAfee Pump Station Rehabilitation construction project. He said that residents would be notified, and the contractor would work around City events.

Bennett moved to approve a construction contract with She Digs It, LLC, for the McAfee Pump Station Rehabilitation Project in the amount of \$446,314. Wassmer seconded; motion passed 4-0.

E. Approve a contract with Barkley Asphalt Company for the 2024 Asphalt Maintenance construction project

Public Works Director Dan Harper presented an overview of the contract with Barkley Asphalt Company for the 2024 asphalt maintenance project.

Discussion focused on the project areas, and it was noted that parking lots were not included in the scope. City Administrator Alexa Barton said she spoke to the owner of the Commons and was looking for a partnership to fund the parking lots. Harper said that he vetted the contractor, received positive reviews and checked all the references that were received.

Bennett moved to recommend that the Board of Aldermen approve a construction contract with Barkley Asphalt Company in the amount of \$269,837 for the 2024 Asphalt Maintenance Project. Wassmer seconded; motion passed 4-0.

4. Non-Action Items

A. Pavement Marking Project Update

Public Works Director Dan Harper said that the Pavement Marking Project went out for bid and one bid was received from Heartland Traffic with unit prices. He presented options for the products and recommended moving to the multi-component epoxy option, noting that it was a more reflective material with a longer life cycle.

Discussion focused on the replacement cycle of each option. The Committee agreed it would be in the best interest of the City for longevity to move forward with the multi-component epoxy option. Harper said it would take a few years to cycle through before seeing the cost savings.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Wylie adjourned the meeting at 5:13 p.m.

Submitted by:

Bonnie Buckmaster
Public Works Department Assistant

Approval Date

CITY OF PARKVILLE

Policy Report

Date: April 30, 2024

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Alexa Barton, City Administrator
Bryan Kidney, Deputy City Administrator/Finance
Director
Daniel Harper, Public Works Director

ISSUE:

Approve a professional services agreement with McClure for consulting engineering services associated with the Bell Road Pedestrian Improvements project from Highway 45 to Hamilton Road (Community Development)

BACKGROUND:

On April 19, 2022, the Board of Aldermen received a presentation of the *Northwest Bell Road Complete Streets Proposal* from the University of Missouri – Kansas City's (UMKC) Spring 2022 Senior Urban Planning + Design Studio. The study includes a comprehensive analysis of the corridor's existing conditions, complete street concepts to create safe corridor environments for all road users, and includes recommended future land use and road improvements along the corridor.

On July 19, 2022, the Board of Aldermen approved Resolution No. 22-012, endorsing an application to the Mid-America Regional Council (MARC) for federal funding via the MARC 2022 Call for Projects to help fund safety and sidewalk improvements, and landscaping for stormwater management, along NW Bell Rd from MO-45 Highway to Hamilton Rd. On February 28, 2023, the City received its official award of \$750,000 in Transportation Alternatives Program (TAP) federal funding. On December 19, 2023, the Board of Aldermen approved Ordinance No. 3214 approving agreements with the Missouri Highways and Transportation Commission for the Transportation Enhancements Funds Program and for the sidewalk improvements to utilize federal funding for the project. This agreement binds the City to committing future local match funds, reasonable progress deadlines and state and federal requirements.

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

On July 13, 2023, the City released a Request for Qualifications (RFQ) for a variety of on-call professional services: transportation engineering, stormwater, utility, geothermal, surveying, landscape architecture, architecture, planning, building permit review & building inspection, construction inspection, and mechanical, electrical and plumbing engineering services. On July 27, 2023, the City held a pre-proposal meeting for consultants to ask questions about the RFQ; and a Selection Committee comprised of Daniel Harper (Public Works Director), Stephen Lachky (Community Development Director), Jeffery Rhodes (Assistant City Administrator), Brittanie Propes (Parks & Recreation Director), and Chris Ashley (Parks & Recreation Project Manager) reviewed proposals and shortlisted firms for the various professional services. For transportation engineering services, this included Garver, GBA, McClure, OWN, and Renaissance Infrastructure Consulting.

Since this time of selecting qualified firms for on-call transportation engineering services, the City has been working to ensure it can financially support a commitment of at least \$256,000 in MARC-required local match funding in order to fulfill the federal share requirement of at least 20 percent, as well as any cost overruns for the total project cost estimate of \$1,704,449. Although a citywide vote for a 2% use tax on out-of-state and online purchases (i.e., Proposition U) failed via a special election on April 4, 2023, a citywide vote to impose a 2.5% local use tax for the purpose of funding roads, infrastructure and capital projects — including the *Bell Road Pedestrian Improvements* project — passed via a special election on November 7, 2023. As a result, the City is in a better financial position to support the difference of total project costs not supported commence the project (approximately \$954,449) and begin expenditures related to engineering services.

On November 10, 2023, City staff reached out to all of our on-call firms for transportation engineering services, requesting assistance with survey, public involvement, right-of-way, preliminary engineering & design, and final engineering & design for the *Bell Road Pedestrian Improvements* project. After receiving proposals from our on-call providers, City staff evaluated all proposals and selected McClure as having the best approach for providing assistance and completing the associated tasks related to the project.

ESTIMATED COSTS:

McClure has provided a comprehensive fee schedule that includes all phases of engineering design which will be done entirely in-house and not need to involve any external sub-consultants (Note: this does NOT include fees associated with the construction inspection process, which will occur later in the process and involve a supplemental agreement)

McClure Engineering Services	
Bell Road Pedestrian Improvements project	
Preliminary Design	
1. Preliminary Design	\$19,260
2. Survey (Field & Office)	\$24,110
3. Public Engagement	\$8,085
4. Project Management	\$1,480
5. Meetings	\$1,240
Total	\$54,175

Right-of-Way (ROW) Design	
1. Utility Coordination	\$5,960
2. ROW Plan Sheets	\$25,460
3. Survey (Exhibits & Legals)	\$23,813
4. Project Management	\$2,960
5. Meetings	\$1,240
6. Environmental Clearance	\$6,440
Total	\$65,873
Plans, Specs & Estimate (PS&E) Design	
1. Utility Coordination	\$3,480
2. Final Plan Sheets	\$29,440
3. Specifications	\$9,900
4. Public Engagement	\$8,085
5. Project Management	\$2,960
6. Meetings	\$2,480
Total	\$56,345
Bidding*	

Total	\$3,600
Construction Services**	
Total	\$6,200
Expenses (mileage & printing)	\$1,500
All Services	
Grand Total	\$187,693

*Bidding includes: Answering questions during bidding, assisting w/ addenda, attending pre-bid and bid opening, and bid tabulations/recommendations of award.

** Construction Services includes: Answering questions during construction, punch list and as-builts from contractor markups), construction observation & weekly meetings during construction can be added if desired. These meetings would be similar to what will occur during design. However, it would also include the contractor and any on-site representative to make sure the project is continues to move forward during construction.

STRATEGIC GOAL(S):

Infrastructure and Public Facilities

BUDGET IMPACT:

Bell Road Pedestrian Improvements (Missouri Hwy 45 to NW Hamilton St) – Grant Application Project Cost Estimates	
Construction Cost Estimates	\$1,004,186
Additional Costs	\$700,263
Right-of-Way Acquisition, Incidentals, Utilities, Inspection	\$211,314
Engineering & Design Costs	\$187,693
Contingency (30%)	\$301,256

Total Project Costs	\$1,704,449
Grant Funding Awarded	\$750,000
<i>MARC TAP</i>	<i>\$750,000</i>
Difference (Total Project Costs – Grant Funding Awarded)	\$954,449

On November 7, 2023, the Platte County Board of Elections held a special election for the City of Parkville to consider Proposition T to impose a 2.5% local use tax for the purpose of funding roads, infrastructure and capital projects — including the *Route 9 Corridor Complete Streets Improvements* project. Results showed the majority of registered voters in the City approving Proposition T by 52.60% (505 total ballots marked Yes) to 47.40% (455 total ballots marked No).

As a result, use tax revenues from Proposition T can be used to fulfill MARC’s local match funding requirement for the *Route 9 Corridor Complete Streets Improvements* project, as well as any costs not covered by federal grant funding including engineering and design-related costs. Following the City Clerk’s certification of the passage of the use tax, the City will begin receiving revenues in the 2nd quarter of 2024. Furthermore, due to the uncertainty of how much the use tax will generate, City staff will prepare a request to the Platte County Commission, which has occurred and is under ongoing communications, from available BRO funds, for assistance with the *Bell Road Pedestrian Improvements* project (in addition to the *Route 9 Complete Streets Improvements* project).

This project is small enough that there will be adequate funds via Use Tax proceeds until such time as a bond issuance is completed for both Bell Road and 9 Highway.

ALTERNATIVES:

ALTERNATIVES:

1. Recommend approval of a professional services agreement with McClure in the amount of \$187,693.
2. Recommend approval of a professional services agreement with McClure with revisions directed by the Finance Committee.
3. Do not approve the professional services agreement and provide further direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends a recommendation of approval of a professional services agreement with McClure for engineering services associated with Bell Road improvements from MO-45 Highway to NW Hamilton Road.

POLICY:

The Purchasing Policy, Resolution No. 23-014, requires Board of Aldermen approval for all purchases above \$50,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve a professional services agreement with McClure for engineering services associated with Bell Road improvements from Highway 25 to Hamilton Road in the amount of \$187,693.

ATTACHMENTS:

1. Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 21st day of May 2024, by and between the CITY OF PARKVILLE, MISSOURI ("City") and MCCLURE ENGINEERING CO., D/B/A MCCLURE ("Service Provider").

WHEREAS, the City requires Engineering Design Services for the Pedestrian Improvements along NW Bell Road between Route 45 and NW Hamilton Street ("Project"); and

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

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all engineering services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A or as reasonably incurred in connection with the Services.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any

other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services. Provided, however, a delay by the City beyond 180 days shall give rise to a 15 days' written notice right of termination in favor of Service Provider.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City, subject to Service Provider's retained right in any documents delivered as instruments of service, and Service Provider shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Service Provider). Service Provider grants City a limited license to use the documents on the Project, extensions of the Project, and for related uses of City, subject to receipt by Service Provider of full payment due and owing Service Provider under the Agreement for the Services, and subject to the following limitations: (1) City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed and signed by Service Provider, or for use or reuse by City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification by Service Provider; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by Service Provider, as appropriate for the specific purpose intended, will be at City's sole risk.

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.

Parkville, MO 64152
816-741-7676
dharp@parkvillemo.gov

McClure
Attn: Matt Eblen
1700 Swift St., Suite 100
North Kansas City, MO 64116
913-307-2588
meblen@mcclurevision.com

XI. TERM AND TERMINATION

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

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

- ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service

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

- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of

breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Dean Katerndahl, Mayor

ATTEST:

McClure Engineering Co.

Melissa McChesney, City Clerk



Matt Eblen, its Project Manager

EXHIBIT A

SCOPE OF WORK

PRELIMINARY DESIGN

1. Preliminary Design—Includes site walk of the potential sidewalk alignments from Hwy 45 (64th Street) to NW Hamilton Street (~4,700' of trail). Also includes initial alignment of sidewalk, initial plan & profile and cross sections; as well as, an initial cost estimate to review with City Staff at the conclusion of design.
2. Survey (Field and Office)—Includes field & office survey of the area noted in the attached 'Survey Limits' schematic. Also includes utilities as located by One-Call or as-builts created by utility companies and property corners & boundary lines. Deliverable will be an AutoCAD file from which the sidewalk can be designed.

NOTE: City to provide Title Work for all properties along the survey area.

3. Public Engagement—Includes time for an Open House to initially discuss the project with Parkville residents. Also includes time to discuss the project with residents adjacent to the sidewalk as well as providing an analysis/synopsis of initial findings from both the Open House and meetings with adjacent residents.
4. Project Management—Includes time to administer the project during this phase.
5. Meetings—Includes meetings during Preliminary Design Phase (bi-weekly progress meetings and additional meetings necessary during this phase)

Right-of-Way (ROW) Design

1. Utility Coordination—Providing initial layout of preferred alignment to utilities (this will be done at the beginning of ROW design, City to provide list of all known utilities within City Limits), and beginning the coordination process for getting the utilities moved. One (1) utility meeting will be held with all utilities. Deliverable will be a sign-in sheet and minutes of the utility meeting; as well as, a spreadsheet showing all contacts with all of the utilities, and logging which utilities are or are not impacted.

NOTE: Initial solutions for reconciling conflicts will be discussed, but conflicts will not be finalized until the Final Design or PS&E phase.

2. ROW Plan Sheets—Includes enhancement of the plans created in Preliminary Design. Specifically, the grading limits for the project (which is needed for the exhibits and legal descriptions that are required at this stage of design); as well as, an updated cost estimate to review with City Staff at the conclusion of design. Also includes plan sheets depicting any ROW ‘takings’ (defined as new ROW, permanent or temporary easement by MoDOT).
3. Survey (Exhibits & Legals)—Providing Exhibit drawings and legal descriptions documenting any permanent or temporary easements needed to build the project. Deliverable will be a PDF of both the exhibit and legal description for each property where easements are needed.

NOTE: Initial review shows 26 properties along the east side of Bell Road and 25 properties on the west side of Bell Road. (It is anticipated that 25 legals would be required)

4. Project Management—Includes time to administer the project during this phase.
5. Meetings—Includes meetings during ROW Design Phase (bi-weekly progress meetings and additional meetings necessary during this phase)
6. Environmental Clearance—Includes obtaining any of the following permits: 106 (cultural resources), Threatened & Endangered species, 404 Permit (if necessary), Cultural Resource Survey (if necessary), Farmland (not anticipated), Floodplain (not anticipated), Land Disturbance/Stormwater (if disturbing .> 1 ac, pending design), Socioeconomic Impact (impacts to residents & businesses during construction...no displacement, but new ROW & Temp. Easements could impact in short-term), Migratory Birds, Hazardous Waste (lead & asbestos testing, not anticipated), Noise Impacts, Public Land Impact (Associated with ROW & Easements).

(NOTE 1: “if necessary” is dependent on MoDOT’s review process during approval)

(NOTE 2: All items in #6 above won’t be fully known until MoDOT’s “Request for Environmental Review” (RER) Process has begun—this process starts in the Preliminary Design Phase, but all environmental clearances must be obtained before the ROW phase is completed)

Plans, Specs & Estimate (PS&E) Design

1. Utility Coordination—Providing continued coordination for tracking utility relocations to reconcile conflicts. Deliverable will be an updated spreadsheet showing all contacts with all of the utilities, and logging which utilities are listed as still in conflict or are not impacted / have been relocated.
2. Final Plan Sheets—Includes adding final plan sheets and updating existing plan sheets from the Preliminary & ROW Plan sets to make a “construction ready” based on the following breakdown: construction callout notes (throughout), ADA ramp and driveway details, retaining wall plans & details (if necessary), storm sewer plan & profile, drainage area map and storm sewer calculations,

traffic control plans & details, erosion control plans & details. The plans will supplement the existing preliminary plan package and include color-coded sheets from the ROW Phase) showing taking by property owner. An updated cost estimate will also be provided for review with City Staff at the conclusion of design.

3. Specifications—Providing Technical Specifications that will work in tandem with the City’s preferred Front End specifications to create a Project Manual to work in tandem with the Final Plans to construct the project. It is assumed the specifications set forth by the Kansas City Chapter of the American Public Works Association (KC-APWA) will be used as the basis for technical specifications. Deliverable will be a complete set of Technical Specifications and a Bid Form to include in the Front End specifications.
4. Public Engagement—Includes time for another Open House to discuss the final plans with Parkville residents. Also includes time to discuss the project with residents adjacent to the sidewalk as well as providing an analysis/synopsis of initial findings from both the Open House and meetings with adjacent residents.

NOTE: It is preferred that all easements be procured prior to the Open House discussing the final plans with the Parkville residents.

5. Project Management—Includes time to administer the project during this phase.
6. Meetings— Includes meetings during PS&E Phase (bi-weekly progress meetings and additional meetings necessary during this phase).

Bidding—Includes assistance with the pre-bid meeting, answering bidder questions, preparing addenda, create bid tabulation & providing Recommendation of Award to lowest and best bid to City Staff.

Construction Services—Providing services on an as-needed basis that include, but not be limited to: contractor submittal reviews and approvals, answering questions and making up to five (5) visits to the site during construction and performing one (1) punch list at the end of construction.

NOTE: Full- or Part-Time Construction Observation, if desired by the City, will be negotiated at a later date.

Any item not specifically noted in the scope above is excluded from the work to be performed.

FEES

Bell Road Pedestrian Improvements project	
Preliminary Design	
1. Preliminary Design	\$19,260
2. Survey (Field & Office)	\$24,110
3. Public Engagement	\$8,085
4. Project Management	\$1,480
5. Meetings	\$1,240
Total	\$54,175
Right-of-Way (ROW) Design	
1. Utility Coordination	\$5,960
2. ROW Plan Sheets	\$25,460
3. Survey (Exhibits & Legals)	\$23,813
4. Project Management	\$2,960
5. Meetings	\$1,240
6. Environmental Clearance	\$6,440
Total	\$65,873
Plans, Specs & Estimate (PS&E) Design	
1. Utility Coordination	\$3,480
2. Final Plan Sheets	\$29,440
3. Specifications	\$9,900
4. Public Engagement	\$8,085
5. Project Management	\$2,960
6. Meetings	\$2,480
Total	\$56,345
Bidding*	
Total	\$3,600
Construction Services**	
Total	\$6,200
Expenses	
Total	\$1,500
All Services	
Grand Total	\$187,693

SURVEY LIMITS--PAGE 2 OF 2



MAP 3 OF 4



MAP 3 OF 4

SOURCE:
PLATTE COUNTY BEACON
(2/14/2024)

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance

in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available

7. 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.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 10/01, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider 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 One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage except for ND, OH, WA & WY.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project

completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. 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, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.