FINANCE COMMITTEE
Monday, September 28, 2020 3:30 PM
Board 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: 820 5844 7598; Password: 278359 – 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 of the August 24, 2020, meeting
   B. Approve the purchase of four replacement Motorola APX 4000 portable radios and one replacement Motorola APX 4500 in-car mobile radio (Police)
   C. Approve on-call professional services agreements with BBN Architects, Clark Enersen Partners, Garver, George Butler Associates, Kaw Valley Engineering, McClure, Renaissance, RL Buford, Shockey Consulting, TranSystems, Vireo and VSM Engineering for various on-call engineering and architectural services (Public Works)
   D. Approve on-call agreements with Urban Tree Specialists and Arbor Masters for on-call tree maintenance services (Public Works)
   E. Approve a purchase order with Dale Brothers for salt and sand material for the 2020-2021 winter season (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 9/25/20; 11:46 a.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 22, 2020

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,011.96

General Scope of Work Description/Project:

WWTF Basement Sump Pump (WA-60):

The wastewater treatment facility (WWTF) includes a basement on the lower level of the building. The sump pump failed and needed to be repaired. The repair was necessary to prevent water from entering the basement area of the wastewater treatment facility. FTC was contacted to pull the pump and make 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: 8/27/20 **Estimated Completion Date:** 9/22/20

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: Joe Parente Date: 9/23/20
- ☐ Department Head: Alysen Abel 9/23/20
- ☐ Mayor (if applicable): ____________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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

Work Authorization #60 -2020

Date:	August 27, 2020
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	WWTP Basement Sump Pump
Title:	Field Service Call –Troubleshoot Sulzer Pump
Scope of Work/Purpose:	WWTP Sulzer Pump – Invoice No. 13981

Schedule and Price

- See attached invoice for price breakdown

Total **$3,011.96**

Project Start Date:	August 27, 2020
Estimated Completion Date:	August 27, 2020
Latest Acceptable Date:	September 27, 2020
Estimated Cost:	$3,011.96
Expenditure Limit:	$3,011.96
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: 9/4/20

Authorization

Department Head: Alysen Abel Date: 9/23/20
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Joe Parente Date: 9/23/20
Joe Parente, City Administrator
Mayor (if over $10,000): Date:
Nanette K. Johnston

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

______ Employment Eligibility Status Verification (if the cost exceeds $5,000)

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

_x____ Valid business license

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

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

Invoice

Date	Invoice #
8/27/2020	13981

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	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
Richard Wilson	Net 30	9/26/2020	MAS	Service	Factory	32109 / 300267672	WK001862

Quantity	U/M	Item	Description	Unit Price	Amount
			Facility: WWTP Location: Basement Sump Equipment Removed: Sulzer Piranha S16/2D, SN: 32109, 2.1HP, 3PH, 460V, 3450RPM, 3.3Amps Equipment Installed: Sulzer Piranha S20/2, SN: 300267672, 2HP, 3PH, 460V, 3450RPM 8/26/20 - Field Service Call to troubleshoot pump. - Arrived at the station to troubleshoot the pump. It megged low and ohmed high. Upon removing from the pit we noticed that there was a rusted out hole on the discharge piping. The customer asked if we had a replacement pump in stock, which we did. Had the new pump delivered to the job site with the new pipe and adapters. Removed the old pump and piping that required replacement. Installed the new pump and pipe. Wired the pump up, then checked the amps and rotation. Lowered the pump into the pit and took amp reading. Tested function of the floats which were okay. Left the pump in auto, per the customer's request.		
5.5	HR	Labor-MO-CB	Labor-MO	85.00	467.50
5.5	HR	Labor-MO-RQ	Labor-MO	85.00	467.50
1	EA	PRZ1C1111212...	Sulzer Piranha S20/2, Standard, 2HP, 3PH, 460V, 3450RPM, 1-1/4" Discharge SN: 300267672	1,659.52	1,659.52
2	EA	0669836012	1-1/4 SXM PVC80 ADPT	5.31	10.62
7.5	FT	060305260	1-1/4 PVC SCH80 PE Pipe	1.64	12.30

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.6%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

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

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

Invoice

Date	Invoice #
8/27/2020	13981

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	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
Richard Wilson	Net 30	9/26/2020	MAS	Service	Factory	32109 / 300267672	WK001862

Quantity	U/M	Item	Description	Unit Price	Amount
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Freight	Freight	194.52	194.52
			Note: This equipment removed is an obsolete unit and parts are no longer available. This equipment will be scrapped.		

We appreciate the opportunity to be of service to you!

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.

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Subtotal	$3,011.96
Sales Tax (8.6%)	$0.00
Total	$3,011.96

MAINTENANCE AND REPAIR SERVICES

TERMS AND CONDITIONS

1. The term "Contractor" when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
3. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the time or price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Maintenance Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program

administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:
    A. Is licensed to do business in the State of Missouri;
    B. Carries a Best's policy holder rating of A or better; and
    C. Carries at least a Class X financial rating.

   Contractor shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Contractor shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

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

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

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

13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
17. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
22. The services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.

EXHIBIT A

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

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

The "Property": WWTP - Basement Sump Pump

Description of the "Project": Field Service call to install new sumppump

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

Payment Request Amount: $ 3011.96

Certificate

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

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

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

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $ 3011.96 , which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated 9/4 , 2020.

CONTRACTOR: FTC Equipment LLC

By:

Name: Chase Harvey Title: Applications Engineer

State of Missouri)

County of Jackson)

On this 4 day of September , 20 20, before me, the undersigned, personally appeared Chase Harvey , App. Engineer of FTC Equipment LLC , known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Angela Sue Schlitzer

Notary Public in and for said County and State

NOTARY SEAL

Angela Sue Schlitzer
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cass County
My Commission Expires: 04/21/2024
ID. #16393259

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 22, 2020

Department: Public Works

Low Bidder and Contract Amount:

Game Time Athletic
P.O. Box 55
Weston, MO 64098

$3,425

General Scope of Work Description/Project:

Grigsby Field Maintenance – Work Authorization #5:

Staff met with the field experts from Engaged Athletics and Game Time Athletics to review the condition of Grigsby Field. There were some general maintenance items that needed to be addressed including the infield and warning track.

Although there have been several expenses in 2020 for the improvements to Vikings Field that has caused the ballfield line item in the Parks budget to be over budget, there is capacity in the overall Maintenance category of the Parks budget to handle this expense.

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

Game Time Athletics provided previous work associated with Grigsby Field and are familiar with our facilities. The work associated with ballfield maintenance is specialize and is only performed by a few contractors.

Project Start Date: 7/17/20 **Estimated Completion Date:** 10/15/20

Budget Account Code: 10-525.06-05-02

Authorization:

- ☐ City Administrator: Joe [signature] Date: 9/23/20
- ☐ Department Head: Alysen Mabel Date: 9/23/20
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville Missouri

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

Work Authorization #5

Date: August 20, 2020

Issued to: Game Time Athletics
P.O. Box 55
Weston, MO 64098

Project/Work Description Title: Grigsby Field

Scope of Work/Purpose: Grigsby Field General Maintenance

Schedule and Price **See Attached Quote**

Project Start Date: 8/24/2020

Estimated Completion Date: 10/1/2020

Latest Acceptable Date: 10/1/2020

Estimated Cost: $3,425.00

Expenditure Limit: $3,425.00

Budget Account Code: 10-525.06-05-02

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: Blake Siler, president Signature: [signature]

Company: Game Time Athletics Date: 8/27/20

Authorization

Department Head: [signature] Date: 9/23/20

City Administrator (if over $2,500): [signature] Date: 9/23/20

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

____ Employment Eligibility Status Verification (if the cost exceeds $5,000)

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

_x_ Valid business license

P.O. Box 55
Weston, MO 64098
816.916.8953
Email:
bsiler@GameTimeAthletics.com

July 17, 2020

Organization: City of Parkville
Field: Grigsby Baseball Field
Project: General Maintenance
Estimate Size:
- Infield Skin - 28,500 SF

Scope of Work (Infield):
1. Base Pegs - Currently have 80' & 90' installed
   - Find current pegs and mark
   - Add 65' & 70' base pegs and plugs
2. Box blade infield to create uniform surface and fill in any washout areas
3. Re-Install right hand batter's box rubber mat
4. Pitching Mound - Add clay to get back to mound standard specifications
5. Provide & install Batting Practice Mat, will lay on top of ground
   - Qty 1, 6x12 ft. Home Plate Mat with build in batter's box
   - Qty 1, 6x4 ft. Rubber Mat
6. Mark for future foul poles

Scope of Work (Warning Track):
1. Create straight lines down right and left warning track
   - Size will be determined by current irrigation rotor installation
2. Box blade warning track to create uniform surface

Estimated Cost: $3,425

<u>Notes & Exclusions</u>

- Locating, relocation, removal, and or repair of any existing utilities, communication boxes, sports equipment, etc. is excluded
- Spoils to be dumped onsite - additional fee's to haul spoils offsite
- Any additional surveying requested by owner will be at owners expense
- GameTime is not responsible for any unmarked utilities
- Rock excavation of rock trenching is excluded
- Undercut and/or replacement of any unsuitable or unstable soils is excluded
- Repair of existing concrete or asphalt paving and fencing/netting is excluded
- Any permits, taxes, licenses testing fees or bonds is excluded
- No additional irrigation repairs, or moving of pipe or valves

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 22, 2020

Department: Public Works

Low Bidder and Contract Amount:

Fry & Associates
101 E. 15th Avenue
North Kansas City, MO 64116

$4,526.00

General Scope of Work Description/Project:

ELP Playground Equipment (Purchase Order):

Areas of the English Landing Playground need to be upgraded. The proposed 2021 will include upgrades to the playground. In the meantime, staff has identified a piece of equipment that would benefit the playground users. Staff reviewed the proposal to install a musical piece of equipment (Concerto Chimes) with the Community Land and Recreation Board (CLARB) during their September meeting.

The local vendor for the playground equipment is Fry & Associates. Their pricing is the same as that found on various websites that can be used to purchase this equipment.

There is funding available in the Parks Capital Improvement budget to cover this expense.

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

The local vendor for the playground equipment is Fry & Associates. Their pricing is the same as that found on various websites that can be used to purchase this equipment.

Project Start Date: 9/15/20

Estimated Completion Date: 10/15/20

Budget Account Code: 41-560.52-50-00

Authorization:

- ☐ City Administrator: Joe Parente Date: 9/23/20
- ☐ Department Head: Alysen Abel 9/23/20
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: September 15, 2020

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR FRY Park and Playground Equipment

101 E. 15th Avenue

Kansas City, MO 64116

Phone: 816-221-4825 Fax: 816-221-4831

SHIP TO: Tom Barnard, 8701 McAfee Rd., Parkville, MO 64152

INVOICE TO: Tom Barnard, 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **FOUR THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS AND NO/100 ($4,526.00)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2020.

ITEMS:	SCHEDULE OF DELIVERY:
1 ZZXX0667 Concerto Chimes – Inground Post $4,249.00 Freight $277.00 Total $4,526.00 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements	F.O.B. Tom Barnard, 8701 McAfee Rd., Parkville, MO 64152

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order.** Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI ("Purchaser")	FRY PARK & PLAYGROUND EQUIP. ("Vendor")
By: Joe Parente AMA	By: Margie R Fry Margie R. Fry
Title: City Administrator	Title: Corporate Secretary
Date: 9/23/20	Date: 9/15/2020

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims 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 to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) 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 Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods.**

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 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser 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.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished 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 04/12), under the commercial

general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 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, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser 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 Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor 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 Purchase Order. The policy shall be at least as broad as the coverage provided in 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.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 22, 2020

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,041.05

General Scope of Work Description/Project:

FF Hwy Pump Station (WA-61):

The pump station located on FF Hwy is about 30 years old and needs to be replaced. The proposed 2021 budget includes funding for the reconstruction of the pump station. Portions of the pump station needed to be replaced immediately so that the pump station could function properly. FTC reviewed the condition of the pump station and replace the necessary accessories as a short-term fix to the pump station.

The 2020 budget includes funding in the sewer maintenance. There is capacity in the Pump Station 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: 9/4//20 **Estimated Completion Date:** 9/22/20

Budget Account Code: 30-501.06-12-00

Authorization:

- ☐ City Administrator: Joe Lauber Date: 9/23/20
- ☐ Department Head: Alysen Abel 9/23/20
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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

Work Authorization #61 -2020

Date:	September 4, 2020
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	FF Hwy Pump Station
Scope of Work/Purpose:	FF Hwy P.S. – Estimate No. 11925

Schedule and Price

- See attached estimate for scope and price breakdown

Total **$3,041.05**

Project Start Date:	September 4, 2020
Estimated Completion Date:	October 4, 2020
Latest Acceptable Date:	October 4, 2020
Estimated Cost:	$3,041.05
Expenditure Limit:	$3,041.05
Budget Account Code:	30-501.06-12-00

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

Name/Title: Angie Schlitzer/Acct. Clerk Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 9/4/20

Authorization

Department Head: Alysen Abel Date: 9/23/20
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Joe Parente Date: 9/23/20
Joe Parente, City Administrator

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

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

______ Employment Eligibility Status Verification (if the cost exceeds $5,000)

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

_x____ Valid business license

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

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

Quote

Date	Estimate #
9/3/2020	11925

Name/Address	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	MAS	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: Highway FF Pump Station Location:		
			Quote to Remove, Repair and Install Smith and Loveless Volute as well as Replace Existing Suction Line.		
			Removal:		
12	HR	Labor-MO-CB	Labor-MO (2 Techs X 6 Hrs.)	85.00	1,020.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Installation:		
12	HR	Labor-MO-CB	Labor-MO (2 Techs X 6 Hrs.)	85.00	1,020.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
20	FT	4-PVC-SCH80-P...	4" PVC Sch80 PE Pipe	4.63	92.60
1	EA	0669854040	4" Van Stone PVC80 SOC Flange	32.83	32.83
1	EA	FP064WG1	4" Flange Pack W/HFN W/FF 1/8 Gasket, 188SS	18.57	18.57
			Repair of Volute		
1	EA	NLW9960	1/8" Nickle 99 Welding Rod for Cast Iron	61.31	61.31
1	EA	DEVC 10760	Titanium Putty	245.74	245.74
2	HR	Labor-MO-TA	Shop Labor-MO to Fix Volute	75.00	150.00

We appreciate the opportunity to be of service to you!

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	$3,041.05
Sales Tax (8.6%)	$0.00
TOTAL	$3,041.05

MAINTENANCE AND REPAIR SERVICES

TERMS AND CONDITIONS

1. The term "Contractor" when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
3. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the time or price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Maintenance Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program

administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:

   A. Is licensed to do business in the State of Missouri;
   B. Carries a Best's policy holder rating of A or better; and
   C. Carries at least a Class X financial rating.

   Contractor shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Contractor shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

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

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

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

13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
17. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
22. The services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.

EXHIBIT A

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

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

The "Property": FF Hwy Pump Station

Description of the "Project": Pump Repair

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

Payment Request Amount: $ 3041.05

Certificate

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

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

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

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $ 3041.05, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated 9/4, 2020.

CONTRACTOR: FTC Equipment LLC

By: [signature]

Name: Chase Harvey Title: Applications Engineer

State of Missouri)

County of Jackson)

On this 4 day of September, 2020, before me, the undersigned, personally appeared Chase Harvey, App. Engineer of FTC Equipment LLC, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Angela Sue Schlitzer

Notary Public in and for said County and State

NOTARY SEAL

Angela Sue Schlitzer
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cass County
My Commission Expires: 04/21/2024
ID. #16393259

Finance Committee Meeting
Monday, August 24, 2020 3:30 PM
Board Room, City Hall

Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:34 p.m. A quorum was present via videoconference.

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

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. **Financial Updates**

A. **City Administrator Approvals**

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

3. **Action Items**

A. **Approve the minutes for the August 10, 2020, meeting**

Dave Rittman moved to approve the minutes for the August 10, 2020, meeting. Tina Welch seconded; motion passed 5-0.

B. **Approve a supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room for the City's board and commission meetings**

City Clerk Melissa McChesney stated that the item had been presented to the Finance Committee in April, but due to COVID and the unknown effect it would have on revenue the Committee did not take action. She provided an overview of the recommended upgrades and the benefits of making the changes while meetings were being held virtually.

Discussion focused on the projector screen connecting to the live video stream, adding a second LED monitor in the future, the number of monitors proposed at the dais and the use of iPads instead of monitors.

Rittman moved to recommend that the Board of Aldermen approve a supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room for the City's board and commission meetings in an amount not to exceed $23,430. Welch seconded; motion passed 5-0.

C. **Approve Work Authorization No. 4B with Vireo to design directional signage for the riverfront parks**

Public Works Director Alysen said the directional signage received approval from the

Community Land and Recreation Board to wayfinding signs in the riverfront parks.

Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 4B with Vireo to design directional signage for the riverfront parks for $12,850. Welch seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Discussion focused on the wayside horn tour in Merriam Kansas on August 20 and adding more size to the new basketball court in English Landing Park.

City Clerk Melissa McChesney noted that the next Finance Committee meeting was scheduled on September 28 because the next meeting date was Labor Day. It was noted that a special meeting could be scheduled before September 28 if needed.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:55 p.m.

Submitted by:

___________________ ______________
Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: August 25, 2020

Prepared By:
Jon Jordan, Police Captain

Reviewed By:
Kevin Chrisman, Police Chief

ISSUE:
Approve the purchase of four replacement Motorola APX 4000 portable radios and one replacement Motorola APX 4500 in-car mobile radio (Police)

BACKGROUND:
In October 2012, the City of Parkville Board of Aldermen approved the expenditure of $79,806.55 to update all Police Department radios to P-25 radios to be able to operate on the Metropolitan Area Regional Radio System (MARRS). A total of eighteen portables, eight mobiles and one base radio was purchased in 2012. The Police Department is still using those radios purchased in 2012. The Police Department participates in a yearly maintenance contract for all of the existing radios through Midwest Mobile Radio Company from St. Joseph, Missouri.

In late 2018, staff learned that Motorola discontinued manufacturing our current XTS radio units and the Motorola factory would soon stop repairing the radios. Per our current maintenance contract, Midwest Mobile radio will repair the radios if they are able to make the repairs, but parts and programming will get more difficult to find with time.

In 2019, staff discussed the need to update the existing portable and mobile radios. After meeting with the technicians from Midwest Mobile Radio, staff determined it would be better to replace a portion of the radios on a yearly basis, rather than spending in excess of $79,000 at one time to replace all of the radios.

In 2020, and for the next several years, staff has budgeted as a CIP expense $14,284.00 for 2020, and $20,000.00 each of the next three years to update all of the radios. The 2020 Capital Outlay Budget includes $14,284.00, which was the cost at the time of the quote in mid-2019; it has been a year since we received the quote when we were preparing the budget for 2020. That quote did not include the new AES encryption that MARRS plans to begin using in the near future. It also did not include the cost to install the DVRS software into the APX radios. We did not have the DVRS at the time of the quote (of note, our old XTS radios included DVRS software when they were made), the new APX radios do not include the software. The total replacement cost of four APX 4000 and one APX 4500 radios is $15,277.31, which is $993.31 over the budgeted amount.

The need to stay current with MARRS capable radios is important and necessary. The MARRS recently enabled the Police Department to coordinate by radio with four assisting Police agencies, Southern-Platte FD and AMR ambulance during the Unity March held in June of this year. We also use the MARRS during large events to work with other agencies.

BUDGET IMPACT:
The cost for the purchase is $15,277. The 2020 Capital Outlay Budget includes $14,294 For the radio purchases. The Police Department was able to save some money from other Capital Outlay budgeted items, including $3,759.35 from the DVRS and tower installation, $344.20 from the Mic extenders purchase and installation, and $340.00 from the new in-car video system update. The Police Department request the additional $993.31 over the original Capital Outlay budget be taken from the aforementioned Police savings.

ALTERNATIVES:
1. Approve the purchase and programming costs for four new Motorola APX portable radios and one new Motorola APX mobile radio.
2. Do not approve the purchase and provide alternative direction to staff.
3. Postpone the purchase.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee approve the purchase and programming costs of four new Motorola APX portable radios and one new Motorola APX mobile radio from Midwest Mobile Radio. Staff further recommends the $993.31 over the Capital Outlay budgeted amount be taken from the Police Department savings in 2020 from other purchases.

POLICY:
The Purchasing Policy, Number 100-02 requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve the purchase and programming of four new Motorola APX portable radios and one new Motorola APX mobile radio from Midwest Mobile Radio for the total cost of $15,277.31.

ATTACHMENTS:
1. Purchase Order
2. Quotes

PURCHASE ORDER

(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: August 18, 2020

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

Midwest Radio Services, Inc.

812 S. 10th St

St. Joseph, MO 64501

Phone (816) 279 2065

SHIP TO: **8880 NW Clark Ave Parkville, MO 64152**

INVOICE TO: **City of Parkville, Missouri 8880 NW Clark Avenue, Parkville, MO 64152**

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay no more than the total sum of fifteen thousand two hundred and seventy-seven dollars and thirty-one cents ($15,277.31) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty (30) days after installation of goods and receipt of invoice. This purchase order is only valid through October 30, 2020.

ITEMS:	SCHEDULE OF DELIVERY:
Four APX portable radios and one APX mobile radio. See Attachment “A” – Terms and Conditions See Attachment "B" – Insurance Requirements	F.O.B. Approximately 90 days from date of order.

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order**. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. (“Purchaser”) (“Vendor”)

By:____________________________________ **By:____**

Title: ___________________________________ **Title:_______________________________________**

Date:___________________________________ **Date:_______________________________________**

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment “B” in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers’ warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor’s products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic’s liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys’ fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor’s default, correct Vendor’s default, or obtain conforming goods elsewhere at Vendor’s expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor’s default, including replacement of such defective work and damage to other work, and shall perform Vendor’s warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser’s responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims 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 to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) 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 Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

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 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser 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.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished 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 04/12), under the commercial

general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 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, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser 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 Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor 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 Purchase Order. The policy shall be at least as broad as the coverage provided in 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.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

Jon Jordan

From: pauls@mw-radio.com
Sent: Monday, August 17, 2020 2:08 PM
To: Jon Jordan
Subject: RE: Revised Radio Quote 4-APX4000 1-APX4500 W/PO Letter

Jon,

It's on top of so your total would be $15,277.31.

Thank You,
Paul Stickler
Sales Manager/Operations Manager

"Helping YOU to Communicate Effectively & Efficiently"

MIDWEST RADIO SERVICE, INC. MOBILE™

Midwest Mobile Radio Service, Inc.
Saint Joseph, Missouri
Main Office Phone: (816) 279-2065
Email: pauls@mw-radio.com
Cell Phone: (816) 752-8146

From: Jon Jordan <jjordan@parkvillemo.gov>
Sent: Monday, August 17, 2020 11:38 AM
To: pauls@mw-radio.com
Subject: RE: Revised Radio Quote 4-APX4000 1-APX4500 W/PO Letter

Paul,

I hope the wedding went well for you and your family. Is the #335.00 programming and installation charge part of the $14,942.31, or is that on top of that, which makes our total $15,277.31?

Thank you,

Jon

Jon D. Jordan
Captain
Parkville Police Department
816 741 4454
8880 NW Clark Ave.
Parkville, MO 64152
jjordan@parkvillemo.gov

MOTOROLA SOLUTIONS

QUOTE-1312620
3-APX4000 1-APX4500

Billing Address:
PARKVILLE POLICE
DEPARTMENT
8880 CLARK AVE
PARKVILLE, MO 64152
US

Quote Date:07/24/2020
Expiration Date:10/22/2020
Quote Created By:
Paul Stickler
Sales Manager
pauls@mw-radio.com
8167528146

End Customer:
PARKVILLE POLICE DEPARTMENT
Jon Jordan
jjordan@parkvillemo.gov
816-741-4454

Contract: 22897 - STATE OF MISSOURI - LOCALS
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	4	$4,553.00	$2,767.80	$11,071.20
1a	QA01833AD	ADD: EXTREME NOISE REDUCTION	4			
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4			
1c	QA00631AB	ADD: DVRS PSU ACTIVATION	4			
1d	H869CE	ENH: MULTIKEY	4			
1e	Q629AM	ENH: AES ENCRYPTION AND ADP	4			
1f	H885BK	ADD: 3Y ESSENTIAL SERVICE	4			
1g	H842BJ	ADD: SINGLE UNIT PACKAGING	4			
2	LSV00Q01074A	DEVICE MISCELLANEOUS SERVICES	3	$14.29	$14.29	$42.87
3	M22URS9PW1AN	APX4500 7/800 MHZ MOBILE	1	$5,080.55	$3,103.35	$3,103.35

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1			
3b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1			
3c	G142AD	ADD: NO SPEAKER APX	1			
3d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1			
3e	QA00631AB	ADD: DVRS PSU ACTIVATION	1			
3f	W969BM	ADD: MULTIKEY	1			
3g	G843AH	ADD: AES ENCRYPTION AND ADP	1			
3h	GA00804AA	ADD: APX O2 CH (GREY)	1			
3i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			
3j	G67CF	ADD: REMOTE MOUNT MID POWER	1			
3k	W22BA	ADD: STD PALM MICROPHONE APX	1			
3l	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	1			
4	LSV00Q01074A	DEVICE MISCELLANEOUS SERVICES	1	$14.29	$14.29	$14.29
5	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	4	$133.00	$113.05	$452.20
6	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	4	$76.00	$64.60	$258.40

Grand Total

$14,942.31(USD)

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

812 S. 10th St.
St. Joseph, MO 64501
Phone: (816) 279-2065

QUOTATION
105000218

Bill To:
PARKVILLE POLICE DEPARTMENT
8880 CLARK AVENUE
PARKVILLE, MO 64152

Contact: Jon Jordan
Contact #: 816-741-4454
Email: jjordan@parkvillemo.gov

Ship To:
PARKVILLE POLICE DEPARTMENT
8880 CLARK AVENUE
PARKVILLE, MO 64152

Contact: Jon Jordan
Contact #: 816-741-4454
Email: jjordan@parkvillemo.gov

Programming 4-APX4000 and 1-APX4500 MR Radios and installation of the APX4500 to be swapped out with existing XTL radio .

Date: 04/23/2019	Customer #: R2971	Customer Rep: PAS		
Qty	**Item**	**Description**	**Unit Price**	**Extended**
1	MO-Programming Trunking	Programming MR Radios First Radio Templet	85.00	85.00
4	MO-Programming Trunking	Programming MR Radios 3-Additional Radios	45.00	180.00
1	MO-Shop Installation	Shop Installation Intallation: Replacing an existing XTL Radio with a new Remote Mount APX4500	70.00	70.00

Terms: DUR 1.5% Finance after 30 Days
This quotation is valid for 30 days. Prices are subject to change without notice.
The information in this quotation is PROPRIETARY AND CONFIDENTIAL between Midwest Mobile Radio Service Inc. and the customer referenced above.

Subtotal :	$335.00
Tax :	$0.00
Total Quote :	$335.00

CITY OF PARKVILLE
Policy Report

Date: September 24, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve on-call professional services agreements with BBN Architects, Clark Enersen Partners, Garver, George Butler Associates, Kaw Valley Engineering, McClure, Renaissance, RL Buford, Shockey Consulting, TranSystems, Vireo and VSM Engineering for various on-call engineering and architectural services (Public Works)

BACKGROUND:
Although the City employs professional staff with engineering and planning backgrounds, there is limited capacity to perform these functions. To accommodate the engineering, planning and architectural needs for upcoming projects, staff recommends contracting with consulting firms who specialize in these technical fields.

The City's Purchasing Policy allows, when professional services fees do not exceed $15,000, for the City Administrator to select a firm based upon the particular firm's expertise, previous performance, competitive pricing, and readiness for the service requirement of the City. Completing a pre-qualification process under the on-call professional services agreement arrangements assists in this process and saves staff time and resources.

For contracts estimated to exceed $15,000, a formal Request for Qualifications (RFQ) process is required for engineering, planning, and architectural professional services. The process provides for selecting professional services on the basis of demonstrated competence and qualifications for the type of service needed, and at fair and reasonable prices. Prices shall not be the principal factor on which professional serves are selected. A basis for this provision is more experienced, or qualified, professional services that will provide a better product for the City and could result in project cost savings, or cost avoidance, than that of a less qualified professional service. A selection committee reviews all proposals, conducts interviews if needed, checks references if needed, and makes a recommendation to the purchasing authority. Staff is authorized to negotiate a fee and scope of services with the preferred vendor as recommended by the selection committee, and approved by the purchasing authority. The purchasing authority may authorize staff to negotiate with the second choice of the selection committee, and so on, until a satisfactory agreement is negotiated.

The City will engage in a base contract with consultants that are qualified in specialized engineering, planning and architectural disciplines. As needs arise, City staff will work directly with the consultants to develop a scope of work and schedule of fees which will be outlined in an individual work authorization. An hourly rate schedule is attached to the contract and will be used as a basis for reviewing cost proposals under either of the procurement methods outlined above. These work authorizations will be approved in accordance with the City's purchasing policy.

In October 2017, the Board of Aldermen approved multiple on-call professional services agreements. Over the past three years, several work authorizations were generated from those base contracts, providing the much needed technical assistance to staff to complete various projects.

The previous on-call agreements included a two-year term, with an optional one-year extension. The agreement includes billing rates for each professional within the firm. To provide favorable pricing for the city without additional markup by the consultant, the consultants were allowed to update their fee structures annually on the anniversary date of their agreement.

In July 2020, the City released an RFQ document for on-call engineering and architectural services that requested expertise in different technical disciplines. In August 2020, the City received responses from 40 consulting firms.

The selection committee was comprised of several members from staff including the City Administrator, Public Works Director, Community Development Director, Assistant to the City Administrator and Public Works Project Manager. Staff developed a standard rating system to be used to score each proposal. The proposals were reviewed based on experience with similar municipalities, project experience, the qualifications of the project team and the overall presentation of the proposal. In an effort to minimize the number of contracts, staff discussed the anticipated project needs over the next three years to determine the right mix of consultant support.

The selection committee's recommendations include:

BBN Architects - Architecture / Landscape Architecture
Clark Enersen Partners - Architecture / Mechanical, Electrical & Plumbing
Garver - Structural
George Butler Associates - Transportation
Kaw Valley Engineers - Geotechnical
McClure - Landscape Architecture / Stormwater
Renaissance - Survey / Development Review
RL Buford - Survey
Shockey Consulting - Planning and Community Engagement/Communications
TranSystems - Transportation / Utility Design
Vireo - Planning / Landscape Architecture
VSM Engineering - Development Review / Stormwater

BUDGET IMPACT:
The City programs funding each year in various departmental budgets to hire professional services including engineering, planning and architectural services. Staff will manage the professional services needs with the budget available.

ALTERNATIVES:
1. Recommend approval of the selection committee's recommendation for the on-call

engineering, planning and architectural professional services.
2. Provide direction to staff regarding the on-call professional services.
3. Do not approve the on-call agreements.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the list of consulting firms identified by the selection committee for the on-call engineering, planning and architectural services. Once approved by the Finance committee, staff will proceed with sending the draft agreement to the consultants for review and execution.

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

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve the professional services agreements with the firms recommended by the selection committee.

ATTACHMENTS:
1. Draft On-Call Agreement

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this ____ day of _________, 2020 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and _________________(“Service Provider”).

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

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

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

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

I. SCOPE OF SERVICES

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

additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and the Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

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

III. COMPENSATION

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

   a. Services will be billed based on the hourly rates as outlined in Exhibit A.

   b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.

   c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.

   d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.

B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

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

B. Services shall be completed within the timeframe(s) outlined in WA Form.

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

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

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

X. NOTICES

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

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

XI. TERM AND TERMINATION

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

B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.

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

XII. RESOLUTION OF DISPUTES

A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.

C. Arbitration of disputes.

   i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

   ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

   iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

   iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

   v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

CITY OF PARKVILLE, MISSOURI

By: ___________________________

Nanette K. Johnston, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

CONTRACTOR

By: ____________________________

EXHIBIT A

SCOPE OF WORK AND FEES

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

TRANSPORTATION ENGINEERING

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

STORMWATER MANAGEMENT AND HYDROLOGY

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

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

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

GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

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

SURVEYING SERVICES

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

STRUCTURAL ENGINEERING

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

LANDSCAPE ARCHITECTURE SERVICES

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

ARCHITECTURE SERVICES

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

MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

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

Exhibit B WA#

Work Authorization

City of Parkville
Department of Public Works

Preparation date:

To:

General Scope of Work Description/Project:

Primary Tasks: (List task and hours):

Estimated Total: $ ____________________

Project Start Date:

Estimated Completion Date:

Budget Account Code:

Schedule:

Authorization:

☐ City Administrator: ____ Date:

☐ Department Head: ____

☐ Mayor: ____

CITY OF PARKVILLE
Policy Report

Date: September 24, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve on-call agreements with Urban Tree Specialists and Arbor Masters for on-call tree maintenance services (Public Works)

BACKGROUND:
There are numerous services that Public Works staff needs on a routine and emergency basis throughout the year. For these services, it is more efficient for the staff that the City to enter into a long-term contract. Tree trimming and tree removal maintenance services are utilized by different divisions of Public Works, as well as the Nature Sanctuary, for routine tree maintenance and emergency storm cleanup. Since 2015, the City has had an on-call agreement in place for on-call tree maintenance during emergency and non-emergency situations.

In 2017, the Board of Aldermen entered into on-call agreements with two tree maintenance companies for a three-year term (two years plus a one-year extension). Those companies were Arbor Masters and Urban Tree Specialists. Since Urban Tree Specialist's pricing was lowest, staff used them as the primary contract. When Urban Tree provided an estimate that was too high, or was not able to mobilize within the desired timeframe, they contacted Arbor Masters. In emergency situations, it will be helpful to have two contractors under contract.

The City released a bid request for the on-call tree maintenance services in September. There were responses from two contractors. The bid tabulation is included as Attachment 1.

Although Urban Tree Specialists provided the low bid overall, staff recommends contracting with both Arbor Masters and Urban Tree Specialists to provide the continued service for emergency and non-emergency tree maintenance needs.

BUDGET IMPACT:
There are tree trimming line items in various budgets including Parks, Nature Sanctuary and Transportation. Depending on the nature of the work being done, staff will use the proper budget item.

ALTERNATIVES:
1. Approve on-call service agreements with Urban Tree Specialists and Arbor Masters for tree maintenance.
2. Approve an on-call service agreement with Urban Tree Specialists for tree maintenance.

3. Provide direction to staff regarding the tree maintenance contract.
4. Do not approve the contracts.
5. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of on-call service agreements with Urban Tree Specialists and Arbor Masters for the tree maintenance services.

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 on-call service agreements with Urban Tree Specialists and Arbor Masters for tree maintenance services for a two-year term with an option to renew for an additional one-year term.

ATTACHMENTS:
1. Bid Tabulation
2. On-Call Agreement - Urban Tree Specialists
3. On-Call Agreement - Arbor Masters

BID TABULATION

On-Call Tree Trimming/Removal "Services
Bid Opening Tuesday, September 22, 2020 at 10:00 a.m.

Bidder	TOTAL
Arbor Masters Shawnee, KS	See unit prices
Urban Tree Specialists, LLC KCMO	See unit prices

*Denotes recommended contractor

TREE TRIMMING, TREE REMOVAL AND LANDSCAPE SVCS. - BID DATE 9/22/2020 - 10:00 A.M.
NO ADDENDA ISSUED

	<u>**ARBOR MASTERS**</u>		<u>**URBAN TREE SPEC**</u>	
TREE REMOVAL-NON-EMERGENCY	UNIT PRICE		UNIT PRICE	
DBH 1-12 inches	$160.00		$150.00	
DBH 13-24 inches	$325.00		$275.00	
DBH 25-36 inches	$695.00		$650.00	
DBH 37-48 inches	$1,100.00		$1,050.00	
DBH 49-60 inches	$1,850.00		$1,900.00	
Stump Removal	$95.00		$100.00	
TREE REMOVAL-EMERGENCY				
DBH 1-12 inches	$275.00		$250.00	
DBH 13-24 inches	$575.00		$550.00	
DBH 25-36 inches	$875.00		$900.00	
DBH 37-48 inches	$1,500.00		$1,350.00	
DBH 49-60 inches	$2,100.00		$2,300.00	
Stump Removal	$150.00		$100.00	
TREE PRUNING/TRIM-NON-EMERG				
Bucket Truck	$65.00		$50.00	
1-Person Crew	$110.00		$85.00	
2-Person Crew	$160.00		$160.00	
3-Person Crew	$230.00		$230.00	
4-Person Crew	$315.00		$300.00	
Chipper Unit	$25.00		$25.00	
TREE PRUNING/TRIM-EMERGENCY				
Bucket Truck	$65.00		$65.00	
1-Person Crew	$135.00		$100.00	
2-Person Crew	$195.00		$180.00	
3-Person Crew	$265.00		$260.00	
4-Person Crew	$350.00		$350.00	
Chipper Unit	$50.00		$2B5.00	

DBH – Diameter at Breast Height

SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 6th day of October, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and URBAN TREE SPECIALISTS, LLC ("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 for a period of two (2) years from the date of this Agreement.

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 to 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 it 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: Alysen Abel, PW Director
8880 Clark Ave.
Parkville, MO 64152

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

Urban Tree Specialists, LLC
Attn: Bret Cleveland
8600 N. Childress Avenue
Kansas City, MO 64153
816-214-8327

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: ___________________________

Nannette K. Johnston, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

URBAN TREE SPECIALISTS, LLC

By: ____________________________

Bret Cleveland

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall rule.

a. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.

   1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience.

   2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.

NON-EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5’ from the ground	UNIT PRICE
DBH 1 to 12 inches	$150
DBH 13 to 24 inches	$275
DBH 25 to 36 inches	$650
DBH 37 to 48 inches	$1,050
DBH 49 to 60 inches	$1,900
Stump Removal	$100

EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5’ from the ground	UNIT PRICE
DBH 1 to 12 inches	$250
DBH 13 to 24 inches	$550
DBH 25 to 36 inches	$900
DBH 37 to 48 inches	$1,350
DBH 49 to 60 inches	$2,300
Stump Removal	$100

NON-EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$50
1-PERSON CREW	$85
2-PERSON CREW	$160
3-PERSON CREW	$230
4-PERSON CREW	$300
CHIPPER UNIT	$25

EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$65
1-PERSON CREW	$100
2-PERSON CREW	$180
3-PERSON CREW	$260
4-PERSON CREW	$350
CHIPPER UNIT	$25

The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, and incorporated by reference for a period of two (2) years from the date of this Agreement.

SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 6th day of October, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and SHAWNEE MISSION TREE SERVICE DBA ARBOR MASTERS TREE & LANDSCAPE ("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 for a period of two (2) years from the date of this Agreement.
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 to 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 it 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: Alysen Abel, PW Director
8880 Clark Ave.
Parkville, MO 64152

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

Shawnee Mission Tree Service DBA Arbor Masters Tree & Landscape
Attn: Mark Cantrell
8250 Cole Parkway
Shawnee, KS 66227
913-441-8888

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: ___________________________

Nannette K. Johnston, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

SHAWNEE MISSION TREE SERVICE
DBA ARBOR MASTERS TREE & LANDSCAPE

By: ____________________________

Mark Cantrell, Vice President

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall rule.

a. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.

   1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience.

   2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.

NON-EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5’ from the ground	UNIT PRICE
DBH 1 to 12 inches	$160
DBH 13 to 24 inches	$325
DBH 25 to 36 inches	$695
DBH 37 to 48 inches	$1,100
DBH 49 to 60 inches	$1,850
Stump Removal	$95

EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5’ from the ground	UNIT PRICE
DBH 1 to 12 inches	$275
DBH 13 to 24 inches	$575
DBH 25 to 36 inches	$875
DBH 37 to 48 inches	$1,500
DBH 49 to 60 inches	$2,100
Stump Removal	$150

NON-EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$65
1-PERSON CREW	$110
2-PERSON CREW	$160
3-PERSON CREW	$230
4-PERSON CREW	$315
CHIPPER UNIT	$25

EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$65
1-PERSON CREW	$135
2-PERSON CREW	$195
3-PERSON CREW	$265
4-PERSON CREW	$350
CHIPPER UNIT	$50

The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, and incorporated by reference for a period of two (2) years from the date of this Agreement.

CITY OF PARKVILLE
Policy Report

Date: September 24, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Dale Brothers for salt and sand material for the 2020-2021 winter season (Public Works)

BACKGROUND:
City crews use salt and sand during winter snow and ice clearing operations each year. The salt storage building holds approximately 550 tons of material and is usually full at the beginning of the winter season. Staff typically uses approximately 100 tons of material in each of the major storm events.

In September 2020, staff contacted the three local companies who supply the salt and sand materials for municipalities in the metro area. The quotes are included as Attachment 1.

Dale Brothers provided the lowest quote for the two types of winter mixes that staff normally uses: (1) salt/sand mix and (2) straight salt. The unit prices are good for the entire 2020-2021 snow season until May 1, 2021.

The City has used Dale Brothers in the past for the winter mixes and has been satisfied with their product and service. They have historically been the low bidder with respect to the salt/sand mixes. Last year, the price was $61.50 per ton for salt/sand and $84.00 per ton for straight salt. Over the past two years, there has been significant increase in both products. Material costs have increased industry-wide due to demand. Attachment 2 includes a cost summary of salt/sand since 2017.

BUDGET IMPACT:
The 2020 budget includes $50,000 for Emergency Snow Removal (line item 40-520.07-20-00). The current balance for this line item is $32,505.85. The proposed 2021 budget will include $50,000. Staff will continue to purchase material as needed within the allocated budgets, while balancing the needs of the emergency snow operations.

ALTERNATIVES:
1. Approve a purchase order with Dale Brothers for salt and sand materials for the 2020-2021 winter season.
2. Do not authorize the purchase order with Dale Brothers.
3. Provide direction to staff regarding the salt and sand material purchase.
4. Do not approve the item.

5. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the approval of a purchase order with Dale Brothers for the salt and sand material for the 2020-2021 winter season. The purchase order will guarantee the unite prices through May 1, 2021.

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

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a purchase order with Dale Brothers for salt/sand material through May 1, 2021, subject to annual appropriations.

ATTACHMENTS:
1. Bid Tabulation
2. Cost Comparison - 2017 to Present
3. Purchase Order

9/21/20

City of Parkville

Public Works Street Department
Salt and Sand Bid Quotes 2020 / 2021

	1&1 Salt & Sand Mix Per Ton Price Delivered	Straight Salt Per Ton Price Delivered
1. Dale Brothers Inc.	$ 69.50	$ 92.00
2. Holiday Sand	$ 70.95	$ 96.95
3. Kaw Valley	$ 70.00	$ 100.00 – (2019 2020 Prices)

(Kaw Valley did not want to bid at this time, they do not have figures for this season yet but said they would likely go up).

Dale Brothers has the lowest quote for the 2 types of winter mixes that we normally use they are 1&1 Salt and Sand / Straight Salt.

My recommendation is to purchase salt and sand material for the 2020 & 2021 winter season from Dale Brothers Inc.

Director of Operations
Alan Schank

Salt / Sand Pricing (Since 2017)

	2017/2018	2018/2019	2019/2020	2020/2021
Salt/Sand Quotes:				
Dale Brothers	$ 53.00	$ 54.50	$ 61.50	$ 69.50
Holliday Sand	$ 68.95	$ 68.95	$ 69.95	$ 70.95
Kaw Valley	$ 65.00	No Response	No Response	No Response
Straight Salt Quotes:				
Dale Brothers	$ 69.75	$ 71.25	$ 84.00	$ 92.00
Holliday Sand	$ 93.95	$ 93.95	$ 95.95	$ 96.95
Kaw Valley	$ 100.00	No Response	No Response	No Response

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: October 6, 2020

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR: **Dale Brothers, Inc.**
P. O. Box 12541
Kansas City, KS 66112-0542
913-334-1075

SHIP TO: Streets Maintenance Building, 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Alan Schank, Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of _6__ pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of **$92.00 per ton for Straight Salt Delivered** and **$69.50 per ton Delivered for 1 & 1 Salt and Sand Mix** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through May 1, 2021.

ITEMS:	SCHEDULE OF DELIVERY:
Straight Salt Price: Ninety Two Dollars ($92.00) per Ton Delivered 1 & 1 Salt and Sand Mix Price: Sixty Nine Dollars and 50/100 ($69.50) per Ton Delivered See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	Materials shall be delivered on request within 72 hours of placing order. Streets Maintenance Building, 9300 NW 45 Hwy., Parkville, MO 64152 Attn: Alan Schank

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order**. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**DALE BROTHERS, INC**. **Vendor**
By:______________________________ **Nanette K. Johnston**	**By:**______________________________
Title: Mayor	**Title:**______________________________
Date:______________________________	**Date:**______________________________

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims 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 to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) 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 Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

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 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser 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.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished 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 04/12), under the commercial

general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 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, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser 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 Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor 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 Purchase Order. The policy shall be at least as broad as the coverage provided in 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.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

Doubled D, Inc.
dba Dale Brothers
PO Box 12541
Kansas City, KS 66112

DALE
BROTHERS

Phone: 913.334.1075
Fax: 913.334.0090

Online: dalekc.com

Environmentally responsible products and services

September 3, 2020

City of Parkville
8880 Clark Ave.
Parkville, MO 64152

RE: ICE CONTROL PRICES 2020/2021

2020-4/1/2021

Salt Rate:	$92.00 per Ton Delivered
1x1 Mix Rate:	$69.50 per Ton Delivered

______________________________ __________ ______________________________ __________

Travis Dale Date
Dale Brothers

Date
Print Name:________________
Title:______________________
City of Parkville