FINANCE COMMITTEE
Monday, October 26, 2020 3:30 PM
Administration Conference Room, City Hall

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 878 2658 0441; Password: 961256 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**

2. **Financial Updates**

3. **Action Items**
   A. Approve the minutes for the October 12, 2020, meeting
   B. Approve a construction agreement with Outdoor Lighting Perspectives to install new lighting on the Waddell Bridge in English Landing Park (Public Works)
   C. Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative to purchase straight salt 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: 10/23/20; 2:52 p.m. By: MM

Finance Committee Meeting
Monday, October 12, 2020 3:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:32 p.m. A quorum was present.

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

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, 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 of the September 28, 2020, meeting**

Dave Rittman moved to approve the minutes of the September 28, 2020, meeting. Robert Lock seconded; motion passed 4-0.

B. **Approve a construction agreement with She Digs It for ball field grading in Platte Landing Park**

Public Works Director Alysen Abel said that a large dirt stockpile from the wetland project in Platte Landing Park would be used to build up the future ball fields. A bid opening was held and three responses were received.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with She Digs It for the ballfield grading in Platte Landing Park in the amount of $52,050. Lock seconded; motion passed 4-0.

C. **Approve a construction agreement and Change Order No. 1 with Kansas City Fence & Guardrail to install a fence at the pickleball courts in English Landing Park**

Public Works Director Alysen Abel stated that the fencing and lighting were removed from the bid for the pickleball courts in English Landing Park in order to contract with fence and lighting companies. A bid opening was held and three responses were received. The two lowest bids were the same price and staff recommended contracting with Kansas City Fence & Guardrail because of their experience fixing the fences in the parks after the Missouri River flooding in 2019.

Abel said that the project would be separated into two phases, with the first phase being coordinated with the pouring of the pickleball courts. The second phase would include the fencing around the courts. City Administrator Joe Parente recommended that the Finance Committee recommend that the Board of Aldermen approve the entire cost and staff would disclose at the Board of Aldermen meeting that the first phase was approved within Parente's authority.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Kansas City Fence for the installation of the fence for the pickleball courts in the amount of $9,600. Lock seconded; motion passed 4-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 4:23 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: October 23, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Anna Mitchell, Assistant to the City Administrator

ISSUE:
Approve a construction agreement with Outdoor Lighting Perspectives to install new lighting on the Waddell Bridge in English Landing Park (Public Works)

BACKGROUND:
The Waddell Bridge was designed by John Alexander Low Waddell. The bridge was built in 1898 to span over Linn Branch Creek. It was removed for the construction of Smithville Lake. In 1987, the bridge was moved to English Landing Park.

The 2020 Parks Sales Tax budget includes funding for the improvements to the Waddell Bridge in English Landing Park. The project will include accent lighting to enhance the historic significance of the Waddell Bridge. The proposed lighting features will include color changing lights that can be changed for holidays, awareness occasions and special events.

In January 2020, the City applied for an Outreach Grant from Platte County Parks and Recreation for the installation of lighting on the bridge. In March 2020, the City received notice of award for the grant in the amount of $10,820.

In September, the City requested quotes from three contractors for the installation of the lighting on the Waddell Bridge. Only two contractors responded with quotes.

- FSG Electric - $26,016.88
- Outdoor Lighting Perspectives - $13,420.00

Outdoor Lighting Perspectives provided the low bid in the amount of $13,420. They provided the same pricing for two different styles of lighting. The lights can be controlled either by Wi-Fi or Bluetooth. The contractor recommended Wi-Fi based on the current technology.

BUDGET IMPACT:
The Parks Sales Tax Budget includes funding available for the installation of the lighting on the Waddell Bridge.

ALTERNATIVES:
1. Recommend approval of a construction agreement with Outdoor Lighting Perspectives.
2. Provide direction to staff related to the accent lighting on the Waddell Bridge.

3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends contracting with Outdoor Lighting Perspectives for the installation of the accent lighting on the Waddell Bridge in English Landing Park.

COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION:
At the meeting on October 14, 2020, the Community Land and Recreation Board (CLARB) recommended that the Board of Aldermen approve a construction agreement with Outdoor Lighting Perspectives for the installation of the lighting on the Waddell Bridge.

POLICY:
Parkville Municipal Code Section 150.050(A) directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, and removal or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with Outdoor Lighting Perspectives for the installation of the lighting on the Waddell Bridge in the amount of $13,420.

ATTACHMENTS:
1. Construction Agreement

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **3rd day of November, 2020** by and between the CITY OF PARKVILLE, MISSOURI ("City") and **OUTDOOR LIGHTING PERSPECTIVES** ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

A. Time is of the essence in performance of this Agreement.

B. Unless otherwise directed by the City, Contractor shall commence performance of the 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 Substantial Completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in **Exhibit "A"** for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.

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

V. INDEMNIFICATION

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

B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

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 a Scope of Work Exhibit, 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 § 285.530.5 R.S. Mo. 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. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

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. All manufacturer's warranties shall be assignable to the City. 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 which 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 VIII.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

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 M. Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152
Aabel@parkvillemo.gov

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

Outdoor Lighting Perspectives
Attn: John Bruce
9515 W. 93rd St.
Overland Park, KS
Jbruce@outdoorlights.com

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. 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.

D. 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 above, 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. RESOLUTION OF DISPUTES

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

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

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

   1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
   2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
   3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

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

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

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

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

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

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. 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.
2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: ___________________________
Nanette K. Johnston, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

Outdoor Lighting Perspectives

By: ____________________________
John Bruce

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

OUTDOOR LIGHTING
PERSPECTIVES®

Lighting Proposal

For

English Landing Park

Scope

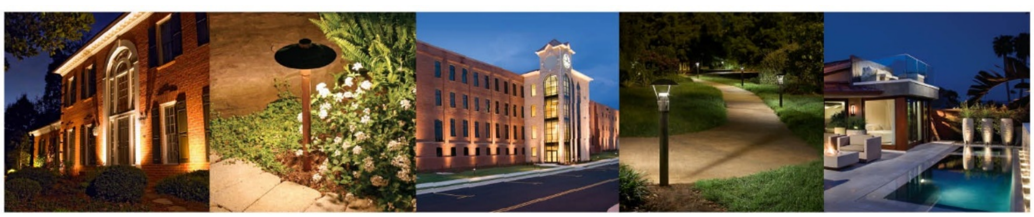
To provide illumination on the historic bridge within the English Landing Park in Parkville, Missouri. The illumination is to be color changing RGBW lighting to allow for general as well as festive illuminations. The design is to place fixtures at the bridge truss and supporting members to highlight the individual structural elements.

Details

This will include the following;

- Acquisition of 24 RGBW low voltage fixtures (WiFi)
- Low Voltage Transformer
- Controls
- Low Voltage Conductor
- Attachment Hardware and Fitting
- Labor and Installation
- ** (WiFi service provider monthly fee IS NOT included)**

Proposal Amount - $13,420.00 **Term of Agreement -**



OUTDOOR LIGHTING PERSPECTIVES IS YOUR COMPLETE SOURCE FOR EXTERIOR LIGHTING DESIGN, INSTALLATION & SERVICE.

CITY OF PARKVILLE
Policy Report

Date: October 23, 2020

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative to purchase straight salt for the 2020-2021 winter season (Public Works)

BACKGROUND:
City crews use salt and sand during the winter snow and ice clearing operations each year. There are two different types of winter mixes used (1) salt/sand mix and (2) straight salt. Due to the terrain of Parkville, the salt/sand mixture is necessary for traction on the steep streets.

On October 6, 2020, the Board of Aldermen approved a purchase order with Dale Brothers for salt and sand material for the 2020-2021 winter season. Their bid included both types of winter mixes.

Due to the increased prices of winter mixes, staff contacted other communities and a few of them utilize a cooperative purchasing arrangement through Mid-America Regional Council (MARC) and the Kansas City Regional Purchasing Cooperative (KCRPC).

Each year, KCRPC releases a bid document on behalf of several communities within the region with an estimated amount of winter mixes. Their bid includes straight salt. KCRPC received bids from several suppliers and contracted with Central Salt for their bulk salt at a price of $71.02 per ton. The price per ton for the current contract with Dale Brothers is $92.00 per ton for straight salt. The purchase order with Central Salt would provide the City with a cost savings of $20.98 per ton.

Based on discussions with MARC and KCRPC, the City can be added to their contract with Central Salt for the purchase of straight salt. There is no agreement with MARC; the only contract document required would be a purchase order with Central Salt.

Since we will still need the salt/sand mixture to treat our streets, staff would like to utilize both contractors for our winter mixes. The City does not have previous experience with the cooperative purchase arrangement. Maintaining two contracts will allow the City to determine the most efficient way to obtain the winter mixes necessary to serve our community snow removal needs.

BUDGET IMPACT:
The 2020 and 2021 budgets include funding for Emergency Snow Removal. 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 Central Salt for straight salt for the 2020-2021 winter season.
2. Do not authorize the purchase order with Central Salt.
3. Provide direction to staff regarding this item.
4. Do not approve this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a purchase order with Central Salt for the purchase of straight salt for the 2020-2021 winter season. The savings would be $20.98 per ton, which provides an estimate savings of over $15,000.

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 Central Salt for the purchase of straight salt at a unit price of $71.02 per ton.

ATTACHMENTS:

1. Draft Purchase Order
2. KCRPC Agreement with Central Salt

PURCHASE ORDER
(non-construction)

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

Date: November 3, 2020

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

VENDOR: **Central Salt, L.L.C.**
1420 State Highway 14
Lyons, KS 67554
620-257-5626 ext 505

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 **$71.02 per ton for Straight Salt Delivered** for such materials, subject to any additions or deductions agreed upon in writing, in accordance with the MARC/KCRPC Contract**.** **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: Seventy-One Dollars and two cents ($71.02) 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.

NOTICE OF MARC/KCRPC CONTRACT MODIFICATION
DATED: May 14, 2020

Bid Title:	Yearly Contract for Snow & Ice Control Materials
Bid/Contract No.	87
Contract Modification No.:	2
Contract Period:	06/01/19 to 05/31/20
Contract Renewal:	06/01/20 to 05/31/21
Contract Renewal:	-
Contract Renewal:	-
Contract Renewal:	-

CONTRACTOR:

Lori Young
Customer Service Supervisor
Central Salt, L.L.C.
1420 State Highway 14
Lyons, Kan., 67554

P. 620-257-5626 ext. 505
F. 620-257-5052
Email: lyoung@centralsalt.com

MODIFICATION TO ORIGINAL CONTRACT
The original contract issued July 1, 2019 is revised as follows:

MARC/KCRPC and Participants does hereby accept your offer to renew the contract with no changes, for one additional year.

The pricing includes the 1.5% administrative fee due to MARC based on all sales. This is the first of four available renewal options under this contract. The current price list is included with this modification.

Straight salt – $71.02 per ton, delivered

SnowSlicer – $82.01 per ton delivered

By: DocuSigned by: David A. Warm
5520S8DA79A04BC...
David Warm, Executive Director
Mid-America Regional Council

6/12/2020
Date:

By: Lori A Young
Lori Young
Central Salt, L.L.C.

May 27, 2020
Date:

Copy to: Participants

BID/CONTRACT # 87 SALT & DEICERS
Effective 6/1/20 to 5/31/21
With three one-year renewal options remaining

Item #	Description	Unit	Est. Qty.	CENTRAL SALT LLC Unit Price	Total Price
1	**Salt, straight**	**Ton**	**13,775**	**71.02**	**$ 978,300.50**
	Belton	1,500			
	Edwardsville	250			
	Jackson County	4,000			
	Lee's Summit	5,000			
	North Kansas City	500			
	Platte City	150			
	Truman Medical Center	375			
	Riverside	2000			
	Weston				
2	**ClearLane® enhanced de-icer / Snowslicer**	**Ton**	**1120**	**82.01**	**$ 91,851.20**
	Lee's Summit	500			
	Liberty Hospital	250			
	Olathe	250			
	Weston	120			
	TOTAL VALUE:				**$ 1,070,151.70**

MINIMUM DELIVERY, IF ANY			25 Tons	
PAYMENT, NET 30, DISCOUNTS?			Net 30, no discount	
OFF SHELF DISCOUNT?			No	
MAXIMUM PERCENTAGE ALLOWED OVER ESTIMATED TONNAGE			20%	
DELIVERY RATE OUTSIDE 50 MILE RADIUS OF METRO	51-100	miles	$ 3.50	Per mile
	101-150	miles	$ 4.00	Per mile
	151-200	miles	$ 4.50	Per mile
DELIVERY TIME PRE-SEASON (BEFORE NOV 15)			10	Business Days
DELIVERY TIME PRE-SEASON, NON EMERGENCY (AFTER NOV 15)			10 to 15	Business Days
DELIVERY TIME EMERGENCY			10	Business Days
PICK UP AT LOCATION			"N/A"	Business Days
AVERAGE TON LOAD OF TRUCKS			25 Tons	
FACILITY LOCATION			1420 State Highway 14, Lyons, Kan., 67554	
OPERATION HOURS			6:00 a.m. to 10 p.m. Mon-Fri	
FACILITY - SALT PRODUCTION			1420 State Highway 14, Lyons, Kan., 67554	
ONLINE ORDERING AVAILABLE			No	
PROCUREMENT CARDS ACCEPTED			No	
COOPERATIVE PURCHASING ALLOWED?			No	
APPENDIX A - BIDDER WARRANTIES			Yes	
APPENDIX B - AUTH & NONCOLLUSION			Yes	
APPENDIX C - MO DAV PREFERENCE			"N/A"	
APPENDIX D - MO PRODUCT PREFERENCE			"N/A"	
APPENDIX E - JACKSON CO COMPLIANCE FORM			Yes	
APPENDIX F - JACKSON CO AFFIDAVIT			Yes	