



FINANCE COMMITTEE

Monday, February 22, 2021 3:30 PM
Administration Conference Room, City Hall

In light of public health order from 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: 868 0320 0544; Password: 237953 – 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 February 9, 2021, meeting
- B. Approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish (Administration)
- C. Approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program (Public Works)
- D. Approve a construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program (Public Works)
- E. Approve a construction agreement with Terry Snelling Construction for the 2021 Curb & Sidewalk Program (Public Works)
- F. Approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
Tuesday, February 9, 2021 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:33 p.m. A quorum was present.

Members Present: Ward 4 Alderman Marc Sportsman, Mayor Nan Johnston, Ward 1 Alderman Tina Welch, Ward 3 Alderman Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, 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 approvals made within his authority.

B. 4th Quarter 2020 Budget Variance Report

City Administrator Joe Parente provided an overview of the budget variance report, noting that it was an unaudited year-end report. The report showed that the General Fund would end approximately \$500,000 under budget because some of the capital projects were deferred.

3. Action Items

A. Approve the minutes for the January 25, 2021, meeting

Robert Lock moved to approve the minutes for the January 25, 2021, meeting. Tina Welch seconded; motion passed 4-0.

B. Approve a land use and waste disposal agreement with Damon Pursell Construction for the use of its property for the annual clean-up events in 2021

Public Works Director Alysén Abel stated that the annual agreement allowed the use of the Damon Pursell Construction lot for the spring and fall cleanup events and included lot rental fees and unit pricing for yard waste at approximately \$1,300 per event.

Lock moved to recommend that the Board of Aldermen approve the land use and waste disposal agreement with Damon Pursell Construction for the 2021 clean-up events. Welch seconded; motion passed 4-0.

C. Approve Work Authorization No. 131 with North Hills Engineering for the 2021 Sanitary Sewer Repairs program

Public Works Director Alysén Abel stated that North Hills Engineering evaluated the

sanitary sewer system annually through closed-circuit televising of the sewer lines to locate issues and prioritize repairs. The 2021 program would include areas west of Route 9 between 4th and 13th streets. The work authorization included design and construction document management for the projects that would be completed; construction of the projects would be bid later in the year.

Lock moved to recommend to the Board of Aldermen to approve Work Authorization No. 131 with North Hills Engineering for the 2021 Sanitary Sewer Repairs program in the amount of \$23,254. Welch seconded; motion passed 4-0.

4. Non-Action Items

A. Quarterly Projects Update

Assistant to the City Administrator Anna Mitchell provided an overview of the 2020 Capital Improvement Program projects, noting that 28 were completed and 76 percent of the budget was spent. The remainder of the projects were deferred to 2021 or 2022.

B. Missouri American Water Rate Increase

City Administrator Joe Parente said that Vice Chair Rittman had reached out to staff to find out if the City planned to oppose the rate increase. For rate changes, Missouri American Water was required to obtain approval from the Public Service Commission who had recommended that no increases would be approved. A document with frequently asked questions about the increase was distributed to the Finance Committee prior to the meeting via e-mail and is attached as Exhibit A.

C. Administrative Charge to Sewer Fund Allocation Study

City Administrator Joe Parente introduced Nick Dragisich, Baker Tilly, who worked on the allocation study update. Slides from the work session presentation regarding the 2021 Sewer Fund budget was distributed to the Finance Committee prior to the meeting via e-mail and is attached as Exhibit B.

Nick Dragisich, Baker Tilly, provided an overview of the updated study; presentation attached as Exhibit B. He said that the allocation study was originally completed in 2015. The update helped to identify operating costs with direct and indirect costs to run the wastewater treatment plant.

Discussion focused on how overhead was calculated; an explanation as to why the cost for the Administration Department was higher than Public Works; the rate increase percentage that would be needed to cover the entire allocation recommendation; revisiting discussions about selling the sewer utility or consolidating with the Platte County Regional Sewer District; and the creation of a stand-alone department to be fully funded by the Sewer Fund. Public Works Director Alysén Abel stated that a 13 percent increase would be needed in order to cover the recommended allocation.

The consensus of the Committee was to recommend a six percent rate increase. They also recommended that staff analyze consolidation, selling or creating a stand-alone sewer department.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 5:23 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 2/22/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: February 19, 2021

Prepared By:

Michelle Hefley City Treasurer

Reviewed By:

Matthew Chapman, Finance/HR Director

ISSUE:

Approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish (Administration)

BACKGROUND:

Both state statute and city ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in August for 2020. The semi-annual report for the second half of 2020 is ready for review and publication in a local newspaper as required by law. The report was completed in February and includes all revenues and expenditures that are expected to be credited and charged to the second half of 2020. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

There is no budget impact associated with this action other than the cost of publication which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the Semi-Annual Financial Report for the second half of 2020 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the Semi-Annual Financial Report for the second half of 2020 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual

report in some newspaper in the City. The sections of Code that require the production and publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish.

ATTACHMENTS:

1. Semi Annual Report (Publication Version)
2. Semi-Annual Report (Detailed Version)

City of Parkville, Missouri

Semi-Annual Report

July 1 through December 31, 2020

General Fund

Revenue	2,297,624
Expenditures	<u>2,622,170</u>
Revenue, net of Expenditures	<u>(324,546)</u>

Enterprise Fund-Sewer Utility

Revenue	789,636
Expenditures	<u>979,136</u>
Revenue, net of Expenditures	<u>(189,500)</u>

Debt Service Funds

Revenue	126,335
Expenditures	<u>234,757</u>
Revenue, net of Expenditures	<u>(108,422)</u>

Special Revenue Funds

Revenue	1,547,286
Expenditures	<u>1,462,093</u>
Revenue, net of Expenditures	<u>85,193</u>

Debt of City of Parkville, December 31, 2020

Certificates of Participation	3,662,472
Sewer Utility	695,000
Neighborhood Improvement Districts (NID's)	<u>7,585,000</u>
Total Debt	<u>11,942,472</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri

Semi-Annual Report

January 1 through December 31, 2020

General Fund

Revenue	
Taxes	1,342,810
Licenses	56,621
Permits	503,898
Franchise Fees	776,531
Sales Taxes	1,067,359
Other Revenue	15,188
Court Revenue	61,118
Interest Income	6,632
Grants and Miscellaneous Revenue	627,751
Transfers In	495,000
Total Revenue	<u>4,952,907</u>
Expenditures	
Administration	1,361,367
Police Department	1,344,740
Municipal Court	150,718
Public Works	284,874
Community Development	302,053
Street Department	420,387
Parks Department	425,630
Nature Sanctuary	51,632
Channel 2/Website	23,753
Transfers Out	922,822
Information Technology	59,386
Capital Outlay	366,550
Total Expenditures	<u>5,713,911</u>
Net Revenues in Excess of Expenditures	(761,004)
Funds Carried Forward for current year	<u>1,728,789</u>
Revenue & Carryover, net of Expenditures	<u><u>967,785</u></u>

Enterprise Fund - Sewer Utility

Revenue	1,521,994
Expenditures	1,605,625
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>(83,630)</u></u>

Debt Service Funds

Revenue	1,644,923
Expenditures	1,826,051
Revenue, net of Expenditures	<u><u>(181,128)</u></u>

Reserved and Restricted Funds

Revenue	3,157,783
Expenditures	2,481,428
Revenue, net of Expenditures	<u><u>676,355</u></u>

Debt of the City of Parkville, December 31, 2020

Certificates of Participation	3,662,472
Sewer Utility	695,000
Neighborhood Improvement Districts (NIDs) ¹	<u>7,585,000</u>
Total Debt	<u><u>11,942,472</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

ITEM 3.C.

For 2/22/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE Policy Report

Date: February 16, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program (Public Works)

BACKGROUND:

Due to heavy salt and sand usage over the winter and normal accumulation of leaves, trash and other debris, the City's streets need to be swept periodically to help keep contaminants out of storm sewer systems, improving water quality in accordance with the Clean Water Act.

The City released a bid request, held a bid opening on February 17 and received one bid from Delta Sweeping. Delta Sweeping provided a bid of \$155.00 per hour and the contract will be limited to an hourly rate not to exceed 60 hours. The City has contracted with Delta Sweeping in the past and they have provided excellent service for numerous years. They are familiar with the streets of Parkville.

Street sweeping will occur in both the fall and spring this year. Each street is swept in the spring to clean the sand leftover from the winter's snow plow operations. The majority of the streets are swept in the fall, mostly in the areas with mature trees, to clean the leaves from the streets and gutters.

BUDGET IMPACT:

The Transportation Fund includes \$20,000 for street sweeping for City streets and public parking lots in budget line item 40-525-07-45-00. Delta Sweeping will be compensated for the hours spent sweeping.

In the past, staff worked with the contractor to keep the contract time below 60 hours. With the addition of public streets over the past two years, 60 hours may not be sufficient. It is recommended to set the contract amount at a maximum of \$20,000 which would provide approximately 65 hours per season.

ALTERNATIVES:

1. Approve the contract with Delta Sweeping in an amount not to exceed \$20,000.
2. Provide direction to staff regarding the street sweeping program.
3. Do not approve the contract. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a small construction services agreement with Delta Sweeping for the

2021 Street Sweeping Program, in an amount not to exceed \$20,000.

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 small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program in an amount not to exceed \$20,000.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2021 STREET SWEEPING

Bid Opening Wednesday, February 17, 2021
10:45 a.m., City Hall Board Room

*Due to inclement weather, the bid opening was postponed until
Thursday, February 18, 2021

Bidder	Hourly Rate
Delta Sweeping KCMO	\$155.00

(*) Recommended Award of Purchase

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

2021 STREET SWEEPING

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2021, by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Alysén Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

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

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

By: _____

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

A. Scope of Work:

Perform all street sweeping for areas as defined by City personnel to include:

1. Contractor to remove all significant debris and contaminants from all public streets and parking lots in the City with a professional grade street sweeping machine.
2. Contractor will furnish all equipment, fuel, labor and insurance to complete the services.
3. The City will provide a location to dump debris at the Public Works Street facility.

B. Compensation:

1. This is a UNIT PRICE Agreement based upon \$_____ per hour, estimate of 60 hours, without prior authorization from the City.

C. Schedule:

1. Work to proceed upon receipt by Contractor of Notice to Proceed issued by the City, and to be completed within a timeframe as directed by the Public Works Director.

Term of Agreement: -----

\$_____

ITEM 3.D.

For 2/22/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: February 16, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program (Public Works)

BACKGROUND:

Each year, the City programs money in the Capital Improvements Program (CIP) for street maintenance which typically includes curb and sidewalk repair, asphalt mill and overlay, pavement marking and cracksealing.

Each year, the Public Works Director and Director of Operations review the quality of each City street. These streets are rated according to a standard pavement rating system, with a rating of 1.0 (indicating newly constructed streets) to 10.0 (indicating streets that need to be completely replaced). Based on this rating system, City staff identifies areas in need of reconstruction which are prioritized in a long-range street maintenance plan. This plan is subject to change and will be updated annually based on re-prioritization from the annual street rating program, contract unit prices and budget available.

The 2021 Mill & Overlay Program includes areas in North National and South National and on Hamilton Street.

In January, the City released a bid request for the Mill & Overlay Program. The bid documents focused on milling, asphalt overlay, full depth pavement remediation and associated pavement marking. The bid documents included recycled asphalt in the material specification. There was a bid alternate included for virgin asphalt mix. In the past, staff has had success using the recycled mix, which provides overall cost savings.

On February 17, the City received responses from seven contractors (bids included as Attachment 1). Phillips Paving Co. was the low bidder, with a bid of \$198,054. Since the City does not have previous experience with Phillips Paving, staff will be checking references.

BUDGET IMPACT:

The 2021 Transportation Fund (line item 40-520-04-85-00) includes \$250,000 for the Mill & Overlay Program. The low bidder was Phillips Paving Co, with a proposed bid of \$198,054.

The contract will be based on the unit prices of the mill and overlay. Staff will manage the work

associated with the contract to keep the total contract within the budget.

ALTERNATIVES:

1. Approve the construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.
2. Provide further direction to staff related to the Mill & Overlay Program.
3. Do not authorize the construction agreement. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2021 Mill & Overlay Project
 Bid Opening Wednesday, February 17, 2021
 10:00 a.m., Public Works Conference Room

*Due to inclement weather, the bid opening was postponed until
 Thursday, February 18, 2021

PHILLIPS PAVING CO., INC. KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$.90	\$21,150.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$65.52	\$176,904.00
<u>TOTAL</u>			<u>\$198,054.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$18.09	\$4,522.50
Full Depth Asphalt Patching	125 Tons	\$97.16	\$12,145.00
<u>ALTERNATE BID PRICING FOR VIRGIN MIX ASPHALT</u>	Per Ton	\$71.94	

J.M. FAHEY CONST. CO., GRANDVIEW, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$1.70	\$39,950.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$64.25	\$173,475.00
<u>TOTAL</u>			<u>\$213,425.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$21.00	\$5,250.00
Full Depth Asphalt Patching	125 Tons	\$65.00	\$8,125.00
<u>ALTERNATE BID PRICING FOR VIRGIN MIX ASPHALT</u>	Per Ton	\$70.00	

WILL PAV, INC., SUGAR CREEK, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$1.94	\$45,590.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$66.15	\$178,605.00
<u>TOTAL</u>			<u>\$224,195.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$24.80	\$6,200.00
Full Depth Asphalt Patching	125 Tons	\$92.00	\$11,500.00
<u>ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT</u>		\$13,770.00	

METRO ASPHALT, INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.36	\$55,460.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$66.50	\$179,550.00
<u>TOTAL</u>			<u>\$235,010.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$25.00	\$6,250.00
Full Depth Asphalt Patching	125 Tons	\$95.00	\$11,875.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$78.50	

SUPERIOR BOWEN ASPHALT CO., LLC, KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.20	\$51,700.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$68.00	\$183,600.00
<u>TOTAL</u>			<u>\$235,300.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$10.00	\$2,500.00
Full Depth Asphalt Patching	125 Tons	\$240.00	\$30,000.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$77.50	

AMINO BROS. CO., INC., KCKS

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.15	\$50,525.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$78.00	\$210,600.00
<u>TOTAL</u>			<u>\$261,125.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$55.70	\$13,925.00
Full Depth Asphalt Patching	125 Tons	\$74.10	\$9,262.50
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$90.50	

LITTLE JOE'S ASPHALT

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.00	\$47,000.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$73.40	\$198,180.00
<u>TOTAL</u>			<u>Bid Total (Math Error) \$280,555.00 Corrected Total \$245,180.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$54.00	\$13,500.00
Full Depth Asphalt Patching	125 Tons	\$175.00	\$21,875.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$21,500.00	

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 MILL AND OVERLAY PROGRAM**

This agreement is made and entered into this _____ day of _____, 2021, by and between the City of Parkville, Missouri, (hereinafter the "City") and

_____ (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

23,000 square yards 2" Full Width, Edge & Header Milling
2,700 tons of 2" Asphalt Overlay (Type III Recycled Surface Mix)

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The asphalt shall be, APWA Type III, Recycled Asphalt Surface Mix. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

_____ DOLLARS
(\$ _____) (subject to adjustment as provided by the Contract Documents)

for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 90 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Project Scope
Exhibit D	Specifications included in Project Scope
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates - Applicable for Contracts Exceeding \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form – Applicable for Contracts Exceeding \$75,000
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements - Applicable for Contracts Exceeding \$75,000
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

Contractor

By _____

Title _____

(SEAL)

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

ATTACHMENT 1

PROPOSED PROJECT AREAS - *SUBJECT TO CHANGE

N. National	Claret (Entrance Only)
N. National	Turnberry Court
N. National	Augusta Place
N. National	Muirfield Street
N. National	Roundabouts - (2 each)
S. National	Brashie
S. National	Mashie
S. National	Magnolia
S. National	Persimmon
S. National	Vardon
S. National	National Dr. Loops (2 each)
Old Town Dist.	Hamilton Street

CITY OF PARKVILLE
Policy Report

Date: February 16, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Terry Snelling Construction for the 2021 Curb & Sidewalk Program (Public Works)

BACKGROUND:

Each year, the City programs money in the Capital Improvements Program for street maintenance that typically includes curb and sidewalk repair, asphalt mill and overlay, pavement marking and cracksealing.

The primary curb replacement areas will be the areas identified in the mill and overlay program. The secondary curb replacement areas are included on a priority list maintained by the Director of Operations.

In January, the City released a bid request for the curb and sidewalk program. The bid documents focused on the removal and replacement of approximately 1,600 feet of CG-2, which is the standard style of curb in most subdivisions. In an effort to lock in unit prices for CG-1 curb, staff requested those unit prices separately. Since this contract is under \$75,000, it is not required to follow prevailing wage regulations; this information was included in the bid document.

On February 17, the City received responses from five contractors (bids included as Attachment 1). Phillips Paving Co. provided the lowest bid, in the amount of \$47,898; however, their bid package did not include a bid bond. Phillips Paving provided a letter in their bid package from their insurance carrier stating that the company was in good standing and bonds would be provided if necessary. The company did provide the required bid bond the following day, one day after the bids were due. Staff consulted with the City's legal counsel. The bid documents clearly state that a bid bond is required. However, there is a statement in the bid documents that the City "reserves the right to waive any irregularities and may reject any or all bids. No bids will be accepted until approved by the Board of Aldermen".

Due to the omission of the bid bond, staff believes that their bid is incomplete and therefore not a valid bid. The next low bidder was Terry Snelling Construction, with a bid of \$54,980. The City has previous experience with Terry Snelling Construction.

BUDGET IMPACT:

The 2021 Transportation Fund (line item 40-520-04-85-00) includes \$50,000 for the Curb & Sidewalk

Program. The low bidder was Terry Snelling Construction with a proposed bid of \$54,980. There is capacity in the Transportation Fund to handle the overage.

ALTERNATIVES:

1. Approve the construction agreement with Terry Snelling Construction for the 2021 Curb & Sidewalk Program in the amount of \$54,980.
2. Provide further direction to staff related to the Curb & Sidewalk Program.
3. Do not authorize the construction agreement. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Terry Snelling Construction for the 2021 Curb & Sidewalk Program in the amount of \$54,980.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Terry Snelling Construction for the 2021 Curb and Sidewalk Program in the amount of \$54,980.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2021 Curb & Sidewalk Project

Bid Opening Wednesday, February 17, 2021

10:35 a.m., Public Works Conference Room

*Due to inclement weather, the bid opening was postponed until
Thursday, February 18, 2021

PHILLIPS PAVING CO., INC., KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$26.61	\$5,322.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$26.61	\$42,576.00
Total			\$47,898.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$30.80	N/A

TERRY SNELLING CONSTRUCTION INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$32.90	\$6,580.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$30.25	\$48,400.00
Total			\$54,980.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$72.00	N/A

J.D. BISHOP CONSTRUCCION LLC, CHILLICOTHE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$35.00	\$7,000.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$35.00	\$56,000.00
Total			\$117,980.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$10.00	N/A

METRO ASPHALT, INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$31.50	\$6,300.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$31.50	\$50,400.00
Total			\$174,680.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$81.00	N/A

JULIUS KAAZ CONSTRUCTION CO., INC., LEAVENWORTH, KS

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$60.00	\$12,000.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$54.50	\$87,200.00
Total			\$99,200.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$125.00	N/A

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 CONCRETE CURB AND SIDEWALK REPAIR**

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Parkville, Missouri, (hereinafter the "City") and

_____ (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

1,800 lineal feet of CG-1 and CG-2 Curb & Gutter Removal and Replacement

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 60 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be MCIB Mix No WA 610-1-4 (4500psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Concrete Caulk (MP1) shall be applied on all expansion joints where the curb meets the driveway.

Sidewalk and sidewalk ramp repairs shall conform to ADA Standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

_____ DOLLARS

(\$_____) (subject to adjustment as provided by the Contract Documents)

for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Scope of Project
Exhibit D	Not Applicable
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates if Project Total Exceeds \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

Contractor

By _____

Title _____

(SEAL)

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

CITY OF PARKVILLE

Policy Report

Date: February 16, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services (Public Works)

BACKGROUND:

In 2015, the City implemented a new purchasing policy and updated contract documents. The previous city attorney recommended that staff begin entering into multi-year service contracts for routine services in order to lock in prices and avoid having to repeat the process to accept quotes for smaller scopes of work. The intent was to select a single vendor to provide priority services to the City during emergency and non-emergency situations.

The City maintains pumps at six pump stations and RAS (Return Activated Sludge) pumps at the Wastewater Treatment Facility (WWTF), with a total of 15 sewer pumps. The average life of a pump varies from about 10 to 15 years. The life of the pump can be extended when the proper preventative maintenance is performed. Preventative maintenance includes annual inspection of the pump and an oil change. Lack of preventative maintenance could void any warranties from the pump manufacturer.

In January, the City released a Request for Qualifications (RFQ) for the on-call pump maintenance and repair services. The RFQ requested information from the respondents about their relevant work experience, availability, background and training, references and sample reports. One company, FTC Equipment, responded to the request.

On March 3, 2020, the Board of Aldermen approved a one-year extension to the previous maintenance agreement with FTC Equipment for the on-call pump maintenance and repair services. FTC has provided excellent service to the City.

BUDGET IMPACT:

The Sewer Fund includes budget for pump station maintenance and building maintenance for the WWTF for the pump preventative maintenance and emergency repairs. Depending on the nature of the work being performed, staff will use the proper maintenance budget item.

ALTERNATIVES:

1. Approve a two-year on-call maintenance agreement with FTC Equipment.
2. Provide further direction to staff regarding the maintenance agreement.

3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a two-year maintenance agreement with FTC Equipment for the on-call pump maintenance and repair 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 a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services, with the unit prices listed in the agreement.

ATTACHMENTS:

1. Draft Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2021 by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____ ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor, any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.

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

III. SCHEDULE

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

IV. CHANGES

- A. The City reserves the right 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

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

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: City Administrator
8880 Clark Ave.
Parkville, MO 64152

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

Contractor
Attn:
Street Address
City, State, Zip

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. The contract period shall be two (2) years from the effective date of the Agreement.
- 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.
- 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.
- E. 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.

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

XIV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with

the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CONTRACTOR

By: _____

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

- A. The Scope of Work includes on-call pump maintenance and repair services to include, but not be limited to:
1. Preventative Maintenance:
 - A. Pull pump
 - B. Remove and inspect volute and impeller
 - C. Inspect and change oil
 - D. Measure and record voltage on all 3 phases. Test motor winding resistance. Test seal leakage current (if applicable). Check and record run amps. Check and tighten all power connections at terminal box.
 - E. Verify float/VFD operation
 - F. Check power cord conditions
 - G. Reseal all conduits between pump wet well and electrical control boxes
 - H. Vacuum prime pumps only: Verify pump priming cycle. Remove and clean sensor electrode and glass electrode housing and verify operation.
 - I. When preventative maintenance is complete, perform pump down test to verify that the pump is operational.
 - J. Provide a detailed service report with written and photographic documentation of each process.
 - K. Records maintenance
 2. Repair Maintenance
 - A. Pull pump, investigate control panel, etc.
 - B. Perform trouble-shooting and field inspection.
 - C. Report findings and make written recommendations with pricing estimates to Director of Public Works or authorized representative.
 - D. Make repairs as authorized by Director of Public Works or authorized representative in accordance with on-call contract pricing.
- B. 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. Work will be authorized by the Public Works Director or authorized representative.
 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.
- C. Contractor shall commence the Work upon notice from the Director of Public Works or authorized representative. Contractor and City representative will agree on scope of work and determine a

timeframe to complete for both emergency and non-emergency work prior to Contractor performing any work. Additional labor required by unforeseen site issues must be authorized by City in advance. Any work not authorized by the City, and performed by the Contractor without City approval, shall be at the Contractor's own risk, cost and expense, and Contractor shall not make claim for compensation from the City for such work.

- D. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with the provisions set forth in Paragraph II (B) of this Agreement.

DEFINITIONS

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. Work will be authorized by the Public Works Director or authorized representative.
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.

SPECIFICATIONS AND BILLING RATES

PUMP INFORMATION	FLAT RATE/EA
<u>Hwy. FF pump station</u> (2) Smith & Loveless Pumps Model # 4B3B 15 HP	\$150/EA (\$300 Station Total)
<u>McAfee PS</u> (2) ABS pumps Model # AFP 1077 ME430/4/43.60 60HP	\$200/EA (\$400 Station Total)
<u>Pinecrest PS</u> (2) ABS pumps Model # XFP100E-CB1.2 PE105/4 14HP	\$175/EA (\$350 Station Total)
<u>45 Highway PS</u> (2) Flygt pumps Model # CP3102.180.0820 5HP	\$150/EA (\$300 Station Total)
<u>Nationals</u> (2) Flygt pumps Model # CP3170-090-6060 30HP	\$175/EA (\$350 Station Total)
<u>Riverhills PS</u> (2) Flygt pumps Model # CR3140-090-6066 15 HP	\$175/EA (\$350 Station Total)
<u>WWTF RAS pumps</u> (3) ABS pumps 2-Model #AFP1546.2-M105/4 14 HP 1- Model #XFP 105E-CB1.4-PE105/4 14 HP3	\$175/EA (\$525 Station Total)
<u>Spirit Fountain Pump</u> (1) Sulzer pump 1- Model #EJ20W-3	\$100/EA PM Only
<u>Wetland Pump</u> (1) Thompson Pump 1- Model #4TS-DIST-4LE2T	\$250/EA PM Only

EMERGENCY REPAIR SERVICES

SCOPE OF WORK	Regular Hourly	Overtime Hourly	Weekends Hourly	Holidays Hourly
FIELD MECHANIC	\$100.00	\$150.00	\$150.00	\$200.00
SHOP MECHANIC	\$100.00	\$150.00	\$150.00	\$200.00
CONFINED SPACE ENTRY	\$100.00	\$150.00	\$150.00	\$200.00
BOOM TRUCK TRIP CHARGE (Including Operator)	\$150.00	\$150.00	\$150.00	\$150.00

COMMON REPAIRS

Based on a standard pump size, indicate a total price (labor, materials, and truck/tool charges) to perform common repairs as listed.

SCOPE OF WORK	Non- Emergency	Emergency	Weekends	Holidays Hourly
Basic repair: Seals, O-Rings, hardware	\$1,050.00	\$1,500.00	\$1,500.00	\$1,500.00
Submersible pump motor rewind 0HP-70HP	\$500.00	\$750.00	\$750.00	\$750.00
Vibration analyses and report	\$250.00	\$250.00	\$250.00	\$250.00
Replace bearings and seals	\$1,050.00	\$1,500.00	\$1,500.00	\$1,500.00
Replace seals only	\$750.00	\$950.00	\$950.00	\$950.00
Replace power cord	\$250.00	\$250.00	\$250.00	\$250.00

Indicate percent markup on material and parts:

\$0.00 - \$1,999.99 30%

\$2,000 - \$4,999.00 30%

\$5,000 and up 25%