



Monday, July 12, 2021 3:30 PM
Administration Conference Room, City Hall

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: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. City Administrator Approvals

3. Action Items

- A. Approve the minutes for the June 7, 2021 meeting
- B. Approve a resolution to provide supplemental compensation (Administration)
- C. Approve a construction agreement with BKM Construction for improvements to Watkins Park (Public Works)
- D. Approve Work Authorization No. 5 with Renaissance Infrastructure Consultants for construction inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)
- E. Approve Work Authorization No. 4 with Kaw Valley Engineers for construction materials testing for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)
- F. Approve a three-year service agreement with Messenger Lawn & Landscape for maintenance of the Old Parkville Cemetery (Public Works)

4. Non-Action Items

- A. Consider the sale of City-owned property near NW River Road and Vikings Field (Community Development)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

May 9, 2021

Department: Public Works

Low Bidder and
Contract Amount:

H&H Septic Service, Inc.
30 Village Circle Drive
Platte City, MO 64079

\$10,399.70

General Scope of Work Description/Project:

Meadowlake and Southlake Drive (WA-112):

In May 2021, the City was alerted to two sewer issues in the area of Meadowlake and Southlake in the Riss Lake subdivision. These failures were caused when the power was restored following a power outage. The grinder pumps in the Riss Lake subdivision were activated at the same time, causing a force on the sewer main. Staff contacted H&H Septic to assist with the evaluation. It appeared that the sewer-related issue was associated with the connection to the main. H&H Septic Service assisted with the repair.

The City Administrator has the authority to approve emergency expenses in the amount of \$25,000 with regard to sewer.

The Sewer Fund includes \$30,000 for line repairs & maintenance. There is capacity in the Sewer Fund to cover this emergency expense.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date:

5/9/21

Estimated Completion Date:

6/3/21

Budget Account Code:

30-501.07-34-00

Authorization:

☐ City Administrator: _____

Date: _____

☐ Department Head: Alyssa Mitchell

7/2/21

☐ Mayor (if applicable): _____

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



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

Work Authorization #112-2021 (OC)

Date: May 9, 2021
Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description: Meadow Lake & Southlake Drive
Title:
Scope of Work/Purpose: See Invoice #50217
Unit prices as identified in On-Call Services Agreement dated 8/4/15.

Schedule and Price

Project Start Date: May 9, 2021
Estimated Completion Date: June 3, 2021
Latest Acceptable Date: June 3, 2021
Estimated Cost: \$10,399.70
Expenditure Limit: \$10,399.70
Budget Account Code: 30-501.07-34-00

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

Name/Title: Regina Moore Office manager
Signature: [Signature]
Company: H & H Septic Service Inc.
Date: 6-3-2021

Authorization

Department Head: Alyson Mabel
Date: 7/2/21
City Administrator (if over \$1,000):
Date:
Mayor (if over \$2,500):
Date:

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

- ☐ Employment Eligibility Status Verification (if the cost exceeds \$5,000)
☒ Certificate of Insurance that demonstrates compliance with the Terms and Conditions
☒ Valid business license



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

June 22, 2021

Department: Public Works

Low Bidder and
Contract Amount:

Havens Construction
Attn: Bruce Laughlin
9400 Liberty Drive
Liberty, MO 64068

\$3,176.36

General Scope of Work Description/Project:

Deer Run Storm Sewer Repair (EMERGENCY REPAIR):

Following prolonged rainfall events, a sinkhole developed at 7805 Deer Run near the storm inlet. Based upon further evaluation, it was found that the metal storm pipe had deteriorated, the area was eroded around the existing storm pipe.

Havens Construction had previously assisted the City on other emergency storm repairs, most recently at the Mark IV Apartments on 60th Street. In an effort to address the emergency storm sewer repair, Havens honored their time and material costs associated with previous contracts.

Before the contractor began construction, the City Administrator authorized the emergency repair.

The Transportation Fund includes \$5,000 for storm sewer repairs.

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

In 2020, staff had contacted three contractors to provide quotes prior to the N. National Storm Repair. Havens Construction is the only one to respond. Since that time, Havens Construction has assisted with four emergency repairs under their original time and materials costs.

Project Start Date:

6/1/21

Estimated Completion Date:

6/22/21

Budget Account Code:

40-520.07-32-00

Authorization:

☐ City Administrator:

Date:

☐ Department Head:

☐ Mayor (if applicable):

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



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

Work Authorization #1-2021

Date: June 22, 2021

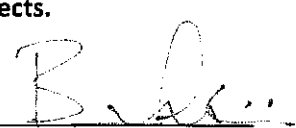
Issued to: Havens Construction Co., Inc.
9400 Liberty Drive
Liberty, MO 64068

Project/Work Description
Title: Emergency Storm Repair
7805 Deer Run

Scope of Work/Purpose: Invoice No. 9684E-T&M Attached

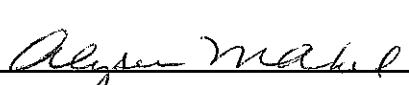
Schedule and Price
Project Start Date: 6/22/2021
Estimated Completion Date: 6/22/2021
Latest Acceptable Date: 6/22/ 2021
Estimated Cost: \$3,176.36
Expenditure Limit: \$3,176.36
Budget Account Code: 40-520.07-32-00

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

Name/Title: BRUCE LAUGHLIN SENIOR VICE-PRES. **Signature:** 
Company: _____ **Date:** 6/22/21

Havens Construction Co., Inc.

Authorization

Department Head:  **Date:** 7/2/21
Alysen M. Abel, Public Works Director

City Administrator (if over \$1,000): _____ **Date:** _____
Joe Parente, City Administrator

Mayor (if over \$2,500): _____ **Date:** _____

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

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

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

☒ Valid business license



INVOICE

Havens Construction Co., Inc.
9400 Liberty Drive
Liberty MO 64068

RE: 7815 DEER RUN STORM WTR REPAIR
Estimate #1

Bill To:
CITY OF PARKVILLE
8880 CLARK AVE
PARKVILLE MO 64152

Invoice No: 9684E-T&M
Terms: 30 Days
Date: 6/22/2021
Job No: 1013E-T&M

Description:

7805 Deer Run Emergency Storm Water Relocation

Time and Material Work Completed this Invoice (See Attached)

3,176.36

"EMERGENCY REPAIR"

40-520-07-32-00

7805 Deer Run - Sink Hole in yard -

*Galvanized pipe Rusted Out and caused
sink hole in yard - Lots of Utilities in this
project to dig around Hard Work!*

Total Work to Date:
\$3,176.36

Less Previous Invoices:
\$0.00

Amount of This Invoice:

3,176.36

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or service to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Thank You For Your Business!



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

May 26, 2021

Department: Public Works

Low Bidder and
Contract Amount:

Baker Tilly MA, LLP
9229 Ward Pkwy, Suite 104
Kansas City, MO 64114

\$3,660.00

General Scope of Work Description/Project:

Work Authorization #18:

On December 2, 2014, the Board of Aldermen approved an agreement with Springsted for Municipal Advisory Services. Since that time, the company was renamed to Baker Tilly MA, LLP. The change has been noted and approved by the Board of Aldermen with their current agreements with the City.

In 2016, the City engaged Springsted to perform an analysis of the Administrative Transfer from the Sewer Fund to the General Fund to cover those costs that were covered by the General Fund related to sewer. Since that time, the Board of Aldermen have utilized the findings from the study to make budgeting decisions.

In November 2020, the City engaged Baker Tilly to perform the analysis related to the Administrative Transfer, to include current data and staff survey information. Following the presentation in April 2021, the Board of Aldermen requested additional analysis of five sewer administration options. Baker Tilly assisted with providing the financial for each of these options.

There is funding available in the Sewer Fund budget to cover this expense.

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

For the previous analysis, staff contacted three firms who specialize in this type of analysis. One firm decided not to submit. Baker Tilly provided the lowest quote of the two firms who submitted.

Project Start Date:

5/1/21

Estimated Completion Date:

6/1/21

Budget Account Code:

30-501.08-03-00

Authorization:

- ☐ City Administrator: _____ Date: _____
☐ Department Head: Alyson Mabel 7/2/21
☐ Mayor (if applicable): _____
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



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

Work Authorization 1B-2020

Date: May 26, 2021

Issued to: Baker Tilly Municipal Advisors, LLC

Project/Work Description Update Wastewater Administration Charge Allocation Study

Scope of Work/Purpose: See work plan that is attached hereto and incorporated by reference

Schedule and Price May 26, 2021

Project Start Date: May, 2021

Estimated Completion Date: May, 2021

Latest Acceptable Date: TBD

Estimated Cost: \$3,360.00

Expenditure Limit: \$3,660.00

Budget Account Code: 30-501.08-03-00

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

Name/Title: Jack Ryan Feldman Tom Kaleko

Signature: Tom Kaleko

Company: Baker Tilly Municipal Advisors, LLC

Date: June 2, 2021

Authorization

Department Head: Alysen Mabel
Alysen Abel, Public Works Director

Date: 7/2/21

City Administrator (if over \$1,000):

Date:

Joe Parente, City Administrator

Mayor (if over \$2,500):

Date:

For Internal Staff Use Only

(initial each item and file with executed work authorization)

N/A Employment Eligibility Status Verification (if the cost exceeds \$5,000)

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

N/A Valid business license

Baker Tilly US, LLP
380 Jackson Street Suite 300
Saint Paul, MN 55101 • 651-223-3000



City of Parkville, MO
8880 Clark Avenue
Parkville, MO 64152-3727

Invoice Date: May 10, 2021
Invoice Number: BT1821541
Client Number: 159193

INVOICE

AMOUNT

Fees	
Wastewater Administrative Charge Allocation (Final Billing)	\$6,460.00
Fee 3,100.00	
Additional work 3,360.00	
Fees Total:	\$6,460.00
Expenses Total:	\$0.00
Invoice Total:	\$6,460.00

For questions, comments or suggestions, please contact Larry Tuthill at 651-223-3000.

Balance is payable upon receipt or previously agreed upon terms.

To pay by Credit Card, Debit Card, or EFT using your Checking Account visit www.bakertilly.com/payment.
There is 3.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments.

Please ACH or wire payment to: US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference #: BT1821541	Or send payment to: Baker Tilly US, LLP Box 78975 Milwaukee, WI 53278-8975	Reference: Client Number: 159193 Invoice Number: BT1821541 Amount Enclosed: \$_____
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CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

July 1, 2021

Department: Public Works

Low Bidder and
Contract Amount:

Blue Valley Public Safety
509 James Rollo Drive
Grain Valley, MO 64029

\$3,072.00

General Scope of Work Description/Project:

Annual Tornado Siren Maintenance Contract:

The City is part of the Platte County regional tornado and public safety warning system. The City covers the cost of maintaining four warning sirens, located within Parkville. Each year, the City contracts with Blue Valley Public Safety for the maintenance of the tornado warning sirens. The current maintenance contract expires on July 31, 2021. The maintenance rate is currently \$245.40 per month, or \$2,944.80 per year. The proposed contract includes an increased rate of \$256.00 per month, or \$3,072.00 per year, from August 1, 2021 to July 31, 2022. The agreement includes repair and replacement of equipment for the normal wear and tear of the four sirens.

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

Blue Valley Public Safety is a sole source contractor, who supplies maintenance for the remaining warning sirens in Platte County.

Project Start Date:

8/1/21

Estimated Completion Date:

7/31/22

Budget Account Code:

10-515.06-36-00

Authorization:

☐ City Administrator:

Date:

☐ Department Head:

☐ Mayor (if applicable):

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

OUTDOOR WARNING SIREN MAINTENANCE AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 1st day of July, 2021, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Blue Valley Public Safety Inc. (BVPS), 509 James Rollo Dr. Grain Valley, MO 64029 ("Service Provider").

WHEREAS, the City seeks to execute a maintenance agreement with BVPS to maintain the City's outdoor warning siren system.

WHEREAS, the City has budgeted funds to do the necessary work; and

WHEREAS, Service Provider is an area business with the necessary skills and qualifications to provide these services.

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean services to be provided by BVPS which shall consist of the repair or replacement of the four (4) sirens, four (4) radio controls, sixteen (16) batteries, and parts and components thereof (the "Equipment") which have malfunctioned or become inoperative in normal wear and usage within 96 hours after the City has notified the Service Provider. It also includes the monthly checking and changing of batteries, verifying correct voltage and making sure the radio controls are operable. This agreement does NOT extend to repair or replacement of the Equipment or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty or modification or alteration by any party other than Blue Valley. Anything outside of the normal scope of maintenance will be an Additional Service subject to Section I.A.C of this Agreement. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services.
- B. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.
- D. The Service Provider will furnish all equipment, fuel, and labor necessary to complete the Services.
- F. The City will provide a location to dump any debris or scrap materials at the Public Works Street facility.
- G. Service Provider shall provide on-site safety oversight and shall recognize the dangers associated with performing maintenance to the City's outdoor warning siren system.

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed at the rate of two hundred fifty six dollars and 00/100 cents (\$256.00) per month for twelve (12) months from August 1, 2021 through July 31, 2022, not to exceed three thousand seventy two dollars and 00/100 cents (\$3,072.00) The Service Provider will be paid quarterly (every three months), at the rate of seven hundred sixty eight dollars and 00/100 (\$768.00).
 - b. The Service Provider is not eligible to receive reimbursement for incidentals, mileage, or other expenses.
- B. Compensation will be made quarterly upon satisfactory completion of the Services for the preceding three months.
- C. Service Provider shall submit an itemized invoice to the City upon completion of the Services that details the Services that were provided each quarter. The City agrees to pay the balance of the approved invoice, or undisputed portions of the disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- D. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for one year after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services on August 1, 2021.
- B. Services shall be completed on a monthly basis through the term of the Agreement after receiving the notice to proceed unless written authorization for an extension is provided by the City.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider 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 Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:
 - a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. RELATIONSHIP OF THE PARTIES

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

IX. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
City of Parkville
Attn: Alysen Abel P.E.
Public Works Director
8880 Clark Ave.
Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
Blue Valley Public Safety Inc.
Attn: Dee Wieduwilt
509 James Rollo Drive
Grain Valley, MO 64029

X. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until July 31, 2022.
- C. Notwithstanding Article X, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior

written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Joe Parente, City Administrator

ATTEST:

AMA

Melissa McChesney, City Clerk

BLUE VALLEY PUBLIC SAFETY INC.

By: *Dee Wieduwilt*
Dee Wieduwilt, Office Manager



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

June 3, 2021

Department: Public Works

Low Bidder and
Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

\$6,699.25

General Scope of Work Description/Project:

Work Authorization #82 – Aeration Basin:

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment processes. The air allows the microorganisms to thrive, assisting with the wastewater process. The mixer requires repairs to run the plant more efficiently.

The 2021 Sewer Fund budget includes funding for building maintenance.

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

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date:

6/4/21

Estimated Completion Date:

7/4/21

Budget Account Code:

30-501.06-01-00

Authorization:

☐ City Administrator: _____

Date: _____

☐ Department Head: Alyson Mabel

7/2/21

☐ Mayor (if applicable): _____

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



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

Work Authorization #82 -2021

Date: June 3, 2021
Issued to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127
Project/Work Description: WWTP – Aeration Basin – Sulzer Mixer
Title: Field Service Call

Scope of Work/Purpose: WWTP – Aeration Basin – Quote #12340

Schedule and Price

- See attached quote for price breakdown

Total **\$6,699.25**

Project Start Date: June 4, 2021
Estimated Completion Date: July 4, 2021
Latest Acceptable Date: July 4, 2021
Estimated Cost: \$6,699.25
Expenditure Limit: \$6,699.25
Budget Account Code: 30-501.06-01-00

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

Name/Title: Angie Schlitzer/operations Mgr. Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: _____

Authorization

Department Head: Alysen Abel Date: 7/2/21
Alysen Abel, Public Works Director

City Administrator (if over \$2,500): _____ Date: _____
Joe Parente, City Administrator

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

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

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

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

 x Valid business license

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
5/18/2021	12340

Name/Address
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

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

Terms	Rep	FOB	W/O Number
Net 30	MAS	Factory	WK002174

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: Aeration Basin		
			Check, inspect, and estimate repair of Sulzer Mixer RW6522-A60/12 CR, 8HP, 3PH, 460V, 17.5Amps, 571RPM, 580mm Prop		
1	EA	61702021	Repair Kit RW650 CR	703.43	703.43
1	EA	12100044-10-002	Cable 10G1.5 KB-6/10.5M OZOFLEX	171.51	171.51
1	EA	65010568	Rotor RW650 A50/12 1.4404	3,092.11	3,092.11
1	EA	42130109	DI Probe	20.24	20.24
1	EA	43045000	Seal - DI Probe	9.89	9.89
1	EA	11080027	Circlip	3.15	3.15
1	EA	31320139	Cable Gland 10G2.5 10.5m	145.35	145.35
1	EA	43070425	Cable Seal	18.09	18.09
1	EA	42010088	Washer	5.48	5.48
6	HR	Labor-MO-CB	Labor-MO - Inspection	75.00	450.00
3	HR	Labor-MO-MM	Labor-MO - Clean Parts	75.00	225.00
9	HR	Labor-MO-KA	Labor-MO - Assembly	75.00	675.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Freight	Estimated Freight	250.00	250.00
			Estimated Installation:		
4	HR	Labor-MO-CB	Labor-MO	85.00	340.00
4	HR	Labor-MO-LR	Labor-MO	85.00	340.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Note: This is an estimate, actual labor and materials will be billed per the contract.		

We appreciate the opportunity to be of service to you!

Subtotal	\$6,699.25
Sales Tax (8.85%)	\$0.00
TOTAL	\$6,699.25

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



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

June 24, 2021

Department: Public Works

Low Bidder and
Contract Amount:

George Butler Associates, Inc.
9801 Renner Blvd
Lenexa, KS 66219-9745

\$4,000

General Scope of Work Description/Project:

Work Authorization #10 – Platte 38 Traffic Study Review:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

The Platte 38 development, located south of 45 Hwy between Crooked Road and S. National, includes proposed apartments and townhomes. A traffic impact study is required to determine the overall traffic impacts for the region. Merge Midwest was engaged by the developer to prepare a traffic study. The City engaged George Butler Associates to assist with the review of the traffic study.

There is funding available in the Community Development budget to cover expenses related to Planning Commission items.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates.

Project Start Date:

2/18/21

Estimated Completion Date:

9/1/21

Budget Account Code:

10-518.08-03-00

Authorization:

- ☐ City Administrator: _____ Date: _____
☐ Department Head: Alyson Mahal 7/2/21
☐ Mayor (if applicable): _____
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



WA # 10-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date: June 24, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional design services for the review of preliminary site development plans and traffic studies

GBA to provide professional engineering services to perform reviews of preliminary site development plans and traffic impact studies in association with the proposed Platte 38 apartment/town homes development located southwest of Missouri Highway 45 / S. National Drive roundabout intersection

See attached Invoice No. 63202

NTE \$4,000.00

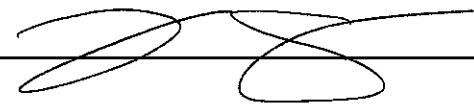
Primary Tasks: (List task and hours):

Estimated Total: \$ 4,000.00

Project Start Date: 2/18/21

Estimated Completion Date: 9/1/21

Budget Account Code: 10-518.08-03-00

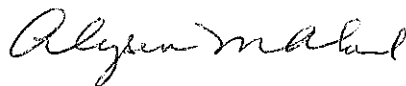
Signature: 

Schedule:

Authorization:

☐ City Administrator:

Date:

☐ Department Head:☐ Mayor:

7/2/21

**INVOICE**

9801 Renner Boulevard
Lenexa, KS 66219
913-492-0400

June 24, 2021

Project No: 14716.03

Invoice No: 63202

Total this Invoice \$2,500.00

Ms Alysén Abel
Public Works Director
City of Parkville, MO
8880 Clark Ave
Parkville, MO 64152

Professional engineering services to perform reviews of preliminary site development plans and traffic impact studies in association with the proposed Platte 38 apartment / town homes development located southwest of the Missouri Highway 45 / S. National Drive roundabout intersection.

Professional Services from February 18, 2021 to May 28, 2021

Professional Personnel

	Hours	Rate	Amount	
Associate				
Mennenga, David	12.50	200.00	2,500.00	
Totals	12.50		2,500.00	
Total Labor				2,500.00
		Total this Invoice		\$2,500.00

GEORGE BUTLER ASSOCIATES, INC.

Bryan Blizzard, P.E.



Billing Backup

GEORGE BUTLER ASSOCIATES, INC.

Invoice 63202 Dated 6/24/2021

Friday, June 25, 2021

3:59:33 AM

Professional Personnel

			Hours	Rate	Amount	
Associate						
00865	Mennenga, David	2/18/2021	.50	200.00	100.00	
	Parkville on-call (JMC re: Todd Kobayashi site)					
00865	Mennenga, David	2/19/2021	.50	200.00	100.00	
	Parkville on-call (Todd Kobayashi site)					
00865	Mennenga, David	3/10/2021	.25	200.00	50.00	
	Parkville On-Call TIS scope review					
00865	Mennenga, David	3/22/2021	.75	200.00	150.00	
	0.75 Parkville TIS - SIDRA w/ Merge; 1.0 City of Fairway call, email PDF counts, GHA video?					
00865	Mennenga, David	4/19/2021	.50	200.00	100.00	
	Platte 38 TIS review					
00865	Mennenga, David	4/27/2021	2.50	200.00	500.00	
	Review of Platte 38 TIS report, call w/ Merge					
00865	Mennenga, David	4/28/2021	3.00	200.00	600.00	
	Platte 38 TIS review, comments memo to City					
00865	Mennenga, David	4/29/2021	.50	200.00	100.00	
	0.5 Call w/ City staff re: Platte 38; 0.25 Discuss Park counts w/ City staff					
00865	Mennenga, David	5/10/2021	.50	200.00	100.00	
	Review TIS addendum					
00865	Mennenga, David	5/11/2021	3.50	200.00	700.00	
	0.5 Merge phone call; 3.0 City planning commission mtg					
	Totals		12.50		2,500.00	
	Total Labor					2,500.00
				Total this Project		\$2,500.00
				Total this Report		\$2,500.00



Finance Committee Meeting
Monday, June 7, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

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

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

City Staff Present: City Administrator Joe Parente, Police Captain Jon Jordan, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. Financial Updates

A. 1st Quarter 2021 Budget Variance Report

City Administrator Joe Parente provided an overview of the first quarter 2021 budget variance report.

B. American Rescue Plan Act Fiscal Recovery Funds

City Administrator Joe Parente presented an overview of the American Rescue Plan Act funds that would be available to the City; presentation attached as Exhibit A.

3. Action Items

A. Approve the minutes for the May 24, 2021, meeting

Dave Rittman moved to approve the minutes for the May 24, 2021, meeting. Tina Welch seconded; motion passed 5-0.

B. Approve the 2021 Parkville Economic Development Council investment renewal and public services agreement

Chair Sportsman recommended that the Finance Committee not take action on the agreement and requested an executive session be scheduled prior to the Board of Aldermen meeting on June 15.

No action was taken.

C. Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall

Chair Sportsman recommended that the Finance Committee not take action on the agreement and requested an executive session be scheduled prior to the Board of Aldermen meeting on June 15.

No action was taken.

D. **Approve a construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer Repairs program**

Public Works Director Alysén Abel stated that North Hills Engineering compiled information to help staff prioritize repairs to the sanitary sewer system. A bid opening was held on June 2 and six bids were received. The low bid was over the engineer's estimate by approximately 25 percent. Abel said she anticipated a payment from Ervin Cable to cover the cost of repairing the sanitary sewer line they bored through on 6th Street in the amount of \$14,000 that would help cover a portion of the overage. She reviewed the 2021 Sewer Capital Improvement Program and also recommended deferral of the two clarifier projects to 2022 to help cover the additional cost. There were also savings from other projects that were completed.

Abel said that staff had a meeting with Missouri American Water to discuss their water projects in downtown Parkville. At Main Street and 7th Street, Kissick Construction would be replacing the water line that was located close to the sewer line and instead of doing the projects separately she said there would be savings of \$50,000 to have Kissick work on the sanitary sewer repairs at the same time. She recommended approval of the contract with Infrastructure Solutions and staff would work out the details for the change order for the work at Main and 7th prior to approval by the Board of Aldermen.

Discussion focused on the change order, the low bid and changes that would affect the lowest bid. The consensus of the Finance Committee was for staff to confirm with the city attorney that an agreement could be approved knowing that a portion of the project would be removed to be contracted with another bidder for a lower cost, thereby changing the low bidder.

No action was taken.

E. **Approve a construction agreement with Smico Contracting Group for the FF Hwy Pump Station reconstruction project**

Public Works Director Alysén Abel said that the FF Highway Pump Station needed to be reconstructed and North Hills engineering helped with the new design. The low bid was approximately 12 percent over the engineer's estimate due to increased costs for materials. As mentioned in the previous item, there were savings in other projects that could be used to cover the overage.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Smico Contracting Group for the FF Highway Pump Station reconstruction in the amount of \$144,495. Welch seconded; motion passed 5-0.

F. **Approve a purchase order with Fry & Associates for playground equipment in English Landing Park and Watkins Park**

Public Works Director Alysén Abel stated that playground equipment in English Landing Park would be repurposed in Watkins Park and new equipment would replace the equipment being moved. In addition, other playground equipment would be purchased for Watkins Park per the master plan.

The consensus of the Finance Committee was for staff to provide pictures of the equipment to the Community Land and Recreation Board and the Board of Aldermen, to include

quotes from other vendors to compare prices and to determine the estimated delivery time when purchased from Fry & Associates.

No action was taken.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 4:57 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 7/12/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: July 8, 2021

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve a resolution to provide supplemental compensation

BACKGROUND:

The City has adopted a Compensation and Classification Plan for City employees. Consistent with the Plan, the City annually adopts an ordinance making modifications to the compensation plan, including pay adjustments based on cost-of living and merit pay increases.

During the current fiscal year, the Board approved a 3% adjustment to the Plan. The adjustment took into account the City's proposed FY 2021 budget, which reflected revenues and expenditures, including revenues impacted by COVID-19.

It is now proposed that a supplemental pay adjustment of \$1,000 be made available for each employee for the current, and remainder of Fiscal Year 2021, based on satisfactory performance. This supplemental pay increase reflects the City's current year budgetary forecasting that now shows the financial impacts of COVID-19 to be diminishing. It is noted the supplemental pay is not added to an employee's base salary, and will not carry over to the next fiscal year.

Additionally, the City has been awarded Fiscal Recovery Funds from the American Rescue Plan Act (ARPA). The funds are available to support the City's recovery from the pandemic. ARPA funds may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency.

Lastly, the Board of Aldermen continues to prioritize the value that employees bring to the City, particularly during the past and current years while working through the pandemic.

BUDGET IMPACT:

The \$1,000 supplemental increase is estimated to impact the FY 2021 Budget by \$47,000. The funds will come from the General Fund Budget, or from Fiscal Recovery Funds for eligible employees.

ALTERNATIVES:

1. Approve a resolution providing for supplemental compensation.
2. Approve a resolution, subject to changes directed by the Board of Aldermen.
3. Postpone the item and provide further direction to City Administration.

4. Do not approve the item.

STAFF RECOMMENDATION:

Staff recommends the Finance Committee recommend to the Board of Aldermen supplemental compensation to each City employee in the amount of \$1,000 for current work, and work to be performed in Fiscal Year 2021.

POLICY:

Section 112.070.G. of the Municipal Code designates the City Administrator as the personnel officer of the City with authority to recommend a position classification system and salaries to the Mayor and Board of Aldermen.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution to provide supplemental compensation for work performed in Fiscal Year 2021.

ATTACHMENTS:

1. Draft Resolution



***CITY OF PARKVILLE, MO.
RESOLUTION NO. 21-xxx***

A RESOLUTION PROVIDING FOR SUPPLEMENTAL COMPENSATION

WHEREAS, the Board of Aldermen has established a classification and compensation plan for all employee positions; and

WHEREAS, the Board of Aldermen desires to provide supplemental compensation for city employees for the current fiscal year; and

WHEREAS, providing supplemental compensation is consistent with the city's current year budgetary forecasting that now shows the financial impacts of COVID-19 to be diminishing; and

WHEREAS, the American Rescue Plan Act (ARPA) Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency; and

WHEREAS, the city's General Fund also provides compensation for city employees; and

WHEREAS, the Board of Aldermen recognizes the value its employees bring to the City, particularly during the past and current years while working through the pandemic; and

WHEREAS, the Board of Aldermen desires to provide supplemental compensation for all city employees, for current work and work to be performed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen approves providing supplemental pay of \$1,000 for each city employee for current work, and work to be performed, during Fiscal Year 2021.

BE IT FURTHER RESOLVED THAT the Board of Aldermen directs City Administration to implement the supplemental pay as part of the compensation plan, and to bring back for approval any necessary budgetary amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 20th day of July 2021.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

ITEM 3.C.

For 7/12/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE Policy Report

Date: July 2, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with BKM Construction for improvements to Watkins Park (Public Works)

BACKGROUND:

In November 2016, the Board of Aldermen adopted the Parks Master Plan. Although the primary focus was improvements to English Landing and Platte Landing parks, the study did address the need to upgrade the neighborhood parks, including Adams and Watkins parks located near Main Street.

The 2020 Capital Improvements Program (CIP) included funding available for improvements to Adams and Watkins parks. Based on additional discussions associated with this project, there was a desire to gain input from the residents who would utilize the parks and their amenities. Through a public engagement process that started in July 2020, Vireo drafted master plans for both neighborhood parks. They were reviewed by the Community Land and Recreation Board (CLARB) and adopted by the Board of Aldermen on November 3, 2020.

Watkins Park contains a vast green space that will remain. In the first phase, the parking lot will be relocated closer to the road, fencing will be used to better define the park, a small playground will be added, a loop trail will be installed around the perimeter and a shelter house will be relocated closer to the proposed parking area. The ultimate master plan will include upgrades to the playground area, upgraded shelter, resurfacing of the basketball courts and enhancements to the stream corridor.

The Watkins Park improvements include (1) demolition of the existing shelter building; (2) installation of a parking lot; (3) installation of concrete for the new shelter building; and (4) realignment of existing walking trail. Staff worked directly with McClure Engineering on the design of the parking lot. Bid documents were released in June and on July 1, three contractors responded to the bid request.

BKM Construction was the low bidder. Although the City has not contracted directly with BKM Construction, staff has previous experience working with them as the general contractor hired by the US Army Corps of Engineers on the wetlands project in Platte Landing Park.

BUDGET IMPACT:

The 2021 CIP includes \$50,000 for improvements to Watkins Park. The City received \$26,000 from Platte County through their Park Outreach Grant program to assist with funding the improvements.

The total budget available for this project is \$75,000.

The Board of Aldermen previously approved two contracts associated with Watkins Park.

1. A construction agreement with Shergain for the construction of a shelter building in the amount of \$19,900.
2. A purchase order with Fry & Associates for the playground equipment in Watkins Park in the amount of \$15,098.90.

The total amount of the three contracts for Watkins Park is \$63,849.90, which is within the \$75,000 budget.

ALTERNATIVES:

1. Approve a construction agreement with BKM Construction for the Watkins Park Improvements.
2. Provide feedback to staff related to the Watkins Park Improvements.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction agreement with BKM Construction for the Watkins Park Improvements. Staff plans to run the Finance Committee recommendation with the Community Land and Recreation Board recommendation.

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 BKM Construction for improvements to Watkins Park in the amount of \$28,851.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

Watkins Park Improvements
Bid Opening Thursday, July 1, 2021
10:05 a.m., Board Room

Bidder Name	TOTAL
• BKM Const. Leavenworth, KS	\$28,851.00
Gunter Const. KCKS	\$51,100.00
Paritrave Innovations, Inc. Overland Park, KS	\$54,700.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
WATKINS PARK IMPROVEMENTS**

This agreement is made and entered into this **20th day of July, 2021**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **BKM Construction LLC** (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, 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

TWENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS AND NO/100 (\$28,851.00)
(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 Services – List of Drawings
Exhibit D	Specifications – 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 for project totals exceeding \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form, applicable for project totals exceeding \$75,000
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements for project totals 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

BKM CONSTRUCTION LLC

By _____

(SEAL)

Title _____

(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.)

**BID FORM
LUMP-SUM BIDS**

(Subcontractors/suppliers listed)

**Watkins Park Improvements
FOR**

CITY OF PARKVILLE, MISSOURI

To: City of Parkville, Missouri

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

[Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$100.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.]

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security. Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No.	<u>1</u>	Dated:	<u>06/16/2021</u>
No.	<u>2</u>	Dated:	<u>06/23/2021</u>
No.	<u> </u>	Dated:	<u> </u>
No.	<u> </u>	Dated:	<u> </u>

Bidder lists in the space provided below the names of the manufacturers and suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Bidder proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if permitted by the City in accordance with the requirements for Substitutions in the Contract Documents.

Proposed Subcontractors	Scope of Work
Little Joe's Asphalt Inc.	Asphalt
K&G Striping, Inc.	Striping

Proposed Equipment Manufacturers	Equipment Supplied

Failure to furnish all information requested below may be cause for rejection of the Bid. Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the price set forth below.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Twenty eight thousand eight hundred fifty one Dollars & no/cents \$28,851.00

(Words)

(Figures)

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at 501 S. 5th Street, Leavenworth, KS this 1st day of July, 20 21.

LICENSE or CERTIFICATE NUMBER, if applicable 1669

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business
As _____

Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. and Email _____

IF A PARTNERSHIP: _____

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:
(LLC)

BKM Construction LLC

Name of Corporation

By _____

Brent L Motley / Majority Partner

Signature & Title

ATTEST: _____

(CORPORATE SEAL)

Business Address of Bidder: 501 S. 5th Street, Leavenworth, KS 66048

Telephone No. 913-297-0049

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Kansas

Name and Address of its:

President Brent L Motley / Majority Partner

1623 Spruce, Leavenworth, KS 66048

Secretary Michael D. Meyer / Minority Partner

7210 Emerald Hills Dr., Kansas City, MO 64152

CITY OF PARKVILLE

Policy Report

Date: July 2, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 5 with Renaissance Infrastructure Consultants for construction inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)

BACKGROUND:

On June 1, 2021, the Board of Aldermen approved a construction agreement with Gunter Construction for improvements to Route 9 from Highway 45 to Lakeview Drive.

The funding associated with this project is a combination of Federal Highway and Missouri Department of Transportation (MoDOT) Cost Share funding. It requires oversight by someone within the organization with a Local Public Agency (LPA) certification. Due to the scale of this project, and the other Public Works projects already underway, the City needs to contract with a consultant to accommodate the requirements associated with an LPA project.

In October 2020, the Board of Aldermen approved several on-call professional services agreements with consulting firms to assist with various engineering and architectural needs. Renaissance Infrastructure Consultants (RIC) was chosen as one of the on-call firms. RIC assists several communities with construction inspection and observation services for similar MoDOT and Kansas Department of Transportation projects. They have capacity within their staff to assist with the daily inspections required for this project.

The Notice to Proceed for the project was issued on July 1, 2021. A small work authorization was approved by the City Administrator to cover the costs associated with attending the pre-construction meeting and review of initial project submittals.

The proposed work authorization is in the amount of \$150,000, which is based on hourly rates associated with tasks. In an effort to manage project costs, staff will work directly with the consultant to determine the best use of their limited budget.

BUDGET IMPACT:

The proposed financing for the Route 9 Project will be supported by revenues from the 9 Highway Corridor Community Improvement District (CID) and an annual appropriation from the City's operating budget. The CID collects a 1% sales tax within the district, which has generated between \$140,000 and \$160,000 during its first three years. The average annual principal and interest payment is presently projected as \$195,795. Any difference in CID collections and the annual

payment will require an annual budget appropriation from either the City's General Fund or Transportation Fund. Both the Certificates of Participation and the CID are scheduled to expire in 2037. The project budget includes \$350,000 in funds for construction inspection, material testing and change orders. Should the final costs for these items exceed this amount, the City would be required to appropriate additional funds for any overage.

ALTERNATIVES:

1. Approve a work authorization with Renaissance Infrastructure Consultants for the Route 9 Improvements from Highway 45 to Lakeview Drive.
2. Provide feedback to staff related to the work authorization.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a work authorization with Renaissance Infrastructure Consultants for the construction inspection and observation services for the Route 9 improvement project.

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 Work Authorization No. 5 with Renaissance Infrastructure Consultants for the construction inspection services for the Route 9 improvements from Highway 45 to Lakeview Drive.

ATTACHMENTS:

1. Work Authorization No. 5
2. On-Call Agreement



WA # 5-21

Work Authorization 5-21

City of Parkville
Department of Public Works

Preparation date:

7/20/21

To:

Renaissance Infrastructure Consulting
5015 NW Canal Street, Suite 100
Riverside, MO 64150
816-800-0950

General Scope of Work Description/Project:

City of Parkville – Rt. 9 Improvements

Provide construction inspection observation services associated with the Route 9 Improvements (Hwy 45 to Lakeview):

- Project Setup – Attend project meetings
- Field Inspection – Perform daily inspections, keep daily logs, oversee all aspects of construction as required by MoDOT LPA requirements
- Project Finalization – Perform final inspection and produce punchlist

Contract Amount Not to Exceed \$150,000**Primary Tasks: (List task and hours): Scope & Fees Attached**

Estimated Total: \$150,000.00

Project Start Date:

7/20/21

Estimated Completion Date:

05/31/22

Budget Account Code:

95-515.04-15-00

Schedule:

Authorization: _____

Signature: _____

☐ City Administrator:

Date:

☐ Department Head:☐ Mayor:

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **20th day of October, 2020** by and between the CITY OF PARKVILLE, MISSOURI ("City") and Renaissance Infrastructure Consulting ("Service Provider").

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

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

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

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

I. SCOPE OF SERVICES

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

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

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in WA Form.

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - (816) 741-7676
 - aabel@parkvillemo.gov

 - Renaissance Infrastructure Consulting
 - Attn: Vince Zink
 - 5015 NW Canal Street, Suite 100
 - Riverside, MO 64150
 - (816) 800-0950
 - vzink@ric-consult.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

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

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal

financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

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

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



ATTEST:

Melissa McChesney

Melissa McChesney, City Clerk

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Nanette K. Johnston, Mayor

RENAISSANCE INFRASTRUCTURE CONSULTING

By: Vince Zink

Vince Zink, PE ENV SP
VP, Project Manager

EXHIBIT A

SCOPE OF WORK AND FEES

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

TRANSPORTATION ENGINEERING

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

STORMWATER MANAGEMENT AND HYDROLOGY

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

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

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

GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

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

analyses related to identification and correction of hazardous or unsuitable groundwater conditions, nondestructive pavement testing, or pavement rehabilitation analysis and recommendations.

X SURVEYING SERVICES

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

STRUCTURAL ENGINEERING

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

LANDSCAPE ARCHITECTURE SERVICES

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

ARCHITECTURE SERVICES

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

X MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

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

2020 FEE SCHEDULE

CLASSIFICATION	CLASS/CATEGORY	BILLING RATE RANGE*	
Principal / Associate / Contract Manager	PE	\$165	\$190
Project Manager	PE	\$125	\$170
Project Engineer	PE	\$120	\$165
Traffic Engineer	PE	\$135	\$165
Design Engineer	PE	\$75	\$100
Engineering Technician	N/A	\$60	\$95
Landscape Architect	PLA	\$150	\$165
Landscape Designer	MLArch	\$65	\$90
Construction Inspector	N/A	\$80	\$105
Professional Land Surveyor	PS	\$105	\$165
Survey Crew (Two-Man)	N/A	\$165	
Survey Crew (One-Man)	N/A	\$125	
Survey CAD Technician	N/A	\$65	\$90
Administrative Services	N/A	\$50	\$90

*RIC reserves the right to adjust hourly rates annually to reflect salary increase for merit and cost of living. Annual increase will not exceed 3.5%. We understand the rates may be adjusted every October.

Reimbursables

Mileage: \$0.575/mile or current federal rate

Subconsultants at cost

Survey supplies at cost

Postage at cost

Printing:

B&W: \$0.30 per 8.5x11 and 11x17

Color: \$0.70 per 8.5x11 and 11x17

Full-Size Prints: \$2.25 per full size print

CITY OF PARKVILLE
Policy Report

Date: July 7, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 4 with Kaw Valley Engineers for construction materials testing for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)

BACKGROUND:

On June 1, 2021, the Board of Aldermen approved a construction agreement with Gunter Construction for the improvements to Route 9 from Highway 45 to Lakeview Drive. Construction materials testing is required at standard intervals depending on the size and type of construction, as outlined in the Missouri Department of Transportation requirements.

In October 2020, the Board of Aldermen approved several on-call professional services agreements with consulting firms to assist with various engineering and architectural needs. Kaw Valley Engineering was chosen as one of the on-call firms. Kaw Valley has assisted the City on numerous occasions with construction materials testing services. They have been very responsive to our project needs.

The proposed work authorization is in the amount of \$24,905, which is based on hourly rates associated with anticipated materials testing activities

BUDGET IMPACT:

The proposed financing for the Route 9 Project will be supported by revenues from the 9 Highway Corridor Community Improvement District (CID) and an annual appropriation from the City's operating budget. The CID collects a 1% sales tax within the district, which has generated between \$140,000 and \$160,000 during its first three years. The average annual principal and interest payment is presently projected as \$195,795. Any difference in CID collections and the annual payment will require an annual budget appropriation from either the City's General Fund, or Transportation Fund. Both the Certificates of Participation and the CID are scheduled to expire in 2037. The project budget includes \$350,000 in funds for construction inspection, material testing, and change orders. Should the final costs for these items exceed this amount, the City would be required to appropriate additional funds for any overage.

ALTERNATIVES:

1. Approve a work authorization with Kaw Valley Engineering for the construction materials testing services for the Route 9 Improvements from Hwy 45 to Lakeview Drive.
2. Provide feedback to staff related to the work authorization.

3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a work authorization with Kaw Valley Engineering for the construction materials testing services for the Route 9 improvement project.

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 Work Authorization No. 4 with Kaw Valley Engineering for construction materials testing services for the Route 9 improvements from Highway 45 to Lakeview Drive.

ATTACHMENTS:

1. Work Authorization No. 4
2. Proposal
3. On-Call Agreement



WA # 4-21

Work Authorization No. 4

City of Parkville
Department of Public Works

Preparation date: 7/20/2021

To: Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

General Scope of Work Description/Project: Route 9 – Materials Testing

Primary Tasks: (List task and hours): Scope & Fees Attached

Provide construction materials testing services for the Route 9 (45 to Lakeview Dr) Roadway Improvements

- **See Attached Proposal – Time and Material Estimate = \$24,905.00**

Estimated Total: \$24,905.00

Project Start Date: 7/20/2021

Estimated Completion Date: 5/31/2022

Budget Account Code: 95-515.04-15-00

Signature: _____

Schedule:

Authorization: _____

Signature: _____

☐ City Administrator: Date: ☐ Department Head:☐ Mayor:

July 6, 2021

C20T0778-1

Ms. Alysén Abel
City of Parkville, Missouri
8880 Clark Avenue
Parkville, MO 64152

**RE: CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
MISSOURI-9 IMPROVEMENTS
PARKVILLE, MISSOURI**

Dear Ms. Abel:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for construction materials testing and inspection services for the above referenced project. Reference is made to the City Engineering and Architectural Professional Services Agreement dated October 20, 2020 (the "Agreement"). The following services will be performed in accordance with the Agreement and as set forth below.

PROJECT DESCRIPTION

The proposed project is to consist of improvements to Missouri-9 from Missouri-45 to NW Lakeview Drive in Parkville, Missouri.

SCOPE OF SERVICES

The purpose of the proposed Scope of Services is to perform testing of construction items to enhance compliance with the project plans and specifications.

The Scope of Services will consist of the following:

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field cast specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.

- Attending meetings on an as-needed basis during progress of construction.

The outlined scope assumes the Client and/or Contractor will provide safe access to the work requiring testing or observation. KVE shall not be held responsible for testing or observation that cannot be performed due to inadequate or unsafe access to the work. Additional charges shall apply for show up if site is not ready due to inadequate or unsafe access to the work.

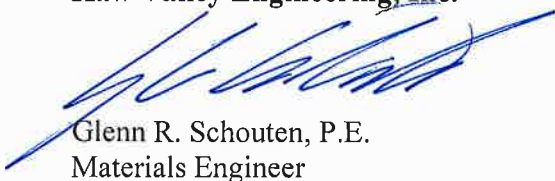
FEES AND SCHEDULE

Based upon the construction documents and schedule provided, we have projected an estimated Time and Materials (T&M) budget of **Twenty-Four Thousand Nine Hundred Five Dollars (\$24,905.00)**, in accordance with the outlined scope. The estimated T&M budget is based on a site with minimal cut and/or fill. If the conditions exceed this expectation, quantities and fees will increase accordingly. A breakdown is displayed on the attached T&M budget estimate.

We request that a 24-hour notice be provided in scheduling of testing and observation activities. Fees will be invoiced for actual work completed. Time spent on the project in excess of eight (8) hours in a day or forty (40) hours in a week will be billed at the standard hourly rate. Additional work beyond the presented scope of work, including standby, may require additional pricing for the fee schedule. Extension of the proposed construction schedule, including standby time, will be performed in accordance with the rates presented on the attached fee schedule.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Glenn R. Schouten, P.E.
 Materials Engineer

GRS/srh
 \\VWMLX-FILE\Projects\C20_0778-1\ Proposals\2021-07-06 TST Proposal MO-9 Improvements Parkville MO.docx

AUTHORIZATION AND NOTICE TO PROCEED

Client: City of Parkville, Missouri

Name/Title: _____
 (please print)

Signature: _____

Date: _____

Project Reference No.: _____

E-mail for Accounting: _____
 E-mail address where invoices can be sent electronically

REPORT DISTRIBUTION DATA SHEET

This form must be completed by Client.

Submit observation reports to Client attention:

Contact/Title: _____

E-mail (*Required Field*): _____

Submit observation reports to the additional parties listed below:

Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) <i>Primary distribution is E-mail</i>	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) <i>Primary distribution is E-mail</i>	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) <i>Primary distribution is E-mail</i>	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____
Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor) <i>Primary distribution is E-mail</i>	Company Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____

**TIME & MATERIALS BUDGET ESTIMATE
MISSOURI-9 IMPROVEMENTS
PARKVILLE, MISSOURI**

Services	Unit	Quantity	Unit Price	Extension
1. Grading				
Moisture / Density Relationship (ASTM D 698)	Each	4	\$180.00	\$ 720.00
Moisture / Density Relationship (Fly-ash Treated)	Each	0	\$250.00	\$ 0.00
Atterberg Limits	Each	3	\$75.00	\$ 225.00
In-Place Moisture / Density Testing	Hour	30	\$72.00	\$2,160.00
			Subtotal	<u>\$3,105.00</u>
2. Site Asphalt and Concrete				
Concrete Placement / Testing	Hour	135	\$68.00	\$9,180.00
Concrete Cylinder Testing	Each	225	\$13.00	\$2,925.00
Extraction / Gradation	Each	6	\$210.00	\$1,260.00
Marshall / Gyro w/Rice	Each	6	\$275.00	\$1,650.00
In-Place Density Testing	Hour	30	\$72.00	\$2,160.00
			Subtotal	<u>\$17,175.00</u>
3. Travel				
Vehicle	Mile	4,700	\$0.55	\$2,585.00
			Subtotal	<u>\$2,585.00</u>
4. Professional Staff				
Materials Engineer	Hour	6	\$150.00	\$ 900.00
Supervisor of Construction Materials	Hour	12	\$95.00	\$1,140.00
			Subtotal	<u>\$2,040.00</u>
*T&M Budget Estimate				<u>\$24,905.00</u>

() Estimate is based on a site with minimal cut and/or fill. If the conditions exceed this expectation, quantities and fees will increase accordingly.*

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 20th day of October, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Kaw Valley Engineering ("Service Provider").

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

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

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

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

I. SCOPE OF SERVICES

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

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

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in WA Form.

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

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

Kaw Valley Engineering
Attn: Gary Leeds
8040 N. Oak Trafficway
Kansas City, MO 64118
(816) 468-5858
Leeds@kveng.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

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

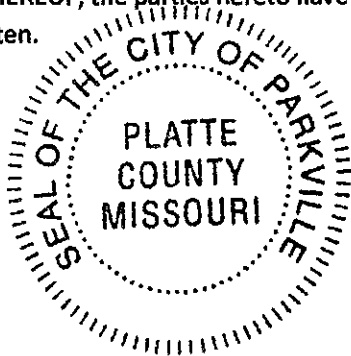
XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal

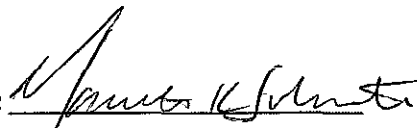
financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

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

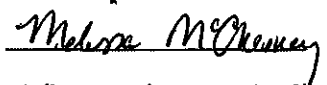
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.



CITY OF PARKVILLE, MISSOURI

By: 
Nanette K. Johnston, Mayor

ATTEST:


Melissa McChesney, City Clerk

KAW VALLEY ENGINEERING

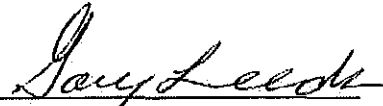
By: 
Gary Leeds
Principal

EXHIBIT A

SCOPE OF WORK AND FEES

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

TRANSPORTATION ENGINEERING

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

STORMWATER MANAGEMENT AND HYDROLOGY

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

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

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

X GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND GEOLOGIC SERVICES

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

analyses related to identification and correction of hazardous or unsuitable groundwater conditions, nondestructive pavement testing, or pavement rehabilitation analysis and recommendations.

SURVEYING SERVICES

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

STRUCTURAL ENGINEERING

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

LANDSCAPE ARCHITECTURE SERVICES

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

ARCHITECTURE SERVICES

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

MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

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



KAW VALLEY ENGINEERING, INC.

**Construction Materials Testing
2020 Schedule of Fees
(Kansas City Metro Area)**

WORK ITEM	UNIT	UNIT PRICE
CONCRETE TESTING AND OBSERVATION		
Cylinder Casting, Slump, Air Content, Temperature	Hour	\$68.00
Compressive Strength 6x12 Cylinders	Each	\$15.00
Compressive Strength 2x4, 3x6, 4x8, and 2x2 Samples	Each	\$13.00
Unit Weight of Samples	Each	\$15.00
SOIL TESTING AND OBSERVATION		
Pier Drilling Observation	Hour	\$80.00
In-situ Density, Utilizing Nuclear or Sand Cone Method	Hour	\$72.00
Moisture Density Relationship (ASTM D 698)	Each	\$180.00
Stabilized Moisture Density Relation (Fly Ash, Lime or Cement)	Each	\$250.00
Stabilized Moisture Density Relationship With Strength Curve	Each	\$350.00
Atterberg Limits	Each	\$75.00
Natural Moisture Content (Sample returned to lab)	Each	\$15.00
ASPHALT TESTING AND OBSERVATION		
In-place Density, Utilizing Nuclear Densometer	Hour	\$72.00
Marshall Properties, Including Stability and Flow w/Rice Density	3 Pills	\$275.00
Gyratory Compaction (ASTM D 6925) w/Rice Density	Each	\$275.00
Asphalt Extraction and Gradation	Each	\$210.00
Washed Aggregate Gradation	Each	\$75.00
Coring (Bit charge)	Inch	\$10.00
STRUCTURAL STEEL TESTING AND OBSERVATION		
Bolting/Welding Technician	Hour	\$105.00
NDT Equipment and Consumables	Day	\$100.00
MASONRY TESTING AND OBSERVATION		
Observation of Masonry Construction	Hour	\$75.00
Grout / Mortar Samples	Each	\$15.00
TRAVEL AND SUPERVISION		
Vehicle	Mile	\$0.55
Supervisor of Construction Materials	Hour	\$95.00
Materials Engineer	Hour	\$150.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates. Standby Time will be invoiced at the basic hourly rate corresponding to the requested service.		

Office Locations: Junction City, KS / Kansas City, MO / Lenexa, KS / Salina, KS / Emporia, KS / Wichita, KS



KAW VALLEY ENGINEERING, INC.

**Geotechnical Field Testing
2020 Schedule of Fees
(Kansas City Metro Area)**

WORK ITEM	UNIT	UNIT PRICE
FIELD EXPLORATION		
Mobilization	Mile	\$4.00
4" Continuous Flight Auger	Foot	\$15.00
6" Hollow Stem Auger	Foot	\$17.00
Rotary Wash Drilling	Foot	\$18.00
4" Casing	Foot	\$7.00
NQ Coring	Foot	\$50.00
Standard Penetration Test	Each	\$22.00
Thin Walled Tube	Each	\$22.00
Bentonite Backfill	Foot	\$5.00
Dynamic Cone Penetration Testing	Each	\$40.00
Pressuremeter (per point)	Each	\$525.00
Soil Resistivity (Field)	Each	\$475.00
Truck Mounted Drill Rig with Crew	Hour	\$200.00
ATV Drill Rig with Crew	Hour	\$220.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.		

CITY OF PARKVILLE

Policy Report

Date: July 2, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a three-year service agreement with Messenger Lawn & Landscape for maintenance of the Old Parkville Cemetery (Public Works)

BACKGROUND:

The Old Parkville Cemetery is owned and maintained by the City. For the last 40 years, the cemetery has been impeccably maintained by Noel Derr, who was also responsible for mowing the Walnut Grove Cemetery. Noel is no longer able to mow the cemetery.

In April, staff contacted four landscape companies to request quotes for the mowing. Messenger's Lawn & Landscape provided the lowest bid, with a quote of \$377 per mow, with an estimated expenditure of \$5,655 per year.

On April 28, the City Administrator approved the initial work authorization so that the maintenance of the cemetery could begin. Since that time, staff continued to negotiate with the contractor to formalize this relationship in a three-year maintenance agreement, similar to other service agreements the City has with other contractors. The contractor agreed to lock in the price for a three-year term through December 2023.

BUDGET IMPACT:

There is funding available in the Administration budget of the General Fund to cover the cost of mowing the Old Parkville Cemetery. The funding is currently at \$4,000. Assuming the cemetery is mowed 15 times per year, the cost will be \$5,655. Staff will continue to monitor spending in the Administration budget to determine if a budget amendment is necessary to cover the additional expense.

ALTERNATIVES:

1. Approve a three-year service agreement with Messenger's Lawn & Landscape for the Old Parkville Cemetery maintenance.
2. Provide feedback to staff related to the maintenance of the Old Parkville Cemetery.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the three-year service agreement with Messenger's Lawn & Landscape for the maintenance of the Old Parkville Cemetery.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a three-year service agreement with Messenger's Lawn & Landscape for maintenance of the Old Parkville Cemetery in an annual amount of \$5,655.

ATTACHMENTS:

1. Draft Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 18th day of May, 2021 by and between the CITY OF PARKVILLE, MISSOURI ("City") and MESSENGERS LAWN & LANDSCAPE ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

- A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference for a period of two (2) years from the date of this Agreement, with an option to renew one (1) additional year.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

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

proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for

those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of 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, PW Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Messengers Lawn & Landscape
 - P.O. Box 24203
 - Overland Park, KS 66283
 - Tony Fredericks
 - tony@messengerslawn.com

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and

compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nan Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

MESSENGERS LAWN & LANDSCAPE

By: Robert Beard

Tony Fredericks

ROB BEARD

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Contractor agrees to perform all the Work described in the Contract Documents, for the prices presented below.

Old Parkville Cemetery
5700-5760 MO-9
Parkville, MO 64152

Mowing of turf grass includes line trimming around tree wells, landscape beds and foundations; edging around all hard surfaces with line trimmer; and clearing drives and sidewalks of grass clippings.

Mow Frequency – 15 mows per year @ \$377.00 each.

Total Annual Cost \$5,655.00

The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, and incorporated by reference for a period of two (2) years from the date of this Agreement, which is April 28, 2023, with an option to renew one (1) additional year.

ITEM 4.A.

For 7/12/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE Policy Report

Date: June 30, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Consider the sale of City-owned property near NW River Road and Vikings Field (Community Development)

BACKGROUND:

Doug Bias Jr. (12310 NW River Rd) reached out to City staff to inquire about a triangular piece of land adjacent to his property (see Attachment 1). The subject property (0.12 acres, more or less) is vacant and covered with vegetation and Mr. Bias would like to acquire it in order to preserve it as buffer space between his property and Vikings Field.

Per aerial imagery, the land appears to be either City property or NW River Road right-of-way and City staff has not identified any current or future use for the property due to its size. Therefore, the City disposing of it would be reasonable under the circumstances. Because the Platte County Assessor's Office was unable to determine whether or not the triangular piece was City property or NW River Road right-of-way, staff engaged Stewart Title Company to determine the ownership of the land and initiated an Ownership & Encumbrance Report (see Attachment 2).

The report concluded the City owns a fee simple interest in the property as a result of the real estate being deeded to the City from the Helen R. Taylor Revocable Trust No. 1 on June 12, 1991. No records were found showing the land to be right-of-way; thus, the City cannot vacate the land to be reverted to Mr. Bias by law. Staff believes the triangular piece of property was formerly part of Vikings Field land deeded to the City prior to the construction of NW River Road, which occurred sometime after 1991 based on tax map records. When NW River Road was constructed, it created a leftover "remnant" tract, which exists today as the triangular piece of property.

Neither Revised Statutes of Missouri, the Parkville Municipal Code nor the City's Purchasing Policy provide guidance regarding the process for the voluntary sale or conveyance of City-owned real estate. As a result, the City has the authority to dispose of the property and determine the most appropriate process for doing so on a case-by-case basis. While the 0.12 acre (more or less) property is too small for anyone to construct a building on, it's possible that beneficial use of the land could be made if all or a portion of the property were combined with land owned by adjacent property owners -- Doug D Jr & Leigh Ann Bias (12310 NW River Rd) or Forest Park Development Company LLC (John and David Barth). Realistically, these two property owners are the only parties who could make beneficial use of the triangular piece of land, as well as maintain it in the future.

Staff could contact these two property owners to see if they're interested in making an offer to the City to purchase the property. Doug Bias has already indicated interest in acquiring the property from the City. Forest Park Development Company LLC has not been contacted about the property. If one of both of the adjacent property owners decide to make an offer to the City to purchase the property, the City could evaluate the offers and determine whether to sell the parcel to one or both of them (e.g., all of the parcel to one of them or a portion of the parcel to each). As a part of such transaction, the City would place any reasonable restrictions on future use of the parcel such as limitations on construction of buildings or structures, which could be possible once the parcel is combined with their adjacent properties. Staff is bringing this manner before the Finance Committee in order to receive feedback for how to proceed before the Board of Aldermen.

BUDGET IMPACT:

There is no direct budget impact associated with this action. However, if the Finance Committee recommends that staff consider offers for City property near NW River Road and Vikings Field from the two adjacent property owners, then staff would present the real estate purchase offers before the Finance Committee at a future meeting.

ALTERNATIVES:

1. Authorize staff to consider real estate purchase offers for City property near NW River Road and Vikings Field from the two adjacent property owners.
2. Authorize staff to consider real estate purchase offers for City property near NW River Road and Vikings Field, subject to alternate direction by the Finance Committee.
3. Do not authorize staff to consider real estate purchase offers for City property near NW River Road and Vikings Field.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Finance Committee authorize staff to consider real estate purchase offers for City property near NW River Road and Vikings Field from the two adjacent property owners.

POLICY:

Neither Revised Statutes of Missouri (RSMo), the Parkville Municipal Code nor the City's Purchasing Policy provides guidance regarding the process for the voluntary sale or conveyance of City-owned real estate. As a result, staff is seeking feedback from the Finance Committee for how to proceed before the Board of Aldermen in this manner.

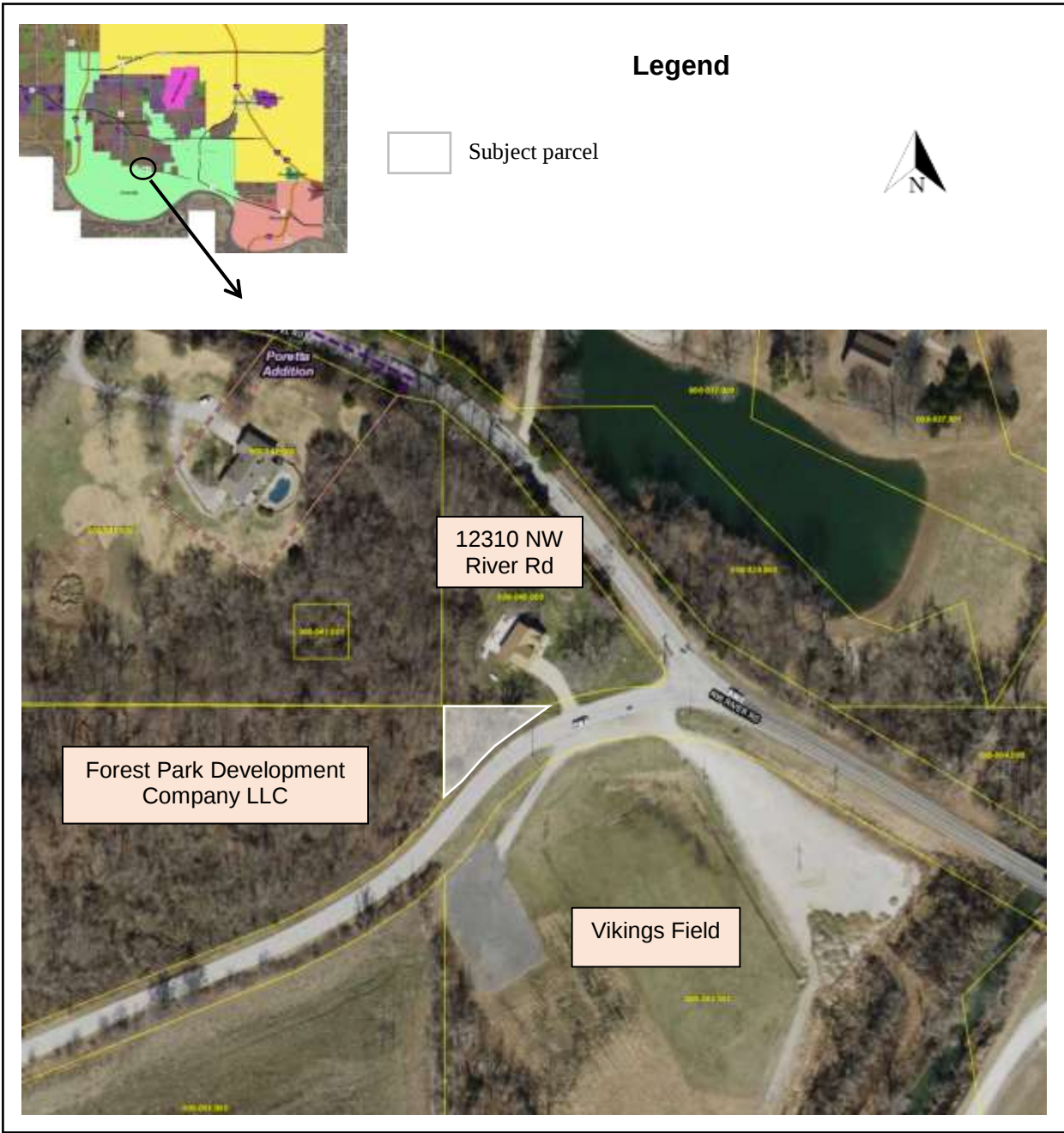
SUGGESTED MOTION:

No motion is necessary as staff is seeking guidance from the Finance Committee for how to proceed regarding the voluntary sale or conveyance of City-owned real estate, specifically the triangular piece of property new NW River Road and Vikings Field.

ATTACHMENTS:

1. Subject Property Area Map
2. Stewart Title Report

Subject Property Area Map



TITLE REPORT

File No.: 1243216
Customer File No.: [Enter Data]

Effective Date of Report:
May 13, 2021 at 8:00AM

Inquiries Should Be Directed To:

Stewart Title Company
2000 Kentucky Ave, Ste B
Platte City, MO 64079

Julie Landewee , Email: jmiddleton@stewart.com
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1. The estate or interest in the land described or referred to in this report and covered herein is:

FEE SIMPLE

2. Title to the said estate or interest in said land is at the effective date hereof vested in:

The City of Parkville, a municipal corporation

3. The land referred to in this Report is located in the County Platte, State of Missouri, more particularly described as follows:

All that part of the Northeast Quarter of Section 33, Township 51, Range 34, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 33; thence South along the West line of said Northeast Quarter, 2517 feet to the Platte River; thence North 55 degrees East, 650 feet; thence South 80 degrees East, 220 feet to a point which is 2182 feet South and 749 feet East of the Northwest corner of the Northeast Quarter of said Section 33; thence North 19 degrees West, 555 feet; thence North 13 degrees West, 858 feet; thence North 11 degrees East, 210 feet; thence South 55 degrees East, 152 feet; thence North 40 degrees East, 180 feet; thence North 9 degrees West, 278 feet; thence North 45 degrees East, 228 feet; thence due North, 128 feet to a point in the North line of the Northeast Quarter of said Section 33, which point is 773 feet East of the Northwest corner of said Quarter Section; thence West along the North line of said Quarter Section, 773 feet to the point of beginning, subject to railroad right of way 100 feet wide running East and West across the above described tract at about the center thereof, as at present located and established, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT THAT part conveyed in the Quit Claim Deed recorded in [Book 1072 at page 922](#), more particularly described as follows:

All that part of the Northeast 1/4 of Section 33, Township 51N, Range 34W, Parkville, Platte county, Missouri, being described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 89 degrees 49 minutes 24 seconds East, along the North line of said Northeast 1/4, 460.40 feet to the point of beginning of the tract to be herein described; thence South 89 degrees 49 minutes 24 seconds East, continuing along said North line 312.60 feet; thence South 00 degrees 10 minutes 36 seconds West, 128.00 feet; thence South 45 degrees 10 minutes 36 seconds West, 46.83 feet to a point on the Northerly right-of-way line of Missouri Highway "FF"; thence North 59 degrees 51 minutes 41 seconds West, along said North right-of-way line, 322.60 feet to the Point of Beginning.

EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records.
2. Standard Exceptions:
 - (A) Rights or claims of parties in possession not shown by the public records.
 - (B) Easements, or claims of easements, not shown by the public records.
 - (C) Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - (D) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (E) Taxes or special assessments which are not shown as existing liens by the public records.
3. This report is not a guarantee or warranty of title, nor is this a commitment to provide, nor does it provide title insurance. Stewart Title Company disclaims any and all marketability of the title to the real property described herein Liability hereunder is expressly limited to the consideration paid heretofore.

Special Exceptions:

1. NOTE REGARDING TAX MATTERS: ALL TAX INFORMATION REFLECTED IN THIS COMMITMENT CAME FROM THE TAXING AGENCY OR AUTHORITY
THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY
General Taxes for the year 2020 and prior years are EXEMPT.

ACCT # 20-8.0-33-000-000-003.001

NOTE: The following 24 month chain of title is shown for informational purposes only and not the purpose of insuring: Title to the estate or interest shown in Schedule A was acquired by Trustee's Deed dated 06/12/1991 and recorded 06/24/1991 as [Instrument No. 6303](#) in Book 756 at page 361 from Helen E. Taylor, Trustee under the Helen E. Taylor Revocable Trust No. 1 created by Helen E. Taylor under Agreement dated 12/4/1989, to the City of Parkville, a municipal corporation.

2. The premises in question are within the boundaries of Parkville Special Road District and are subject to assessments by reason thereof.
3. The premises in question are within the boundaries of The Southern Platte Fire Protection District, recorded in [Book 479 at page 268](#) and are subject to assessments by reason thereof.
4. The premises in question are within the boundaries of Platte County Regional Sewer District, recorded in [Book 869 at page 496](#), and are subject to assessments by reason thereof.
5. Easement granted to Kansas City Power and Light company, as more fully set forth in the document recorded in Book 106 at page 95.
6. Right of Way Easement granted to American Telephone & Telegraph, as more fully set forth in the document recorded as Instrument No. F3717 in [Book 716 at page 894](#).
7. Easement granted to Kansas City Power & Light Company, as more fully set forth in the document recorded as Instrument No. 8579 in [Book 813 at page 340](#).
8. Unrecorded lease dated 07/01/2003, by and between City of Parkville, Missouri, lessor, and Kirkpatrick Pettis, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease, filed 07/15/2003, under Document No. 19531 in [Book 1009 at Page 423](#).

9. Unrecorded lease dated 07/01/2003, by and between KirkPatrick Pettis, lessor, and The City of Parkville, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease Purchase Agreement, filed 07/15/2003, under [Document No. 19532](#) in Book 1009 at Page 424.
10. The following matters regarding the watercourse known as Rush Creek are hereby excepted: a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land. b. Any dispute arising over the location of the old bed or banks of said watercourse. c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied. d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity. e. Riparian water rights are not insured.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
13. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.

Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056